

CITY OF MERCER ISLAND

KING COUNTY, WASHINGTON



MERCER ISLAND PUBLIC WORKS DEPARTMENT

4004 ICW Property Transportation and Landscape Improvement

Project Number:
23-22

Contact Specifications

June 2023

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INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2021 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 project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

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 Mercer Island Standard Details

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

DIVISION 1: GENERAL REQUIREMENTS

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions (January 19, 2022 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for "Contract".

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder*(January 24, 2011 APWA GSP)*

Bidders must meet the minimum qualifications of RCW 39.04.350(1), as amended:

“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.

Add the following:

1-02.2 Plans and Specifications*(June 27, 2011 APWA GSP)*

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed will 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") and Contract Provisions	6	Furnished automatically upon award.
Contract Provisions	6	Furnished automatically upon award
Large plans (22" x 34") and Contract Provisions	\$\$2\$\$	Furnished only upon request.

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

1-02.5 Proposal Forms*(July 31, 2017 APWA GSP)*

Delete this section and replace it with the following:

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

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

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

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

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented

package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.13 Irregular Proposals

(October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;

- d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
- e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option B)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

1. Delinquent State Taxes

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. Federal Debarment

- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. Documentation: The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).

3. Subcontractor Responsibility

- A. Criterion: The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.

- B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

- A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
- Name of project
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

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

6. **Termination for Cause / Termination for Default**

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

7. **Lawsuits**

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

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

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

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

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

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.2 Award of Contract

(Special Provision)

Supplement

The Award of contract, if made, will be made to the lowest responsive and responsible bidder. No Award will be made until necessary investigations are made by Contracting Agency as to the responsibility of the apparent low bidder. Contracting Agency shall be the sole judge as to the responsibility of the bidder to satisfactorily perform the work as specified and within the time limit set.

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

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 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, 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 10 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)

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,
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).

1-04 SCOPE OF THE WORK

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

(December 10, 2020 APWA GSP)

Revise the second paragraph to read:

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

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

1-04.4 Changes

1-04.4(1) Unexpected Site Changes

(Special Provision)

Modification

Section 1-04.4(1), including title, is revised as follows:

1-04.4(1) Unexpected Site Changes

All references to "Minor Change" shall be revised to read "Unexpected Site Changes".

1-04.6 Variation in Estimated Quantities

(July 23, 2015 APWA GSP, Option A)

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if

the total extended bid price for that item at time of award is equal to or greater than \$5,000.
In that case, payment for contract work may be adjusted as described herein.

1-04.9 Use of Buildings or Structures

1-04.9(1) Construction Staging and/or Personnel Parking

(Special Provision)

New Section

The Contractor shall be responsible for providing a Construction Staging and/or Personnel Area in a safe condition and orderly manner throughout the duration of the project. Prior to any construction activity, the Contractor shall provide written notification; informing the Engineer and all employees, contractors, and subcontractors who intend to arrive at this project with vehicles, equipment or supplies; of the location, purpose, and restrictions that apply to the Construction Staging and Personnel Parking Area.

No Construction Staging and/or Personnel Parking Area will be provided by the Contracting Agency. It is the Contractor's responsibility to locate and arrange for the use of this area. The Contractor must restrict all parking and storage activities to approved Construction Staging and Personnel Parking Area(s) for this project.

The purpose of the Construction Staging and/or Personnel Parking Area for this project is to provide all contractors, subcontractors, and personnel associated with this project a safe and orderly location to store equipment, tools, and supplies, and for parking construction or personal vehicles. There is a limited amount of available parking in and around the project area. The use of on-street parking areas in the vicinity of the project is prohibited without the expressed written approval of the Engineer and Public Works Director. Do not use private parking space in or around this project to park construction or personal vehicles without the expressed written approval of the owner of the property. Such approval is to be provided to the Engineer.

All costs associated with providing, maintaining, permitting, operating, and closing the Construction Staging and/or Personal Parking Area(s) for this project shall be considered incidental to and included in the unit contract prices of other Bid Items in this Contract.

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes

Section 1-05.4 is supplemented with the following:

(August 7, 2017 WSDOT GSP)

Contractor Surveying - Roadway

Copies of the Contracting Agency provided primary survey control data are available for the bidder's inspection at the office of the Engineer.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, and signing. Except for the survey control data to be furnished by

the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the length of the project or be replaced at the Contractors expense.

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three working days after the end of the shift.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey work shall include but not be limited to the following:

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor
5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing

stakes may be omitted at the discretion of the Contractor.

7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

To facilitate the establishment of these lines and elevations, the Contracting Agency will provide the Contractor with primary survey control information consisting of descriptions of two primary control points used for the horizontal and vertical control, and descriptions of two additional primary control points for every additional three miles of project length. Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project. In addition, the Contracting Agency will supply horizontal coordinates for the beginning and ending points and for each Point of Intersection (PI) on each alignment included in the project.

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

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)

Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 feet (parallel to alignment)
		±0.1 feet (normal to alignment)

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

When staking roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked are within the specified survey accuracy tolerances.

The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the work. The Contracting Agency will require up to seven calendar days from the date the data is received.

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

Section 1-05.4 is supplemented with the following:

(Special Provision)

Supplement

Contractor Surveying – ADA Features

ADA Feature Staking Requirements

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

ADA Feature As-Built Measurements

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

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

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

In the instance where an ADA Feature does not meet accessibility requirements, all work to replace non-conforming work and then to measure, record the as-built measurements,

and transmit the electronic Forms to the Engineer shall be completed at no additional cost to the Contracting Agency, as ordered by the Engineer.

1-05.4(3) Record Drawings

(Special Provision)

Supplement

The Contractor shall be required to maintain two sets of Record Drawings and Specifications for the Contract on site during the construction. The Contractor's superintendent or authorized representative shall update the documents with record information on a daily basis.

Record information shall include, but not be limited to, the final location of all new materials incorporated into the work and all existing improvements encountered, such as water lines, underground power, telephone, fiber optic and gas lines with such dimension, depths, nature of composition, and locations shown so as to be able to identify and locate the improvements in the field from the Control Centerline Stationing or other permanent structures that are to remain. The record drawings shall be made accessible to the Engineer at all times and one set shall be submitted to the Engineer monthly, along with the Contractor's request for progress payments.

Upon completion of the record drawing review, the Engineer shall return the set of record drawings to the Contractor for the Contractor's continued use, or the Engineer may return new, unused sets of documents for the Contractor's use.

Record Drawings must be submitted to the City and approved prior to granting Substantial Completion.

If the location of the feature constructed or installed **varies** from the Plan locations or elevations, Record Drawings shall contain the following information:

- 1) All existing or abandoned utilities encountered during construction and not shown on the Contract Drawings
- 2) Sanitary Sewer and Storm Sewers
 - a) Type and size of structure, horizontal location, rim and invert elevation, material and diameter of all pipes entering or leaving the structure.
 - b) Type and diameter of sewer or storm drain pipe, length of pipe between structures, slope of pipe based on actual invert elevations, horizontal location of pipe relative to the construction centerline
 - c) Type and diameter of side sewers, distance to nearest manhole, length of pipe from sewer main to right-of-way line, slope of pipe based on actual inverts, invert elevation at right-of-way
- 3) Water Distribution System
 - a) Type and size of pipe, including types of joints, deflection of pipe to the nearest degree, horizontal location of pipe relative to the construction centerline, vertical location to the nearest 0.5' for all valves, fittings and crossings of other underground utilities, length of pipe between fittings

- b) Station and offset to all valves, hydrants, blow-offs, air vacs and PRVs, types and sizes of pipe attached to the facility
 - c) Material and size of service lines, horizontal location of the service line and meter box to the nearest station, meter size, length of service line from main to meter
- 4) Public Roadway Improvements
- a) Centerline elevations to the nearest 0.1' at 50 stations and intersections curb elevations
 - b) Horizontal Location of driveway centerlines to the nearest station, length and width of driveway
- 5) Illumination and Signalization
- a) Station, offset and elevation, when applicable, for permanent vehicle detection loops, junction boxes, above ground cabinets, luminaire & signal poles, conduits and wiring.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

If action to correct the listed deficiencies is not initiated within 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

Add the following new section

1-05.12(1) One-Year Guarantee Period

(March 8, 2013 APWA GSP)

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time

specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.14 Cooperation with Other Contractors

(Special Provision)

Supplement

The Contractor shall afford Contracting Agency and other contractors working in the area reasonable opportunity for the introduction and storage of their materials and the execution of their respective work, and Contractor shall properly connect and coordinate its work with theirs.

Other utilities, districts, agencies, and/or contractors who may be working within the project area are as follows:

- Sound Transit
- Mercer Island School District
- Puget Sound Energy/Gas
- Mercer Island Water & Sewer
- Lumen/CenturyLink
Telecommunications

The Contractor shall coordinate and afford franchise utilities the opportunity to relocate existing facilities in direct conflict with proposed improvements.

1-05.14(1) Notifications Relative to Contractor's Activities

(Special Provision)

New Section

The Contractor shall give written notification to the Engineer and to the listed agencies and individuals, in time for them to receive such notice at least 3 calendar days prior to commencement of Work on the Project site. This notification must include:

- the time of the commencement and completion of work
- names of streets or locations of alleys to be closed
- routes of detours where possible
- schedule of operations

- name(s) and phone number(s) of the construction superintendent in responsible charge
- names of individuals having full authority to execute the orders or directions of the Engineer, in the event of an emergency. Include phone numbers with 24/7 availability.

The Contractor shall copy the Engineer on all communications with others related to this project, whether written, or logs of phone conversations:

- All fire, ambulance and police agencies servicing the project area(s).

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

Add the following new sections:

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

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

1-05.17 Oral Agreements

(Special Provision)

Supplement

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

1-05.18 Daily Construction Report

(Special Provision)

New Section

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

Every single diary sheet/page must have:

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

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

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

It is expressly agreed between Contractor and Contracting Agency that the Daily Diary maintained by Contractor shall be the "Contractor's Book of Original Entry" for the documentation of any potential claims or disputes that might arise during this Contract. Failure of Contractor to maintain this Diary in the manner described above will constitute a waiver of any such claims or disputes by Contractor.

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

All costs associated with the Contractor's Daily Construction Report are considered incidental to and included in the various bid items.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who

may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

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

1-07.2 State Sales Tax

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)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(4) 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 is 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 60.28.050). 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(2) 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(3) State Sales Tax — Rule 170

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

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

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

1-07.2(4) 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).

1-07.7 Load Limits*(WSDOT GSP March 13, 1995)*

Section 1-07.7 is supplemented with the following:

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

1-07.16(1) Private/Public Property*(Special Provision)**Supplement*

Contractor shall maintain jobsite, all streets used by it, and utilities in a neat, orderly, workmanlike, and usable condition. Contractor shall clean up on a daily basis all refuse, rubbish, scrap material, and debris caused by his operations, including sweeping of streets.

On the event the Contractor fails to conform to these requirements, the Contracting Agency shall have the right to have the work done by others and the cost shall be deducted from moneys due to the Contractor.

The Contractor shall maintain access to driveways adjacent to the project limits at all times. Cement concrete driveway approaches shall be poured in two halves (minimum) to facilitate ingress/egress. At the direction of the Engineer, the Contractor may be directed to place HMA for use in temporary driveway access based on site conditions or to maintain a clean site.

The Contractor shall coordinate with all emergency services within the project site to allow access at all times. This may require additional coordination and temporary facilities to be utilized during the prosecution of the Work such as providing temporary steel sheeting or HMA patching. The costs for coordination and temporary facilities shall be considered part of the project and included in all Bid Items and no additional compensation will be made.

1-07.17 Utilities and Similar Facilities*(Special Provision)*

Section 1-07.17 is supplemented with the following:

Locations and dimensions shown in the Plans for existing buried facilities are in accordance with available information obtained without uncovering. The actual locations may not correspond to the locations shown in the Plans. The Contractor shall be responsible for determining the exact location of all utilities prior to beginning construction. See RCW 19.122 for the latest rules on contacting the one-number locator service, etc.

The Contractor is also warned that there may be utilities on the project that are not part of the One-Call System. If One-Call is not obtainable, notice shall be provided to the individual utility owners of the Contractor's intent to excavate, within the same time frame cited in RCW 19.122.030.

All existing utilities and services shown on the plans shall be maintained in continuous service during the Contractor's operations. During contractor operations if a utility is found in conflict with the contract work, the contractor shall notify the Engineer immediately. If any utility requires relocation or temporary shutoff, the Contractor shall coordinate all interruptions of service with the utility owner. Disruptions to the services require a minimum of forty-eight (48) hours notice to the impacted utility for notification to the property owner.

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:

Puget Sound Energy (Power)
PO Box 97034 EST-11W
Bellevue, WA
Attn: Hong Nguyen
Office: 425-449-6609
Hong.Nguyen@pse.com

Puget Sound Energy (Gas)
13230 SE 32nd St.
Bellevue, WA 98005
Attn: Ryan Yelle
Office: 425-449-7589
Ryan.Yelle@pse.com

CenturyLink
1550 Newport Way NW
Issaquah, WA 98027
Attn: Tung Le
Cell: 206-641-6622
tung.le@centurylink.com

City of Mercer Island Water & Sewer
Allen Hunter
Office: 206-960-0520
allen.hunter@mercergov.org

1-07.18 Public Liability and Property Damage Insurance

(January 4, 2016 APWA GSP)

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

1-07.18 Insurance

Indemnification/Hold Harmless

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

Should a court of competent jurisdiction determine that this Agreement 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 the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the 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 Agreement.

Insurance

The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation

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 City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form GC 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, 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 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance 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 equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. 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.

C. Other Insurance Provisions

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that the shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current AM. Best rating of not less than A: VII.

E. 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 endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. Subcontractors

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

G. Notice of Cancellation

The Contractor shall provide the city and all Additional Insured' s for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

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

I. Environmental Risks

Contractor's Pollution Legal Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. The Contractor's Pollution Legal Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

If coverage the Contractor's Pollution Legal Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The City of Mercer Island shall be named by endorsement as an insured on the Contractor's Pollution Legal Liability insurance policy.

1-07.23 PUBLIC CONVENIENCE AND SAFETY

1-07.23(1) Construction Under Traffic

(Special Provision)

Supplement

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

Work Zone Clear Zone

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

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

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

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

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

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

Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

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

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

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

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon

vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 PRELIMINARY MATTERS

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

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

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

1. A 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.

Add the following new section:

1-08.0(2) Hours of Work

(December 8, 2014 APWA GSP)

Except 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.

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.

1-08.3 Progress Schedule

1-08.3(1)A Project Specific Scheduling and Order of Work

(Special Provision)

New Section

The order of work will be at the Contractor's option with the exception noted below and shall be in keeping with good construction practice and the terms of the Contract. However, the Contractor shall schedule his activities and have all work performed within the time constraints noted in the various documents, permits, and the Contract. The Contractor is cautioned to review said documents and permits and schedule the

Work activities appropriately as no separate monies will be paid to the Contractor by the Owner due to the time constraints imposed by such documents.

Substantial completion shall include the following work:

- All cement concrete work is installed,
- All final asphalt pavement lifts are installed,
- All storm drainage and water system improvements are installed, tested, and operational,
- The RRFB system is installed, tested, and operational,
- Permanent Channelization is complete.
- Traffic lanes have been returned to their normal configuration.

Trenching

All trenches within the roadway area shall be backfilled and patched with temporary asphalt at the end of each working day, unless prior permission is granted by the Project Engineer. Temporary patching asphalt shall be HMA or cold mix asphalt as approved by the Project Engineer.

Relocation, adjustment, and replacement concurrent with Construction

Minor unexpected relocations, adjustments, and relocations by franchise utilities, and performed by Others shall be performed concurrent with the Contractor's activities. Puget Sound Energy will begin utility pole relocations prior to notice to proceed, but some work may run concurrent with Contractor's activities. Preliminary PSE pole relocation plans are included in Appendix C for reference.

Measurement and Payment

All costs associated with project specific scheduling and sequencing shall be incidental to the various bid items of this Contract.

1-08.4 Prosecution of Work

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

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

Revise this section to read:

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

(Special Provision)

Supplement

This project shall be Substantially completed within ***** 45 ***** working days.

(September 12, 2016 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. 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 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
- d. Final Contract Voucher Certification
- e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option B)

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

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

Liquidated Damages Formula

$$LD=0.15C/T$$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

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

1-09 MEASUREMENT AND PAYMENT

1-09.2(1) General Requirements for Weighing Equipment

(Special Provision)

Replacement

Delete the last paragraph of this section and replace it with the following:

It is the responsibility of the Contractor to see that tickets are given to the Inspector on the project for each truckload of material delivered. The City will not have a receiver at the point of delivery. Pay quantities will be prepared on the basis of said tally tickets, delivered to the Inspector by the Contractor on or within one (1) business day of the delivery of materials. Tickets not provided to the Inspector will not be honored for payment.

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

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

1-09.7 Mobilization

(Special Provision)

Supplement

Section 1-09.7 is supplemented with the following:

Obtaining a site for the Contractor's mobilization, field office(s), storage of materials, and other general operations shall be the responsibility of the Contractor. All costs associated with securing sites shall be included in the lump sum bid price for Mobilization and no other compensation will be made for this item. The Contractor will provide City with copy(s) of agreement(s).

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

Mobilization	Per Lump Sum
---------------------	---------------------

The lump sum bid price for "Mobilization" shall include, but not limited to, the following items: the movement of the Contractor's personnel, equipment, supplies and incidentals to the project site; the establishment of the Contractor's office, and other facilities necessary for work on the project; providing sanitary facilities for the Contractor's personnel; obtaining permits or licenses required to complete the project not furnished by the Owner; maintain

and producing Record Drawings as required herein; removal of Contractor stored or placed items for mobilization purposes; site cleanup of all Contractor occupied areas or Contractor storage/stockpile areas; and other work and operations which must be performed or costs that must be incurred.

1-09.9 Payments

(March 13, 2012 APWA GSP)

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
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.

1-09.13 Claim Resolution

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

(October 1, 2005 APWA GSP)

This section to be deleted and replaced with:

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.

1-09.13(3)A Administration of Arbitration

(November 30, 2018 APWA GSP)

Revise the third paragraph to read:

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

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

(Special Provision)

Supplement

Phase One: Northbound 77th Ave SE traffic shall remain closed for duration of phase one construction at the intersection. Northbound access to buildings and businesses on 77th Avenue shall be provided at all times. Southbound traffic shall be maintained 24 hours per day. West segment of Sunset Highway traffic shall have flagger-controlled access. Two-way access shall be provided while contractor is on site. Right-in/right-out shall be provided while contractor is off-site. East segment of Sunset Highway shall be closed just west of the intersection of 78th

Avenue; however driveway and garage access shall be maintained to the adjacent building.

Phases Two and Three: One-way traffic on West segment of Sunset Highway shall only be allowed while contractor is on-site and during crosswalk installation. Provide for two-way traffic during construction off hours. No temporary stoppage of southbound traffic will be allowed from 7:30am-9am and 3:30pm-6pm. Should any temporary stoppage of southbound traffic occur during the hours of 9am-3pm impact the 77th Ave SE off-ramp from I-90, the contractor shall clear traffic immediately. Further traffic control restrictions may be required should 77th Ave SE off ramp operations be impacted.

1-10.2(1) General
(September 7, 2021, WSDOT GSP OPT1)

Supplement

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

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

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

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

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

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

US Safety Alliance
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1-10.2(2) Traffic Control Plans
(Special Provision)

Supplement

Traffic Control Plans and Phasing and Sequencing Plans, including any revisions and updates, are the sole responsibility of the Contractor.

The Traffic Control Plans (TCP) shall be submitted at a scale of 1" = 20' and shall also show hauling routes, which must be approved in advance by the Engineer.

Per 1-08.0(1), the Contractor shall bring a preliminary TCP to the preconstruction meeting which shall include a proposed construction schedule, construction phasing, pedestrian route plan, and associated temporary traffic control implementation.

The TCP shall also include necessary phasing and sequencing diagrams to clarify the proposed order of work and work zones. The following minimum Traffic Control requirements shall be maintained during the construction of the project:

- Driveway closure shall be coordinated with property owners prior to reconstruction.
- Lane closures during working hours are allowable provided one lane of traffic is maintained at all times. Emergency response vehicles shall have immediate access at all times.
- Unless a pay item has specifically been included in the contract, dust, mud control and street cleaning is considered **incidental** to the project.
- The Contractor shall provide for cleaning all surfaced roadways as a result of the execution of this project. Flushing shall not be allowed.

The Contractor shall submit a Traffic Control Plan or Plans showing a method of handling traffic. All construction signs, flaggers, spotters and other traffic control devices shall be shown on the Traffic Control Plan(s) except for emergency situations. Generic TCP Plans will not be acceptable. The Contractor's proposed Traffic Control Plans shall show the necessary lane closures, lane shifts, construction signs, flaggers, spotters, and other traffic control devices required to support each phase of the construction. A separate plan shall be prepared for each major construction phase. The Contractor-provided Plans shall be prepared by the Contractor's Traffic Control Supervisor or a licensed engineer 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), the latest version of the Work Zone Traffic Control Guidelines published by the Washington State Department of Transportation.

Traffic Control Plans shall specify how accessible pedestrian routes shall be maintained through the project site.

The Contractor shall maintain a pedestrian path for safe crossing at all times for at least one side of the roadway and one side of each intersection. Pedestrian access shall be ADA compliant and shall be maintained at all times. Pedestrian access shall be continuous along the project frontage and provide access to adjacent businesses and buildings and shall be fully accessible after work hours and on weekends.

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

If operations of the Contractor are shown to significantly impede traffic flow during peak hours, the Engineer may restrict the Contractor's time for operating within the street.

The Contractor shall also be aware of any additional restrictions within the Contract Documents, in particular Special Provisions section 1-07.16(1) and 1-08.0(1).

1-10.3 Traffic Control Labor, Procedures, and Devices**1-10.3(3)A Construction Signs**
(Special Provision)*Supplement*

Supplement this section with the following:

Project Signs and posts will be provided by the Contractor. Contractor shall coordinate with installation locations and protect signs from damage throughout construction. Costs associated with this work shall be incidental to other items of work.

1-10.3(3)C Portable Changeable Message Sign

(Special Provision)

Supplement

Five days prior to commencement of work the Contractor shall place a portable changeable message sign at each end of the project as directed by the Engineer. Messages to display will be determined by the Engineer.

Portable Changeable Message signs shall remain in operation on the project until substantial completion.

1-10.5 Payment

(Special Provision)

Supplement

Supplement this section with the following:

Project Temporary Traffic Control	Lump Sum
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No separate payment will be made for the preparation of the Pedestrian Traffic Control Plan. All costs with developing, implementing, and maintaining temporary ADA pedestrian access path via boardwalks, procurement, placement and compaction of crushed surfacing top course for temporary paths, or other labor, tools, and materials to comply with MUTCD Chapter 6D requirements included in the approved Pedestrian Traffic Control Plan shall be included in the lump sum bid item "Project Temporary Traffic Control".

No separate payment will be made for Traffic Control Supervisor, Other Traffic Control Labor, Construction Signs Class A or B, Portable Changeable Message Signs, or other work required under this section unless a specific bid items have been provided in the Proposal.

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

END OF DIVISION 1

DIVISION 2: EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

(Special Provision)

Supplement

The Contractor shall stake the proposed clearing limits and trees noted for removal. 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 staking the clearing limits, the Contractor shall strive to protect from damage existing landscaping items, such as vegetation, rockeries, irrigation and other items not indicated for removal.

When trees, fencing, landscape vegetation, rockeries, irrigation systems on private property conflict with the proposed improvements, the Contractor shall allow seven (7) days notice to the property owners before commencing removal of the materials to allow time for private salvage. Items to be salvaged by adjacent homeowners will be determined in the field on an individual basis. If the property owners do not desire to salvage materials, then clearing may commence upon approval of the limits.

Contractor shall obtain all permits required which includes but is not limited to ROW Use Permit and approved vehicle and pedestrian traffic control plans, prior to mobilization and clearing of site per Standard Specifications 1-07.6, City Code, and as noted on the Plans.

2-01.2 Disposal of Usable Material and Debris

(Special Provision)

Supplement

No waste site has been provided for the disposal of excess or excavated materials. The Contractor shall make his or her own arrangements for obtaining waste sites in accordance with Section 2-01.2(2) and 2-03.3(7)C of the Standard Specifications.

Trees, stumps, and root removals necessary to install the proposed improvements shall be considered incidental to the lump sum bid price for "Removal of Structures, Obstructions and Vegetation Incl. Haul" and no additional payment shall be made for this work.

Not all clearing and grubbing requirements have been identified on the Plans. The Contractor shall be responsible for all clearing and grubbing, including tree and shrub trimming, necessary to complete the work and no additional payment shall be made for this work under any other bid item.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

(Special Provision)

Supplement

The following is added at the end of this section:

The Contractor shall remove and dispose of all items shown on the site preparation plans and other minor items necessary to complete the work. The Contractor shall review the plans, specifications, and project site to verify items to be removed within the clearing and grading limits.

Work shall consist of removing all materials noted in the section as well as any other materials noted for removal on the Plans or as necessary for construction of the proposed improvements for which a separate bid item is not provided. The following specific items shall be included under "Removal of Structures, Obstructions and Vegetation Incl. Haul", as well as other minor items noted on the Plans:

In general, the Contractor shall remove/dispose or abandon existing items which are in conflict with the new improvements, as noted above, and/or shown on the Site Prep Plan. Where not in conflict, or where not specified for relocation, demolition, or removal, Contractor shall protect all improvements. Miscellaneous small items requiring removal have not been shown on the Plans.

Structure excavation, backfill, and compaction quantities for the removal of items are not shown in the Plans. This excavation, backfill, and compaction work shall be considered incidental to the lump sum "Removal of Structure, Obstruction and Vegetation Incl. Haul" or the unit bid price for items included in the Proposal and no further compensation shall be made. All voids shall be backfilled with crushed surfacing.

2-02.3 Construction Requirements

(Special Provision)

Supplement

All material removed for the construction of the project shall be hauled off-site to a legal disposal site by the Contractor, except existing rockery and existing gravel, as noted on the plans. 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.

Contractor shall remove existing rockery as noted on the plans and stockpile for reinstalling as rock wall(s) as noted on the plans.

Contractor shall remove and stockpile existing gravel located on the north edge of property. The existing material shall be reinstalled as gravel path, as noted on Plans, any remaining material shall be used for subgrade purposes as needed.

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

(Special Provision)

Supplement

Supplement this Section with the following:

All sidewalk removal limits shall be marked out by paint and approved by the Engineer at least 24 hours prior to removal.

Where shown on the Plans, required, and as directed by the Engineer, the Contractor shall remove existing asphalt pavement, cement conc. sidewalk and curb ramp. Removal shall be conducted in such a manner to prevent damage to adjacent pavement, sidewalk, or curb and gutter that is to remain.

The Contractor shall replace all pavement, sidewalk, and curb and gutter not designated to be removed that is damaged due to the Contractor's operation to the satisfaction of the Engineer at no additional cost to the City. After removal of asphalt and cement concrete pavement and before surface restoration, all existing pavement, sidewalks, or driveways that were damaged or displaced shall be trimmed to neat edges by sawing pavement to a depth of 3 inches or to the depth of existing pavement, whichever is greater. The limits of trimming shall be reviewed and approved by the Engineer. Feathering will not be allowed. Such damage shall be repaired as part of the work at no cost to the City.

The Contractor shall dispose of all removed pavement and sidewalk off the project site in accordance with Section 2-01.2 as amended in the Special Provisions. Existing pavement materials shall be hauled and disposed of or recycled in accordance with the contractor's Construction Recycling Plan. All concrete and asphalt material removed shall be separated and removed from site in material specific loads for recycling.

The Contractor shall not remove pavement or concrete sidewalk unless the weather outlook will allow for replacement of removed materials before inclement weather is expected. If inclement weather is encountered before materials can be replaced the Contractor shall cover the exposed subgrade with Cold Mix HMA.

2-02.3(4) Sawcutting

(Special Provision)

New Section

All pavement removed, regardless of type, shall be sawcut with a neat, full depth, vertical edge/line.

All full-depth saw cuts shall be continuous, and shall be made with saws specifically equipped for the purpose. No skip cutting or jack hammering will be allowed. The location of all pavement cuts shall be where shown on the Plans or as approved by the Engineer in the field before cutting commences.

All saw cutting performed in the Contract shall provide for and include removal and disposal of slurry created from water cooling/lubrication, in accordance with the Washington State Department of Ecology regulations. Waste material (slurry) shall not be allowed to enter drainage systems, ditches, or streams.

Saw cutting of existing asphalt or cement concrete pavement shall occur prior to the removal of the existing paved surface to assure even edges. If pavement depths over 12 inches are encountered, the Contractor shall notify the Engineer to determine how to proceed.

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

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

All costs associated with sawcutting as well as collecting and disposal of wasted water shall be considered incidental to and included in the unit contract prices.

2-02.4 Measurement

(Special Provision)

Supplement

There shall be no unit measurement for the lump sum bid item, Removal of Structures, Obstructions and Vegetation Incl. Haul

Additional Crushed Surfacing Top Course, as deemed necessary by the Engineer, shall be paid for under the “Crushed Surfacing Top Course” bid item identified in Section 4-04.

2-02.5 Payment

(Special Provision)

Supplement

Payment will be made in accordance with Section 1-04.1, for the following Bid Item included in the Proposal:

Removal of Structures, Obstructions, and Vegetation Incl. Haul	Per Lump Sum
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The Lump Sum price for “Removal of Structures, Obstructions, and Vegetation Incl. Haul” shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily complete the work defined in the Standard Specifications and the Special Provisions. This work includes, but is not limited to, excavation, removal, cutting, and disposal of existing asphalt pavement, cement conc. sidewalk, removal of rock wall and stockpiling, removal of existing crushed rock and stockpiling, utility pole, vegetation, and the items shown on the Plans and specified herein. Haul and disposal/salvage of materials to which this Bid Item applies shall be considered incidental.

Sawcutting shall be considered incidental to the lump sum price for “Removal of Structures, Obstructions, and Vegetation, Incl. Haul” and no additional payment shall be made for this work.

Trees, stumps, and root removals necessary to install the proposed improvements shall be considered incidental to the lump sum bid price “Removal of Structures, Obstructions, and Vegetation, Incl. Haul” and no additional payment shall be made for this work.

Not all clearing and grubbing requirements have been identified on the Plans. The Contractor shall be responsible for all clearing and grubbing, including tree and shrub trimming, necessary to complete the work and no additional payment shall be made for this work under any other bid item.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description

(Special Provision)

Supplement

This section includes excavation and reuse of existing soils below the existing pavement and below the existing topsoil and site features to achieve the proposed pavement section subgrade elevation.

The work in this section shall include excavation and reuse of existing soils and subgrade as shown on the Plans as necessary to achieve final grades for planting and lawn area, and pavement section subgrade elevation.

2-03.3 Construction Requirements

(Special Provision)

Supplement

Surplus excavated material or unsuitable material shall be disposed of by the Contractor. All cost associated with hauling and disposal of the excavated material shall be considered incidental to the unit contract price for "Site Grading". Care shall be taken to place excavated material at the optimum moisture content to achieve the specified compaction. Any native material used for fill shall be free of organics and debris and have a maximum particle size of 6 inches.

Any excavation or embankment beyond the limits indicated in the Plans, unless ordered by the Engineer, shall not be paid for. All work and material required to return these areas to their original conditions, as directed by the Engineer, shall be provided by the Contractor at his sole expense.

All areas shall be excavated, filled, and/or backfilled as necessary to comply with the grades shown on the Plans. In filled and backfilled areas, fine grading shall begin during the placement and the compaction of the final layer. In cut sections, fine grading shall begin within the final six (6) inches of cut. Final grading shall produce a surface which is smooth and even, without abrupt changes in grade.

Excavation and grading will be to the final subgrade elevations as shown in the Plans. Finished grades will be per the pavement section typical details, elevations and slopes as shown in the Plans.

Excavation beyond the defined limits, unless directed by the Engineer, shall not be paid for. Unauthorized over-excavation shall be filled with crushed surfacing top course to be placed and compacted at the Contractor's expense.

2-03.4 Measurement

(Special Provision)

Supplement

There shall be no unit measurement for the lump sum bid item, Site Grading.

Payment will be made in accordance with Section 1-04.1, for the following Bid Items that are included in the Proposal:

2-03.5 Payment*(Special Provision)**Supplement*

Site Grading	Per Lump Sum
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The Lump Sum price for "Site Grading" shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily complete the work defined in the Standard Specifications and the Special Provisions. This work includes, but is not limited to, excavation, reuse of site material, and hauling of excess material after the site has been satisfactorily cleared, grubbed and graded to reach final subgrade. Haul and disposal/salvage of materials to which this Bid Item applies shall be considered incidental.

2-04 HAUL**2-04.1 Description***(Special Provision)**Supplement*

In reference to the term "haul" as used in Section 2-04 and Section 2-09.3(1)D of the Standard Specifications, all costs and expenses involved in haul will be considered incidental to the unit contract prices of the Bid Items and no additional compensation will be made.

2-04.2 Hauling on Routes Other Than State Highways*(Special Provision)**New Section*

If the sources of materials provided by the Contractor necessitate hauling over roads other than City streets or state highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use and cleaning, if necessary, of the haul routes.

2-11 TRIMMING AND CLEANUP**2-11.3 Construction Requirements***(Special Provision)**Supplement*

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

2-11.5 Payment*(Special Provision)**Supplement*

Trimming and Cleanup shall not be measured for payment and shall be considered incidental to the various Bid Items of the Contract.

END OF DIVISION 2

DIVISION 3: AGGREGATE PRODUCTION AND ACCEPTANCE

3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor Furnished Material Sources

(Special Provision)

Supplement

No source has been provided for any materials necessary for the construction of this improvement.

If the source of materials provided by the Contractor necessitates hauling over roads other than City streets, the Contractor shall at his or her own expense, make all arrangements for the use of haul routes.

3-01.6 Payment

(Special Provision)

Supplement

All costs of any work required under Division 3 shall be included in the unit contract prices for the various items in the Proposal.

END OF DIVISION 3

DIVISION 4: BASES

4-04 BALLAST AND CRUSHED SURFACING

4-04.1 Description

(Special Provision)

Supplement

Crushed Surfacing Top Course shall be placed where shown on the Plans, as a base for pavement, cement conc. sidewalks, gravel path, as backfill for unsuitable foundation excavation, or for any other purposed deemed necessary by the Engineer. Contractor shall use existing stockpiled crushed rock for installation of gravel path and remaining material for base as required. Additional import crushed surfacing top course required for base materials shall be measured and paid for per “Crushed Surfacing Top Course”.

4-04.4 Measurement

(Special Provision)

Supplement

“Crushed Surfacing Top Course” will be measured by the ton based on certified truck tickets collected by the Inspector at the end of each working day for import material. Tickets will be accepted for payment after the end of each working day only when prior arrangements have been made with the Inspector.

4-04.5 Payment

(Special Provision)

Supplement

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

Crushed Surfacing Top Course	Per Ton
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The unit contract bid price for “Crushed Surfacing Top Course”, including all incidental work, shall be full compensation for all labor, material, tools, and equipment, including but not limited to furnish and haul of import crushed surfacing top course. The placing, grading, and compacting of existing stockpiled and import crushed surfacing necessary to satisfactorily complete the work as defined in the Plans, Standard Specifications, and these Special Provisions shall be included in the various bid items and no additional compensation shall be made.

END OF DIVISION 4

DIVISION 7: drainage structures, storm sewers, sanitary sewers, water mains, and conduits

7-05 MANHOLES, INLETS CATCH BASINS, AND DRYWELLS

7-05.1 Description

(Special Provision)

Supplement

This work shall include adjusting existing drainage structures to final grade. This work shall be considered incidental to the other various work and no further compensation shall be made.

END OF DIVISION 7

DIVISION 8: MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

(Special Provision)

Supplement

The Contractor shall install and maintain all temporary and permanent erosion control measures and Best Management Practices (BMPs) in accordance with the Bid Documents, Standard Specifications, Permit Conditions, and as directed by the City. Should there be a suspension of work at any time during the contract, the contractor shall be responsible for maintaining all erosion control measures for the duration of the suspension. 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
- 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 8-01 of the Standard Specifications
- All materials, tools and equipment necessary to meet these requirements
- Utilize the Department of Ecology's (DOE) Best Management Practices

Site Specific BMPs and TESC Plan

The Contractor shall submit their own Temporary Erosion / Water Pollution Control Plan to the City for review and approval prior to the commencement of any activities.

The Temporary Erosion/Water Pollution Control Plan shall be in compliance with the King County Surface Water Design Manual, 2016 edition.

All costs associated with preparing the TESC Plan shall be included in the lump sum "Erosion / Water Pollution Control Incl. SWPPP Plan".

8-01.3 Construction Requirements

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

(January 5, 2015 WSDOT GSP)

Revision

The second and third paragraphs in Section 8-01.3(1)B are revised to read:

The ESC Lead shall implement the TESC Plan. Implementation shall include, but is not limited to:

1. Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the TESC Plan to assure continued performance of their intended function. Damaged or inadequate TESC BMP's shall be corrected immediately.
2. Updating the TESC Plan to reflect current field conditions.
3. Discharge sampling and submitting Discharge Monitoring Reports (DMRs) to Ecology in accordance with the CSWGP.
4. Develop and maintain the Site Log Book as defined in the CSWGP. As a part of the Site Log Book, the Contractor shall develop and maintain a BMP tracking table to show that identified TESC compliance issues are fully resolved within 10 calendar days. The table shall include the date an issue was identified, a description of how it was resolved, and the date the issue was fully resolved.

The ESC Lead shall also inspect all areas disturbed by construction activities, all on-site erosion and sediment control BMP's, and all stormwater discharge points at least once every calendar week and within 24-hours of runoff events in which stormwater discharges from the site. Inspections of temporarily stabilized, inactive sites may be reduced to once every calendar month. The Erosion and Sediment Control Inspection Form (WSDOT Form 220-030) shall be completed for each inspection and a copy shall be submitted to the Engineer no later than the end of the next working day following the inspection.

8-01.3(8) Street Cleaning

(Special Provision)

Supplement

The roadway shall be swept daily and as needed. Flushing will not be permitted. Roadway sweeping and cleaning shall be considered incidental to the various bid items.

8-01.3(9)D Inlet Protection

(Special Provision)

Supplement

Catch Basin Inserts shall meet the requirements of the applicable detail per WSDOT Std Plan I-40.20-00 and as shown on the Plans. The simple placement of a permeable geotextile material under a catch basin grate is not acceptable.

Catch Basin Inserts shall be installed on all existing and new catch basins that are constructed as part of this contract or receive runoff from the project site. Catch basin inserts shall be installed, maintained, inspected and removed per the Standard Specifications and as recommended by the manufacturer.

8-01.3(15) Maintenance

(January 5, 2015 WSDOT GSP)

Modification

The fifth paragraph of Section 8-01.3(15) is deleted.

8-01.3(17) Suspension of Work

(Special Provision)

New Section

If at any time during the life of this Contract it becomes necessary to suspend work due to weather conditions or other constraints, it shall be the Contractor's obligation to meet the following requirements:

- The Contractor shall remain obligated to meet the Temporary Erosion / Water Pollution Control requirements of the Bid Documents during any suspension of work
- The Contractor shall remain obligated to meet the Temporary Traffic Control (both vehicular and pedestrian) requirements of the Bid Documents during any suspension of work
- The Contractor shall maintain vigilance and maintain a safe project area free of hazards to public safety and shall remedy all hazardous situations immediately.

8-01.4 Measurement

(Special Provision)

Supplement

When the Bid Proposal contains the lump sum item "Erosion / Water Pollution Control Incl. SWPP Plan" there will be no measurement of unit or force account items for Work defined in Section 8-01 except when a specific item is included in the proposal.

8-01.5 Payment

(Special Provision)

Supplement

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

Erosion / Water Pollution Control Incl. SWPPP Plan	Per Lump Sum
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The unit bid price for "Erosion / Water Pollution Control Incl. SWPPP Plan" shall be full payment to perform the Work as specified in Section 8-01. Progress payments for the lump sum item "Erosion / Water Pollution Control Incl. SWPPP Plan" will be made as follows:

1. The Contracting Agency will pay 25 percent of the bid amount for the initial set up for the item. Initial set up includes the following:
 - a. Acceptance of the TESC Plan provided by the Contracting Agency or submittal of a new TESC Plan,
 - b. Submittal of a schedule for the installation of the BMP's,
 - c. Initial installation of BMP's associated with sensitive areas delineation, clearing/grubbing and perimeter control.
2. The remaining seventy-five percent of the bid amount shall be paid in accordance with Section 1-09.9.

Roadway sweeping and cleaning shall be considered incidental to the various bid items and no additional payment will be made.

8-02 ROADSIDE RESTORATION

8-02.2 Materials

(Special Provision)

Supplement

This section is supplemented with the following:

Topsoil Type A	9-14.2(1)
Seed	9-14.3
Bark or Wood Chip Mulch	9-14.5(3)
Boulder Bench	9-14.9
Tree Watering Bags	9-14.10

8-02.3(1) Responsibility During Construction

(Special Provision)

Supplement

Dumping or stockpiling of topsoil or bark mulch shall not be allowed on roadway surfaces.

8-02.3(4) Topsoil

(Special Provision)

Supplement

Subgrade will require review and approval by the Engineer prior to the placement of topsoil.

Thoroughly loosen subgrade in planting and seeding areas to six (6) inches depth or as noted in the plans otherwise. Scarified subgrade shall be inspected and approved by the Engineer prior to placement of topsoil. Remove all construction debris and rocks over two (2) inches in diameter prior to the placement of topsoil.

Within the dripline of existing trees to remain, or in areas where significant tree roots are encountered, no tilling of subgrade required.

In all planting and seeded lawn areas, topsoil shall be placed and incorporated as outlined in Section 8-02.3(5)B Lawn Area Preparation and Section 8-02.3(5)C Planting Area Preparation of these Special Provisions.

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

8-02.3(4)A Topsoil Type A

(Special Provision)

Supplement

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

8-02.3(5)B Lawn Area Preparation

(Special Provision)

Supplement

Upon approval of the subgrade by Engineer, place Topsoil Type A to depth as indicated on the Plans. In all Seeded Lawn areas, Topsoil Type A shall be installed in a single lift to the depth shown on the Plans.

Lightly compact soil and establish a smooth and uniform finished grade that protects against obstruction to surface drainage and ponding. Materials shall be placed so that after settlement of finished grades the top of the root zone will be flush with the top of curb/sidewalk.

8-02.3(5)C Planting Area Preparation

(Special Provision)

Supplement

Upon approval of the subgrade by Engineer, place Topsoil Type A to depth as indicated on the Plans. In all Planter areas, Topsoil Type A shall be installed in two lifts. The first three (3) inch lift shall be incorporated into the top six (6) inches of prepared subgrade by rototilling, then the remaining topsoil shall be installed to achieve the minimum depth as shown in the Plans.

Lightly compact soil and establish a smooth and uniform finished grade that protects against obstruction to surface drainage and ponding. Materials shall be placed so that after settlement, finish grade prior to the placement of bark mulch shall be two (2) inches below top of curb/sidewalk.

8-02.3(6)B Fertilizer

(Special Provision)

Supplement

Fertilizers must be delivered to job sites, mixed as specified, in standard size unopened containers, showing weight, analysis and name of manufacturer. Material shall be uniform in composition, free-flowing and suitable for application by mechanical equipment. All elements shall be protected from the weather, particularly moisture, both on and off the job site.

Fertilizer shall conform to Section 9-14.4 of these special provisions and shall be supplied by a Contractor's supplied source, as approved by the Project Engineer.

Fertilize all plants at the rate recommended by the manufacturer. Fertilizer shall be

considered incidental to and included in the unit contract price for plants.

8-02.3(8)B Plant Installation

(Special Provision)

Supplement

All plants shall be planted as detailed on the Plans.

Scarify sides and bottom of all planting pits prior to planting. Sufficient planting soil shall be placed around the plant and compacted so as to ensure that the location of the ground line at the top of the root ball is the same as the nursery.

Set plants upright and face to give best appearance or relationship to adjacent structures and roadway and hold rigidly in position until planting soil has been backfilled and tamped firmly around the root ball or roots.

When the pit is backfilled halfway, place the specified quantity of fertilizer in planting pit, unless otherwise specified on the plans. Evenly spread fertilizer adjacent to the root system at a depth that is between the middle and the bottom of the root system. Do not injure root system. Place and compact planting topsoil carefully to avoid injury to roots; fill all voids.

Install Tree Watering Bags, one each per tree, per manufacturer's instructions. Tree Watering Bags shall conform to Section 9-14.10 of these special provisions and shall be supplied by a Contractor's supplied source, as approved by the Project Engineer. Tree Watering Bags shall be considered incidental to and included in the unit cost of trees.

8-02.3(10)B Lawn Seeding and Sodding

(Special Provision)

Supplement

Where feasible, the hydroseeding method of application shall be used. A slurry consisting of seed, fertilizer, mulch and water shall be uniformly applied over all disturbed areas as noted on the Plans. All areas to be seeded shall be free of all visible clods, rocks, and debris measuring one (1) inch or larger in any dimension.

Seeded Lawn shall conform to Section 9-14.3 of these Special Provisions and shall be supplied by a Contractor's supplied source, as approved by the Engineer.

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

(Special Provision)

Supplement

Bark or Wood Chip Mulch shall meet the requirements of Section 9-14.5(3) of these Special Provisions and shall be supplied by a Contractor's supplied source, and as approved by the Engineer.

Bark or Wood Chip Mulch shall be installed to a depth of two (2) inches where shown on the Plans. Keep mulch away from base of plants, and thoroughly water and hose down plants with a fine spray to wash the leaves immediately after application.

8-02.3(13) Plant Establishment*(Special Provision)**Supplement***Plant Establishment Prior to Final Acceptance of Planting**

The Contractor shall maintain the planting and seeded areas and all plants planted within the project limits to ensure the resumption and continued growth of the planted material until final acceptance of the planting by the City.

Maintenance shall include, but not be limited to, labor and materials necessary for removal of foreign, dead, or rejected plant material, maintaining a weed-free condition, and the replacement of all unsatisfactory plant material planted under the contract. All plant material shall be watered, pruned, sprayed and otherwise maintained and protected at regular intervals until notification of final acceptance of the planting. Rejected plant materials shall be replaced. Plant material for replacement shall be inspected and approved as equal plant material prior to replacement being made.

If plants are stolen or damaged by the acts of others prior to final acceptance of the planting, the County will pay invoice cost only for the replacement plants with no mark-up and the Contractor will be responsible for the labor to install the replacement plants.

Plant establishment prior to final acceptance of planting shall be considered incidental to and included in the unit cost for trees and plants.

Lawn establishment shall be per Section 8-02.3(10)C of the Standard Specifications and shall be considered incidental to and included in the unit cost for "Seeded Lawn Installation".

8-02.3(18) Boulder Bench*(Special Provision)**New Section*

Install each boulder bench, as detailed in locations per Plans.

Boulder bench may be a minimum of 6 to 8 weeks lead time for procurement.

Engineer shall field select boulder bench at rock supplier for delivery to site and field locate for best position and exposed surface.

The Contractor shall provide the name of the Boulder supplier and the source quarry, as well as photos, showing scale, color and texture of Boulders for approval by the Engineer.

Layout of boulder bench shall be as shown in the Plans and approved in the field by the Engineer. Boulder bench shall be supplied by a Contractor's supplied source, and as approved by the Engineer.

8-02.3(19) Rockery and Gravel Path Install*(Special Provision)**New Section*

Rockery and Gravel Path shall be installed as detailed in locations per plans. Contractor shall use existing on-site materials - stockpiled rocks, and gravel - for installation.

Additional crushed surfacing top course material required to complete the Gravel Path, shall be paid for under the bid item "Crushed Surfacing Top Course".

8-02.4 Measurement

(Special Provision)

Supplement

No specific unit of measure shall apply to the lump sum for tree and plant protection.

The pay quantities for plant materials will be determined by count of the number of satisfactory installed trees, shrubs, groundcover and other landscape materials accepted by the Engineer.

Topsoil Type A and Bark or Wood Chip Mulch shall be measured per cubic yard in the haul conveyance at the point of delivery.

Seeded Lawn Installation shall be measured per square yard along the ground-slope line.

Boulder Bench shall be measured per each selected boulder bench delivered and installed.

Rockery Install shall be measured per linear foot of rockery rebuilt and accepted by the Engineer.

Gravel Path shall be measured per square foot of gravel path installed and accepted by the Engineer.

8-02.5 Payment

(Special Provision)

Supplement

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

Tree and Plant Protection	Per Lump Sum
Topsoil Type A	Per Cubic Yard
Bark or Wood Chip Mulch	Per Cubic Yard
Seeded Lawn Installation	Per Square Yard
PS _____	Per Each
Boulder Bench	Per Each
Rockery Install	Per Linear Foot
Gravel Path Install	Per Square Foot

The unit bid prices for "Rockery Install" and "Gravel Path Install", including all incidental work, shall be full compensation for all labor, tools, and equipment necessary to satisfactorily complete the work as defined in the Plans and these Special Provisions. Any additional gravel required for "Gravel Path Install" shall be paid for under the unit bid item for "Crushed Surfacing Top Course".

The unit contract price for "PS____", per each, shall be full compensation for all materials, labor, tools, equipment, and supplies necessary to fine grade, produce, plant, cultivate and cleanup for the particular items called for in the plans.

Tree staking and fertilizer shall be incidental to the above bid items and all costs shall be included in the unit contract prices.

8-03 IRRIGATION SYSTEMS

8-03.1 Description

(Special Provision)

Supplement

The work shall include connecting to existing water line and installing complete irrigation system as shown in the Plans.

8-03.3 Construction Requirements

(Special Provision)

Supplement

8-03.3(7) Piping

(Special Provision)

Supplement

The Contractor is alerted that irrigation sleeves are not shown on the Site Plan sheet and thus will require coordination with the Irrigation Plans. The Contractor shall ensure coordination with all pavement installation is done with adequate time to allow for sleeving placement around utilities and structures as indicated on the Plans.

PVC Pipe and Fittings

All irrigation piping install beneath driveways, sidewalk and other hard surfacing shall be sleeved in PVC at least twice the external irrigation pipe diameter to be installed.

Due to the nature of PVC pipe and fittings, the Contractor shall exercise care in handling, loading, unloading and storing pipe to avoid damage. The pipe and fittings shall be stored under cover and shall be transported in a vehicle with a bed long enough to allow the length of pipe to lie flat so as not to be subject to undue ending or concentrated external load at any point.

Any pipe that has been dented or damaged shall be set aside until such damage has been cut out and pipe is rejoined with a coupling.

Solvent welded joints shall be performed as a two-step process using P70 primer and 711 glue. In each case, both fittings and pipes must be given the following applications. Both must first be primed, then be glued, then pressed together while giving a quarter turn and held together for 30 seconds. Give at least 15 minutes set-up time before moving or handling. Pipe shall be partially center loaded to prevent arching and slipping. No water shall be permitted in the pipe until at least 10 hours have elapsed for the weld to set and cure.

Backfilling shall be done when pipe is not in an expanded condition due to heat or pressure. Cooling of the pipe can be accomplished by operation the system for a short time before backfill, or by backfilling in the early part of the morning before the heat of day.

Before pressure testing, soluble weld joints shall be given at least 24 hours curing time.

No PVC pipe may be threaded or connected to a threaded fitting without an adapter.

Great care must be taken to ensure that the inside of the pipe is absolutely clean. Any pipe ends not being worked on must be protected and not left open.

8-03.3(14) System Operation

(Special Provision)

Supplement

The irrigation system operation shall be guaranteed, maintained and operated by the Contractor for the full duration of the plant establishment required by the Bid Documents.

8-03.4 Measurement

(Special Provision)

Supplement

No unit of measurement will apply to the lump sum price for the Irrigation System, Complete, but payment will be for the sum total of all items for a complete system to be furnished and installed.

8-03.5 Payment

(Special Provision)

Supplement

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

Irrigation System, Complete	Per Lump Sum
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The lump sum price for "Automatic Irrigation System, Complete" shall be full compensation or furnishing all labor, materials, tools, and equipment necessary or incidental to the construction of the complete and operable sprinkler irrigation systems as shown in the Plans or as directed by the Engineer. No separate payments shall be made for excavation, backfilling, compaction, or restoration of materials associated with the installation of the Irrigation System.

8-14 CEMENT CONCRETE SIDEWALKS

8-14.1 Description

(Special Provision)

Supplement

This work shall consist of construction and installation cement concrete sidewalks with scoring, cement concrete sidewalks with scoring and thickened edge, and curb ramp including detectable warning surface, as well as adjusting all utilities to the proposed sidewalk grades as shown on the Plans.

8-14.2 Materials*(Special Provision)**Supplement*

Commercial concrete for sidewalk will not be allowed.

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

Cement concrete sidewalk shall receive light broom finish as shown detailed on the Plans.

Expansion joints shall be placed between pedestrian ramps, driveways and match curb and gutter expansion joint spacing. The Contractor shall also place expansion joints as indicated on the plans and in details.

8-14.3(7) Curb Ramps*(Special Provision)**New Section*

Curb ramp on this project may need to be modified from the standard details to fit the project conditions while meeting current ADA requirements.

Compliance with ADA standards is taken very seriously and minor modifications to the dimensions shown on the Plans may be required to meet current standards. **Ramps poured which do not meet the design details and WSDOT standards to the maximum extent practical shall be removed and replaced at the Contractor's expense.**

Per the Standard Specifications, detectable warning surfaces shall be furnished and installed on each curb ramp.

The City and Engineer shall be allowed a 24 hour window of inspection of cement concrete curb ramp form work prior to placement. Should the contractor provide less than 24 hour notice for inspection, the contractor will assume full responsibility for the placement of concrete and acceptance may or may be granted, at which time the City or Engineer may request that the cement concrete curb ramp be removed and replaced with the proper inspection.

8-14.4 Measurement*(Special Provision)**Supplement*

Included in the measurement and payment for "Cement Conc. Sidewalk Incl. Curb Ramp" shall be cement concrete for sidewalks with scoring and light broom finish, curb ramp and detectable warning surface.

Cement Conc. Sidewalk and Curb Ramp will be measured per square yard of the completed sidewalk and curb ramp installed regardless of type including thickened edge as shown in the Plans.

8-14.5 Payment

(Special Provision)

Supplement

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

Cement Conc. Sidewalk Incl. Curb Ramp	Per Square Yard
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The unit bid prices above, including all incidental work, shall be full compensation for all labor, materials, tools, utility adjustments, sawcut scoring, broom finish and equipment necessary to satisfactorily complete the work as defined in the Plans, the Standard Specifications, and these Special Provisions.

8-30 TIMBER STEPS

8-30.1 Description

(Special Provision)

Supplement

This work shall include all work necessary or incidental to construct Timber Steps at the location in the Plan and per the details in the Plans.

8-30.2 Materials

(Special Provision)

Supplement

Materials shall conform to the items described and listed in the Plans and details.

Rebar shall be reinforcing steel conforming to ASTM A615, Grade 60.

Trail surface aggregate shall be 1/4 inch minus crushed aggregate screenings.

Sand and crushed stone shall consist of inert materials that are hard and durable, with stone free from surface coatings and deleterious materials. Gradation requirements shall be as follows:

Crushed Surfacing Aggregate Sieve Analysis Percentage of Weight Passing a Square Mesh Sieve AASHTO T11-82 and T2782

1/4 MINUS AGGREGATE GRADATION

U.S. Sieve No.	Percent Passing by Weight
# 3/8-inch	100
# 4	90 – 100
# 8	75 – 80
# 16	55 – 65
# 30	40 – 50
# 50	25 – 35
# 100	15 – 20
# 200 to	10 – 15

The color of crushed surfacing aggregate shall be gray and/or beige.

8-30.3 Construction Requirements

(Special Provision)

Supplement

The construction of the timber steps shall provide a safe and accessible route to the proposed sidewalk.

8-30.4 Measurement

(Special Provision)

Supplement

No specific unit of measurement shall be made for the lump sum bid item "Timber Steps".

8-30.5 Payment

(Special Provision)

Supplement

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

Timber Steps	Per Lump Sum
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The lump sum cost for "Timber Steps" shall be full compensation for all labor, tools, equipment, and materials including timber, CSTC, rebar, trail surface aggregate and necessary or incidental to construct the proposed timber stairs per the details in the Plans.

DIVISION 9: MATERIALS

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.2(1) Topsoil Type A

(Special Provision)

Supplement

Topsoil Type A mix shall be a 50%/50% mixture of pure compost, and sand, sandy loam or silty sand. The soil shall be high in organic content and comprised of fully composted and mature organic materials.

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

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

Screen Size	7/16" Maximum
(Approximate Particle Size)	
Total Nitrogen	0.25% Minimum
Organic Matter	10% Minimum

pH Range	5.5 to 7.5
Conductivity	5 mmhos/cm Maximum

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

9-14.3 Seed

(Special Provision)

Supplement

The grass seed dealer shall mix the grass seed only. The Contractor shall furnish the Engineer with a dealer's guaranteed statement of the composition, mixture, and the percentage of purity and germination of each variety.

Seeded Lawn Mix shall be composed of the following varieties mixed in the proportions indicated:

Mixture Proportions			
Name	% by Weight	% Purity	% Germination
Chewings Fescue (Longfellow, Waldorf, Bargreen)	30%	98%	90%
Hard Fescue	20%	98%	90%
Perennial Rye (blend of two – Fiesta II, Prelude II, Palmer II, Commander)	50%	95%	90%

All seed mixes shall be certified as 99% weed-free and 90% viable seeds by germination tests and by age specifications by species. Apply hydroseed mulch, tackifier, seed and fertilizer per supplier's recommendations.

9-14.4 Fertilizer

(Special Provision)

Supplement

All Fertilizer applications for plants shall follow Washington State University, National Arborist Association or other accepted agronomic or horticultural standards.

Fertilizer for plants shall be Best-Paks Biodegradable Packet, 20-10-5, or City of Mercer Island approved equal. Apply per manufacturer's recommendations.

9-14.5(3) Bark or Wood Chips

(Special Provision)

Supplement

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

The bark shall be uniform in color, free from weed seeds, sawdust, and splinters. The mulch shall not contain resin, tannin, wood fiber, or other compounds detrimental to plant life. The moisture content of bagged mulch shall not exceed 22%. The

acceptable size range of bark mulch material is ½” to 1” with maximum of 20% passing the ½” screen.

9-14.7 Plant Materials

9-14.7(2) Quality

(Special Provision)

Supplement

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

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

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

9-14.7(3) Handling and Shipping

(Special Provision)

Supplement

The Contracting Agency shall reserve the option of selecting and inspecting plant material at the nursery. The contractor shall provide the Contracting Agency with at least one week notice prior to preparing plants for shipping and delivery. The Contractor shall neither deliver to site nor install plant materials until authorized by the Contracting Agency.

All plant material shall be transported to planting locations with care to prevent damage. Tie back branches as necessary, and protect bark from chafing with burlap bags. Do not drag plant material along ground without proper protection of roots and branches.

All plant material shall be legibly tagged. Tagging may be by species or variety with minimum of one tag per ten plants.

Cold storage of plants shall not be permitted.

If planting is delayed more than 24 hours after delivery, set balled and burlapped plants on the ground, well protected with soil or wet peat. Adequately cover all roots of bare root material with soil or wet peat. Protect rootballs from freezing, sun, drying winds or mechanical damage. Water plant material as necessary until planted.

Plants shall not be stored for more than one week. Longer storage period at project site will result in rejection of plant materials by the Contracting Agency.

9-14.9 Boulder Bench*(Special Provision)**New Section*

Boulder bench shall be High Cascade Granite, natural occurring irregular shape with at least one flat “bench” surface area, approximate shape and size as detailed in the Plans.

9-14.4 Tree Watering Bags*(Special Provision)**New Section*

Tree watering bag system shall be commercially available, 15-gallon, slow-release watering bag with two (2) water-release points per bag. Materials: UV-stabilized polyethylene with nylon zipper and polypropylene handle straps; color: green.

9-15 IRRIGATION SYSTEM**9-15.1 Pipe, Tubing and Fittings***(Special Provision)**Supplement*

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

9-15.1(2) Polyvinyl Chloride Pipe And Fittings*(Special Provision)**Supplement*

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

9-15.5 Valve Boxes and Protective Sleeves*(Special Provision)**Supplement*

Valve boxes for automatic control valve with extensions as necessary and bypass assemblies shall be grey flared box, HDPE construction with UV inhibitors, heavy duty seat collar, drop in locking, with green HDPE drop in locking lid.

Valve boxes for Double Check Valve Assembly shall be grey heavy duty polymer concrete, top dimensions 25”L x 15-16”W and 24” D designed to withstand H-10 and H-20 loading in incidental and non-deliberate traffic areas. Valve box must be compliant with AASHTO H-10 Design Load; ASTM C 857-95 Design Load of A-8, 8,000lbs. Box shall be alkaline, acid and weather resistant, with flush locking polymer concrete cover. Verify size to fit Double Check Valve Assembly.

9-15.7(2) Automatic Control Valves*(Special Provision)**Supplement*

Automatic Control Valves shall be an industrial strength glass-filled nylon electronic globe valve, suited for commercial irrigation applications, with stainless steel components. Control Valves shall be rated for operating pressure from 20-200 psi, and flow capability from 0.25 to 200GPM, Control Valves shall also include:

- One piece solenoid design, external bleed, to protect solenoid when system is flushed.
- Internal bleed to operate valve without allowing water into the valve box.
- Electrical specifications:
 - Power capabilities: 24 VAC 50/60 Hz (cycles/sec) solenoid
 - Inrush current: 0.41 A (9.84 VA) at 60 Hz
 - Holding current: 0.28 A (6.72 VA) at 60 Hz
 - Coil resistance: 30-39 Ohms
- Control valve shall also be compatible with Automatic Controller decoders.

9-15.8 Quick Coupling Equipment*(Special Provision)**Supplement*

Quick coupling valves shall be two-piece brass body design, with corrosion resistant steel springs. The quick coupler shall be rated for 5 to 125psi, 10-125 GPM, with locking, thermoplastic cover.

9-15.17 Electrical Wire And Splices*(Special Provision)**Supplement*

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

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

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

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