

# CITY OF MERCER ISLAND

KING COUNTY, WASHINGTON



MERCER ISLAND PUBLIC WORKS DEPARTMENT

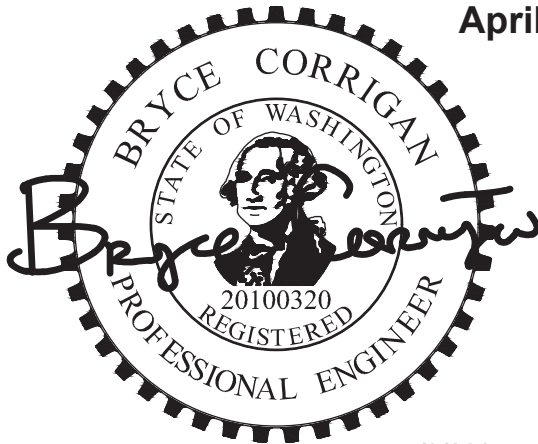
## Aubrey Davis Park Trail Improvements

Project Number:

24-13

### Bid Contract Specifications

April 2024



4/9/2024



4/9/2024

*This Page Intentionally Left Blank*

## TABLE OF CONTENTS

### NOTICES

- Advertisement for Bids N-1
- Instructions to Bidders N-3
- Bidder's Check List N-14

### BIDDING REQUIREMENTS

- Non-Collusion Declaration A-1
- Bid Form A-3
- Bid Schedule A-5
- Bid Summary A-7
- Subcontractor Listing A-9
- Proposal Signature Sheet A-10
- Contractor's Declaration A-12
- Bidder's Qualifications Certificate A-14
- Bid Guaranty Bond A-15

### AGREEMENT FORMS (Submit within 10 calendar days of the Notice of Award)

- Public Works Contract B-1
- Performance Bond B-11
- Payment Bond B-12
- Retainage Agreement B-13
- Assignment of Funds B-16

### SPECIAL PROVISIONS

#### APPENDICES

- A. Standard Plans
- B. Landscape and Irrigation Maintenance Plan

### PLANS (Bound Separately)

## Advertisement for Bids City of Mercer Island

Project Title: Aubrey Davis Park Trail Improvements

Bid Number: 24-13

Engineers Estimated Cost (Range): \$410,000-\$430,000

Bidders shall submit their bids in PDF format to the Public Works email address at: [bids@mercerisland.gov](mailto:bids@mercerisland.gov). Sealed bids will be received, not sent, electronically by the City **2:00 pm on May 7, 2024**. There will be no public bid opening for this project. Bid results will be posted on the City's web page at: <https://www.mercerisland.gov/rfps>.

Bidder questions are to be directed to Paul West, Senior CIP Project Manager, by email only at [paul.west@mercerisland.org](mailto:paul.west@mercerisland.org). The City will receive questions until **9:00 am on April 26, 2024**. Questions received after this date will not be answered. All questions and responses will be posted in an addendum by **May 1, 2024** to the Builders Exchange site.

Work to be performed under this contract includes construction staging, pedestrian and bike traffic control, asphalt and concrete pathway removals; new asphalt, new concrete, scored cement concrete with decorative treatment, new luminaire, conduit and wiring installation, new pavement markings, new signage, and landscape restoration.

The City reserves the right to reject any and all bids and to waive minor irregularities.

Plans, specifications, addenda, and bidders list are available on-line through Builders Exchange of Washington, Inc. at <http://www.bxwa.com>. Click on "Posted Projects", "Public Works", "City of Mercer Island", "Projects Bidding". Builders Exchange manages the official bidders list. Bidders are encouraged to register in order to receive automatic email notification of future addenda and to be placed on the official bidders list.

Plans and specifications are also available at the City of Mercer Island website <https://www.mercerisland.gov/rfps>. Addenda may not be available or updated on this website.

A bid deposit in the amount of five percent (5%) of the bid total price must accompany each bid.

The City of Mercer Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Andrea Larson, City Clerk

Published: Seattle Daily Journal of Commerce – 4/16/2024 & 4/18/2024

*This Page Intentionally Left Blank*

## City of Mercer Island

### Instructions to Bidders

1. ELIGIBILITY TO BID:

It is the intent of the City to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. To be eligible to bid, each Bidder must, at the time of the bid submittal:

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW; and
- B. Have a current Washington Unified Business Identifier (UBI) number; and
- C. If applicable:
  - i. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW; and
  - ii. Have a Washington Employment Security Department number, as required in Title 50 RCW; and
  - iii. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW; and
  - iv. Have an electrical contractor license, if required by Chapter 19.28 RCW; and
  - v. Have an elevator contractor license, if required by Chapter 70.87 RCW; and
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010, 39.12.050, RCW 39.12.055, or 39.12.065 (3); and
- E. Not be disqualified or debarred or ineligible to be awarded contracts for which Federal funds have been requested or received.
- F. Completed the L&I online training or meet the prior experience requirements in RCW 39.04.350(1)(f); and
- G. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48 or 49.52 RCW.

A contract shall only be awarded to a Bidder that demonstrates to the City's satisfaction that the Bidder is qualified to perform the Work and is, therefore, a responsible bidder.

2. SUBCONTRACTOR RESPONSIBILITY CRITERIA:

The Bidder must verify responsibility criteria for each first-tier subcontractor, and each subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Upon request of the City the Bidder shall promptly provide documentation to the City demonstrating that the subcontractor(s) meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Bidder shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:

- A. Have a current certificate of registration in compliance with chapter 18.27 RCW; and
- B. Have a current Washington Unified Business Identifier (UBI) number; and
- C. If applicable:
  - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW; and
  - ii. Have a Washington Employment Security Department number, as required in Title 50 RCW; and
  - iii. Have a Washington Department of Revenue state excise tax registration number as required in Title 82 RCW; and
  - iv. Have an electrical contractor license, if required by Chapter 19.28 RCW; and
  - v. Have an elevator contractor license, if required by Chapter 70.87 RCW; and
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010, RCW 39.12.050, RCW 39.12.055, or RCW 39.12.065 (3); and
- E. Not be disqualified or debarred or ineligible to be awarded contracts for which Federal funds have been requested or received.
- F. Completed the L&I online training or meet the prior experience requirements in RCW 39.04.350(1)(f); and
- G. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48 or 49.52 RCW.
- H. Key personnel must hold an appropriate license in the applicable discipline.

3. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE:

Each bidder is instructed to examine the Plans, Specifications, Addenda, the site of the proposed improvements, and conduct any other examination and investigation which the bidder may desire to make as to the accuracy of the nature of the work and the difficulties to be encountered. The Bidder shall be responsible for all costs associated with these additional examinations including all restoration work and damages which may be a result of such investigation. Bidders shall consider Federal, State, and local laws and regulations that may affect cost, progress, or performance of the work.

4. ADDITIONAL INFORMATION:

All questions about the meaning or intent of the Contract Documents are to be directed to [Paul.west@mercerisland.gov](mailto:Paul.west@mercerisland.gov). No telephone questions will be accepted or considered. Bidders should include a reference to the specification section and paragraph number and/or drawing number in the Contract Documents.

The City will receive questions until **9:00 am on April 26, 2024**. Questions received after this date will not be answered. All questions and responses will be posted by **May 1, 2024** to the Builders Exchange site. The City will delete bidder names from the text of question(s) and answers being sent.

Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Engineer or City as having received the Contract Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. WAGES:

This Contract is subject to Chapters 39.12 and 49.28 RCW, amendments thereto and regulations issued thereunder, relating to prevailing wages, benefits and other requirements. Bidders shall examine and be familiar with such requirements. No claim for additional compensation will be allowed which is based upon a lack of knowledge or a misunderstanding of any such requirements by the Bidder or a failure to include in Bidder's price adequate increases in such wages during the performance of this Contract. A copy of the most recent prevailing wage schedule is in the Appendix of the specifications. Current prevailing wage rates for King County can be obtained from the Washington State Department of Labor and Industries at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.

If this Contract is for a project that receives Federal funds, the labor and wage and benefits standards in 29 CFR part 5 may also apply, so Bidders shall examine and be familiar with such requirements.

6. PROGRESS AND COMPLETION:

Time is of the essence for this Project. Progress and completion of the Work shall comply with all requirements herein, and intermediate and final completion dates as may be set forth in the specifications. The submission of a bid constitutes the Bidder's acknowledgement that such progress and completion requirements have been taken into account in formulating a price for this Work.



7. PREVENTION OF ENVIRONMENTAL POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES:

If awarded the Contract, the Bidder shall fully comply with all such environmental protection laws, ordinances and regulations dealing with prevention and environmental pollution and the preservation of public natural resources that may be applicable to this Project. The cost of such compliance shall be included in the bid prices.

8. BID FORM:

The Bid Form is included in the Contract Documents. The Bid Form must be completed in ink. Bids that contain omissions, erasures or irregularities of any kind may be rejected. Any qualification, addition, limitation or provision attached to or contained in a bid may render the bid non-responsive and not eligible for award. No oral, facsimile, telegraphic or telephonic bids or modifications will be considered.

All bids shall be signed by the Bidder, or the Bidder's authorized representative. If the bid is made:

- A. By an individual, the Bidder's name, signature, and address must be shown;
- B. By a partnership or joint venture, it shall contain the names of each partner, the mailing address of the partnership or joint venture and shall be signed in the firm name, followed by the signature of the person signing, indicating that person's position in the partnership or joint venture;
- C. By a corporation or limited liability company ("LLC"), the name of the state under the laws of which the corporation or LLC is chartered, the name and post office address of the corporation or LLC and the title of the person who signs on behalf of the corporation or LLC must be shown.

Upon the City's request, the Bidder shall provide copies of the articles of incorporation, bylaws, resolutions of board of directors, partnership papers, joint venture agreements, and any other documents evidencing the legal status of the Bidder and the authority of the Bidder's officer or representative who signed the bid on behalf of the Bidder.

The City is not responsible for any cost incurred in responding to this Call for Bids.

9. ACKNOWLEDGEMENT OF ADDENDA:

Each Bidder shall include on the Bid Form specific acknowledgment of receipt of each Addendum issued by the City during the bidding period. If the Bidder does not specifically acknowledge each addendum, the City may reject the bid as non-responsive unless the City determines from delivery records or from inclusion of information in the bid of information contained in the addenda that the Bidder received constructive notice of the addenda.

10. BID SECURITY:

The Bid shall be accompanied by a bid deposit in the amount equal to at least 5% of the Total Bid Price. The bid deposit shall be in one of the following formats and made payable to the City:

- A. A bid guaranty bond, in accordance with and using a form acceptable to the City which contains provisions substantially similar to those in the bid bond form included with the Contract Documents, duly completed by a guaranty company authorized to carry on business in the state of Washington; or
- B. A postal money order, a certified check, or cashier's check drawn upon a banking institution with a branch office in the state of Washington.

The surety signing the bid guaranty bond shall be registered with the Washington State Insurance Commissioner, and the surety's name shall appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner. A Power of Attorney must accompany the bid guaranty bond and must appoint the surety's true and lawful attorney-in-fact to make, execute, seal and deliver the bid guarantee bond. Failure to submit the required bid security with the Bid shall render the bid non-responsive and the Bid shall be rejected.

11. NON-COLLUSION:

Each bid shall be accompanied by a signed Non-Collusion Declaration in accordance with, and using the form provided by the City. Failure to submit a signed Declaration with the Bid shall render the bid non-responsive and the Bid shall be rejected.

More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any Bidder is interested in more than one Bid for the work contemplated, all Bids in which such Bidder is interested will be rejected. If the City believes that collusion exists among the Bidders, all Bids will be rejected.

12. DELIVERY OF BID:

Each Bid shall be submitted in PDF format via electronic transmission to the Public Works email address at: [bids@mercerisland.gov](mailto:bids@mercerisland.gov). The City will not consider bids received after the time fixed for opening bids in the Advertisement for Bids. A Bid is deemed submitted as evidenced by the receipt date and time shown in the source code of the email received by the City's computer system. Contractors accept all risk of late delivery, regardless of fault. Any submittal received after the due date and time shall be deemed non-responsive and will eliminate their Bid from any further consideration. All respondents will receive an email confirmation within the next business day indicating their submittal has been successfully received.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of these instructions, that without exception the Bid is premised upon performing the work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents,

and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

13. MODIFICATION OF BID:

A modification of a Bid will be considered only if the modification is received prior to the time announced for the opening of Bids. All modifications shall be made in writing executed and submitted in the same form and manner as the original Bid.

14. RETURN OF BID SECURITY:

After the bid prices have been compared, the City may return the bid security if, in the City's judgment, the Bidder would not be considered for award. All other Proposal Guarantees will be held until the Contract and the Performance Bond of the successful bidder have been executed.

15. EVALUATION OF BIDS AND BID ERRORS:

After opening the Bids, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City for award purposes.

Irregular Bids:

A. A Bid will be considered irregular and will be rejected if:

- i. The authorized Bid Form furnished by the City is not used or is materially altered;
- ii. The completed Bid Form contains any unauthorized additions, deletions, alternate bids, or conditions;
- iii. The bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
- iv. A price per unit cannot be determined from the Bid Form;
- v. The Bid Form is not properly executed;
- vi. An executed non-collusion certificate is not provided; or
- vii. Proper bid security does not accompany the Bid.

B. A Bid may be considered irregular and may be rejected if:

- i. The Bid Form does not include a unit price for every Bid item;
- ii. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the City;
- iii. Receipt of Addenda is not acknowledged;
- iv. A member of a joint venture or partnership and the joint venture or partnership submit Bid Forms for the same project (in such an instance, both Bids may be rejected); or

- v. If Bid Form entries are not made in ink.

Bids will be evaluated by the City to determine which bid is the apparent lowest, responsive bid.

Bid results will be posted on the City's website at <https://www.mercerisland.gov/rfps>.

The City, in its sole discretion, reserves the right to waive minor bid errors, informalities, and immaterial irregularities when it is in the City's best interest to do so.

16. EVALUATION OF BIDDER RESPONSIBILITY:

A Contract shall only be awarded to a Bidder that demonstrates to the City's satisfaction that the Bidder is qualified to perform the Work and is, therefore, a responsible bidder.

- A. Bidder Responsibility Criteria. To be determined responsible, the Bidder must, in addition to satisfying the bidder responsibility criteria listed in Section 1. ELIGIBILITY TO BID above:
  - i. Have adequate financial resources to perform the contract, or the ability to obtain them;
  - ii. Have a satisfactory performance record;
  - iii. Have a satisfactory record of integrity and business ethics;
  - iv. Have the necessary production, construction, and technical equipment and facilities or the ability to obtain them;
  - v. Be otherwise qualified and eligible to receive an award under applicable laws and regulations;
  - vi. Be in compliance with training requirements in RCW 39.04.350(1)(f); and
  - vii. Provide a statement in accordance with RCW 9A.72.085 verifying compliance with responsible bidder criteria requirement of RCW 39.04.350(1)(g).
  
- B. Reference Checking. To assist the City in the review of the Bidder's qualifications, the Bidder shall, within five (5) days of being requested to do so by the City, provide the following information:
  - i. Past Experience in Similar Projects. Provide a list of all construction contracts (whether completed or in progress) entered into or performed by the Bidder within the past five (5) years for projects similar in scope, time and complexity to the work called for under this Contract. Provide the names of the contracts, the total contract price, the name of the foreman, the foreman's previous project experience as a foreman on 3 similar construction contracts, and the names and phone numbers of the owners.
  
  - ii. References. Provide a list of five (5) references. References will be asked to rate performance on the following items: overall impression of the company; firm experience and technical knowledge; foreman experience and quality of work, effective coordination of subcontractors; ability to coordinate and work with utility companies and governmental entities; responsiveness to owner requests; attention to safety; quality and timeliness of submittals, change order proposals, project schedule, schedule updates and other applicable paperwork.

If the Bidder is a joint venture, the Bidder shall submit information for the joint venture if the members have worked together in the past and also information about each member of the joint venture. The Joint Venture Agreement shall be included in the submission.

If the Bidder fails to supply information requested concerning responsibility within the time and the manner specified, the City may base its determination of responsibility upon any available information related to the responsibility criteria or may find the Bidder is not responsible.

The City reserves the right to inspect records, reports and other information which may be maintained by or for the Bidder to the extent necessary, as determined by the City to verify, clarify or otherwise consider the information provided by the Bidder.

17. DETERMINATION OF NON-RESPONSIBILITY:

If the City determines a Bidder to be not responsible, the City will provide, in writing, the reasons for the determination. The Bidder may appeal the determination within ten (10) days of its receipt of the City's determination of non-responsibility by presenting additional information to the City. The City shall consider the additional information before issuing its final determination. If the City's final determination affirms that the Bidder is not responsible, the City shall not execute a contract with any other bidder until two (2) business days after the Bidder determined to be not responsible has received the final determination.

18. CONTRACT AWARD:

If a Contract is awarded, the City will award the contract to the responsible bidder that submits the lowest total responsive bid for the schedule(s) selected by City after bid opening and prior to award.

If the Contract is to be awarded, City will give the successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening. No other act of the City or others will constitute acceptance of a Bid.

The City reserves the right to request bidders to extend the effective period of their bids.

19. REJECTION OF ALL BIDS:

The City reserves the right to reject any or all Bids at any time up to actual execution of the Public Works Contract, even if there has been an award of the Contract.

Any or all Bids will be rejected if the City has reason to believe that collusion exists among the Bidders.

20. EXECUTION OF PUBLIC WORKS CONTRACT:

The Bidder to whom award is made shall execute a written Public Works Contract with the City on the form provided, including any Addenda and any other Exhibits attached thereto, shall secure all insurance, and shall furnish all certificates, endorsements and bonds required by the Contract Documents within ten

(10) calendar days after receipt of the forms from the City. Failure or refusal to execute the Public Works Contract, including any Addenda and any other Exhibits attached thereto, as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Public Works Contract, including any Addenda and any other Exhibits attached thereto, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Public Works Contract, including any Addenda and any other Exhibits attached thereto, the City may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, including any Addenda and any other Exhibits attached thereto, each such Bidder's Bid securities shall be likewise forfeited to the City.

21. BID PROTEST PROCEDURES:

- A. Form of Protest. In order to be considered, a Protest shall be in writing, addressed and delivered to the attention of the project manager at the City of Mercer Island, 9601 SE 36th Street, Mercer Island, Washington 98040. The Protest shall include the following:
  - i. The name, address, and phone number of the Bidder protesting, or the authorized representative of the Bidder;
  - ii. A complete, detailed statement of all grounds for protest, supporting authority, and any supporting documentation. Supplemental information will not be considered unless the supplementation contains information not available at the time of protest;
  - iii. The specific ruling or relief requested; and
  - iv. Evidence that all persons with a financial interest in the procurement have been given notice of the Protest or if such persons are unknown, a statement to that effect.
  
- B. Who May Protest:
  - i. Protests based on specifications: Any prospective Bidder.
  - ii. Protests following Bid opening: Any Bidder with a substantial financial interest in the award of a Contract.
  
- C. Time to Protest:
  - i. Protests based on specifications or other terms in the Contract Documents must be received by the City no later than ten (10) calendar days prior to the date established for submittal of Bids.
  - ii. The City must receive protests based on other circumstances within five (5) calendar days after the bids are opened and publicly read.

- iii. In no event shall a Protest be considered if all bids are rejected or after execution of the Contract.
  
- D. Determination of Protest. Upon receipt of a timely written Protest, the City shall investigate the Protest and shall respond in writing to the Protest prior to the award of Contract. If protest is submitted in accordance with the procedures set forth above, the City will not execute a contract any sooner than two (2) business days after the City's decision on the Protest.
  
- E. Failure to Comply. Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the City.
  
- F. Exhaustion of Administrative Remedies. By submitting a bid, the Bidder agrees the Bidder's compliance with the protest procedures set forth herein are a mandatory condition precedent to the Bidder initiating a lawsuit against the City.
  
- G. Venue. By submitting a bid, the Bidder acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of King County, Washington.

*This Page Intentionally Left Blank*



## **Bidder's Checklist**

---

**ALL BIDDERS** must properly complete, execute and submit the following with their bids:

1. **NON-COLLUSION DECLARATION:** Failure to submit the certificate shall make the bid non-responsive and not eligible for award.
2. **BID FORM:** Bidders must bid on all items contained in the Bid Form and the Form must be signed. The omission or deletion of any bid item may render the bid non-responsive and result in the rejection of the bid. Bidders are reminded to comply with RCW 39.30.060.
3. **CONTRACTOR DECLARATION PURSUANT TO RCW 39.04.350(2):** Failure to submit the declaration shall make the bid non-responsive and not eligible for award.
4. **BID GUARANTY BOND:** Failure to furnish a bid deposit of a minimum of five percent (5%) shall make the bid non-responsive and not eligible for award.
5. **BIDDERS QUALIFICATION CERTIFICATE:** To be completed and signed. The City reserves the right to check all statements and to judge the adequacy of the bidder's qualifications.

To assist the City in the review of the responsible Bidder's qualifications, the Bidder(s) shall, within five (5) days of being requested to do so by the City, provide the information required in Evaluation of Bidder Responsibility of the Instructions to Bidders, including a statement in accordance with RCW 9A.72.085 verifying compliance with responsible bidder criteria requirement of RCW 39.04.350(1)(g).

The **SUCCESSFUL BIDDER** shall properly complete, execute (as required) and submit the following after receiving notice of the award of the Project.

1. Public Works Contract,
2. Performance Bond,
3. Payment Bond,
4. Certificate of Insurance,
5. Retainage Agreement,
6. Statement of Intent to Pay Prevailing Wages,
7. Other documents requested by City.

*This Page Intentionally Left Blank*

*BIDDING REQUIREMENTS*

*This Page Intentionally Left Blank*

**Non-Collusion Declaration**

---

**Project Name:** \_\_\_\_\_

**Bidder/Contractor:** \_\_\_\_\_

I, \_\_\_\_\_, declare under penalty of perjury under the laws of the State of Washington that the following statements are true and correct:

1. I am the representative for the above-named bidder/contractor, and as its \_\_\_\_\_, I am authorized to make the declaration herein on its behalf.
  
2. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

---

Date and Place

---

Signature

*This Page Intentionally Left Blank*

# BID FORM

(NOTE TO BIDDER: This BID FORM shall be completed in ink or typewritten)

**TO:** City of Mercer Island  
**ADDRESS:** 9601 SE 36<sup>th</sup> Street  
Mercer Island, Washington 98040

**PROJECT TITLE:**

Bidder Declaration and Understanding

The undersigned Bidder hereby declares that they have carefully examined the Contract Documents for the construction of the project, that they have personally inspected the site, that they have satisfied themselves as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Engineer, Owner, and other sources and have made such independent investigations as the Bidder deems necessary in arriving at their conclusions.

The Bidder is hereby notified that no goal for disadvantaged business enterprise utilization has been established for this project. As part of the City's affirmative action effort, however, the City encourages participation of certified disadvantaged businesses and women business enterprises to act as prime contractors as well as subcontractors on this project.

The undersigned Bidder hereby declares that they have carefully examined the Contract Documents including the following addenda, receipt of all is hereby acknowledged:

Addendum Number	_____	Date	_____
	_____		_____
	_____		_____
	_____		_____

Start of Construction and Contract Completion Time

The Bidder agrees that they will begin work within 10 calendar days of the Notice to Proceed, and Final Completion of the entire project will be achieved by the Final Completion Date (except for extensions of time granted in accordance with the General Terms and Conditions). The Bidder further agrees he/she will, if necessary, accelerate their work, provide additional workers and equipment, and expedite materials delivery to meet these dates, all at no additional expense to the OWNER.

By submitting this bid, the bidder agrees that, if awarded this contract, they will achieve Final Completion within 40 working days from the Notice to Proceed and the Substantial Completion Date will be 10 calendar days prior to the Final Completion Date.

Project timeline and work limitations for this contract are:

1. A contract is scheduled for award on June 4<sup>th</sup>, 2024.
2. Notice to Proceed with construction is anticipated by the week of June 24<sup>th</sup>, 2024.
3. A limited NTP to procure materials may be issued following contract award once the City is in receipt of a signed agreement, insurance coverage and bonds.
4. Substantial Completion of the entire project shall be achieved within 40 working days in accordance with SP 1-08.5.
5. The project shall be Physically completed no later than September 13<sup>th</sup>, 2024.
6. Work shall not commence near the Restroom until after August 7<sup>th</sup>, 2024.
7. The Seafair Festival is scheduled for August 1<sup>st</sup> through August 5<sup>th</sup>. Aubrey Davis Park sees a substantial amount of use during the festival. See these Special Provisions Section 1-08.3(1) A Project Specific Scheduling and Order of Work, for schedule considerations.

#### Lump Sum or Unit Price Work

The Bidder proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Contractor shall be compensated for the actual unit quantities performed in accordance with the General Terms and Conditions set forth in these Contract Documents. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for Contractor-paid taxes, overhead, and profit for each type and unit of work, as well as any auxiliary costs associated with completing a unit of work called for in these Contract Documents. The City does not guarantee the quantities estimated for unit price items, nor does the City limit itself to the estimated number.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the Owner has been merged with the prices named in the Proposal.

To the extent possible, standard bid items have been utilized for the work listed in the Proposal. The Bidder is directed to review the Standard Specifications and the City of Mercer Island's Amendments (Special Provisions herein) for descriptions of bid item work, measurement, and payment.



**BID SCHEDULES**

**ALL ENTRIES SHALL BE WRITTEN IN INK OR TYPED TO VALIDATE BID**

Note: Unit prices for all items, all extensions, and total amount of bid shall be shown. Enter unit prices in numerical figures only in dollars and cents to two (2) decimal places (including whole dollar amounts). All figures must be clearly legible. Bids with illegible figures in the Unit Price column will be regarded nonresponsive and rejected. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto.

AUBREY DAVIS PARK TRAIL IMPROVEMENTS SCHEDULE A						
ITEM NO.	SECTION	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
A1	1-04	Minor Change	1	EST	\$15,000.00	\$15,000.00
A2	1-05	Roadway Surveying	1	LS		
A3	1-05	Record Drawings (Minimum Bid \$3,000)	1	LS		
A4	1-09	Mobilization	1	LS		
A5	1-10	Project Temporary Traffic Control	1	LS		
A6	2-01	Clearing and Grubbing	1	LS		
A7	2-01	Pruning and Trimming of Existing Vegetation	1	FA	\$5,000.00	\$5,000.00
A8	2-02	Removal of Structures and Obstructions	1	LS		
A9	2-02	Asphalt Pavement Removal Incl Haul	450	SY		
A10	2-02	Cement Conc. Sidewalk Removal Incl Haul	40	SY		
A11	4-04	Crushed Surfacing Top Course	60	TON		
A12	5-04	Commercial HMA	30	TON		
A13	8-01	Erosion Control and Water Pollution Prevention	1	LS		
A14	8-01	Temporary Chain Link Fence	350	LF		
A15	8-02	Bark or Wood Chip Mulch	30	CY		

AUBREY DAVIS PARK TRAIL IMPROVEMENTS SCHEDULE A						
ITEM NO.	SECTION	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
A16	8-02	Fine Compost	20	CY		
A-17	8-02	Seeded Lawn Installation	180	SY		
A18	8-02	Trail Shoulder Restoration	830	LF		
A19	8-14	Cement Concrete Trail	400	SY		
A20	8-14	Textured Cement Concrete Finish	125	SY		
A21	8-20	Trail Illumination System, Complete	1	LS		
A22	8-21	Permanent Signing	1	LS		
A23	8-22	White Plastic Traffic Letter/Symbol	60	EA		
A24	8-22	White Plastic 12-Inch Wide Line	1030	LF		
A25	8-27	Drinking Fountain and Pet Station	1	EA		
A26	8-27	Wood Post and Rail Fence Installation	336	LF		
A27	8-28	Misc Park Element Installation	1	LS		

Schedule A Bid Subtotal

Amount.....\$ \_\_\_\_\_

10.2% WA State Sales Tax.....\$ \_\_\_\_\_

**Schedule A Bid Total**

**Amount.....\$ \_\_\_\_\_**

AUBREY DAVIS PARK TRAIL IMPROVEMENTS - RESTROOM PLANTING SCHEDULE B						
ITEM NO.	SECTION	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
B1	8-02	Bark or Wood Chip Mulch	30	CY		
B2	8-02	Fine Compost	200	CY		
B3	8-02	Seeded Lawn Installation	450	SY		
B4	8-02	Tree Installation	8	EA		
B5	8-02	Plant Installation, 2-Gal Cont.	98	EA		
B6	8-02	Plant Installation, 1-Gal Cont.	607	EA		
B7	8-02	Planting and Irrigation Maintenance - 1 year	1	LS		
B8	8-03	Irrigation System, Complete	1	LS		

Schedule B Bid Subtotal

Amount.....\$ \_\_\_\_\_

10.2% WA State Sales Tax.....\$ \_\_\_\_\_

**Schedule B Bid Total**

**Amount.....\$ \_\_\_\_\_**

**Total Bid (A+B, Including WA State Sales Tax)**

**Amount.....\$ \_\_\_\_\_**

BID SUMMARY

Unit prices for all items, all extensions, and the total amount of bid must be shown on all Schedules and shall include all applicable taxes. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and the totals shall be corrected to conform thereto.

The Bidder shall bid on all items included in the Bid Form.

**The determination of lowest responsible Bidder will be the 'Total Bid (A+B)' of all schedules, the sum of Schedule A plus Schedule B, from the same Bidder.**

*This Page Intentionally Left Blank*

Subcontractor Listing – RCW 39.30.060

Pursuant to RCW 39.30.060, the Bidder shall list as part of its Bid either itself or the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning (“HVAC”), plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The Bidder shall not list more than one subcontractor for each category of work.

Failure of the Bidder to submit as part of the Bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same category of work shall render the Bidder’s Bid nonresponsive and therefore, void.

The requirement of this section to name the Bidder’s proposed HVAC, plumbing, and electrical subcontractors applies only to proposed HVAC, plumbing, electrical subcontractors, structural steel installation, and rebar installation who will contract directly with the general contractor submitting the Bid to the City.

Electrical work must be performed by a licensed electrical contractor. Bidders are cautioned that installation of electrical equipment (PVC or metal conduit, junction boxes or similar work) may be considered electrical work even if for future use and no electrical current is involved.

Within 48 hours after the published bid submittal time, the Bidder shall submit the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of structural steel installation and rebar installation, or shall name itself for the work.

If the subcontract work categories as described above are not applicable to the work being bid, the bidder must indicate that the subcontract category is “NOT APPLICABLE.”

**HVAC**

Subcontractor Name: \_\_\_\_\_ UBI Number: \_\_\_\_\_

**Plumbing**

Subcontractor Name: \_\_\_\_\_ UBI Number: \_\_\_\_\_

**Electrical**

Subcontractor Name: \_\_\_\_\_ UBI Number: \_\_\_\_\_

**Structural Steel**

Subcontractor Name: \_\_\_\_\_ UBI Number: \_\_\_\_\_

**Rebar**

Subcontractor Name: \_\_\_\_\_ UBI Number: \_\_\_\_\_

PROPOSAL SIGNATURE SHEET

If Sole Proprietor, Partnership or Joint Venture

IN WITNESS hereto the undersigned have set their hands this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Bidder (name each partner or  
joint venture partner)

\_\_\_\_\_

Washington Contractor's Registration  
No.

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Position/Title

\_\_\_\_\_

If Corporation or Limited Liability Company (LLC)

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Corporation or Limited Liability  
Company (LLC)

\_\_\_\_\_

Washington Contractor's Registration  
No.

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

State of Incorporation or Organization

---

---

Authorized Signature

---

---

Position/Title

---

---

**Contractor Declaration Pursuant to RCW 39.04.350(2)**

**Project Name:** Aubrey Davis Park Trail Improvements

**Bidder/Contractor:** \_\_\_\_\_

I, \_\_\_\_\_, declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

1. I am the representative for the above-named Bidder/Contractor, and as its \_\_\_\_\_, I am authorized to make the declaration herein on its behalf.
  
2. Within the three-year period immediately preceding the date of the bid solicitation for the above-named project, the above-named Bidder/Contractor has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Signature



*This Page Intentionally Left Blank*

## Bidder's Qualification Certificate

---

The undersigned hereby certifies and submits the following:

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

Address \_\_\_\_\_  
 \_\_\_\_\_

Owner Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Person's Title \_\_\_\_\_

Phone \_\_\_\_\_

E-mail \_\_\_\_\_

Washington State Contractor Registration # \_\_\_\_\_

Washington State Unified Business Identifier (UBI) # \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_

City of Mercer Island Business License #  
 (required prior to award of contract) \_\_\_\_\_

	Yes or No	Account / Registration Number (as applicable)
Does the contractor have industrial insurance coverage for its employees working in Washington as required by Title 51 RCW?	_____	_____
Does the contractor have a Washington State excise tax registration number as required by Title 82 RCW?	_____	_____
Does the contractor have a Washington State Employment Security Department number as required by Title 50 RCW?	_____	_____
Has the contractor been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)?	_____	_____
Has the contractor received training on the requirements related to public works contracts and prevailing wage requirements pursuant to RCW 39.04.350(f) and chapter 39.12 RCW, or is the contractor otherwise exempt from this requirement by the department of labor and industries?	_____	_____
Within the three-year period immediately preceding the date of the bid solicitation, has the contractor been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW?	_____	_____

**BID GUARANTY BOND**

KNOW ALL BY THESE PRESENTS: That we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as Surety, are jointly and severally held  
and firmly bound unto the City of Mercer Island, hereinafter called the Obligee, each in the penal sum of  
five percent (5%) of the Principal's Total Bid Price for the work, this sum not to exceed  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) (hereinafter referred to as "penal sum") of  
lawful money of the United States, for the payment whereof unto the Obligee.

WHEREAS, the Principal is herewith submitting its bid proposal for the

**[Insert Project Name]**

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the Contract,  
and if the Principal, within the time specified, fulfills all of the requirements of the Contract Documents  
which are conditions precedent to the execution of the Agreement, enters into, executes and delivers to  
the Obligee an agreement on the form provided herein complete with evidences of insurance, and if the  
Principal, within the time specified, gives to the Obligee the performance and payment bond on the forms  
provided herein, then this obligation shall be void; otherwise, the Principal and Surety shall pay unto the  
Obligee the penal sum; provided however, in no event shall the Surety's liability exceed the penal sum.  
Provided further, if the difference in money between the Principal's Total Bid Price and the amount for  
which the Obligee legally contracts with another party to fulfill the Contract is greater than the penal sum,  
the Principal shall pay unto the Obligee the difference between the penal sum and the amount the Obligee  
pays another to fulfill the Contract.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal,  
and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a  
discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the  
benefit of the Principal, the Surety and the Obligee and their respective heirs, executors, administrators,  
successors and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

Telephone: ( ) \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

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

*This Page Intentionally Left Blank*

## *AGREEMENT FORMS*

*This Page Intentionally Left Blank*

**CITY OF MERCER ISLAND, WASHINGTON**

**PUBLIC WORKS CONTRACT**

**FOR**

**AUBREY DAVIS PARK TRAIL IMPROVEMENTS**

THIS PUBLIC WORKS CONTRACT ("Contract") dated \_\_\_\_\_, is effective on the date the Contract is fully executed by the Parties. The Parties to this Contract are the CITY OF MERCER ISLAND, a Washington municipal corporation ("City" or "Owner"), and [INSERT FULL LEGAL NAME OF CONTRACTOR], a [insert state where formed] [choose type of person or entity] ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work at [insert address], Mercer Island, Washington ("Property"); and

B. The Contractor has the requisite skill and experience to perform such work and has submitted a proposal dated [insert date proposal received] to complete such work ("Proposal").

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

**1. SERVICES BY CONTRACTOR**

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described in the Contract Documents for the Aubrey Davis Park Trail Improvements Project, including this Public Works Contract, the Contractor's completed Bid Form, the City's General Terms and Conditions (May 2020 ed., see Appendix C), any Supplemental and/or Special Conditions, Technical Specifications, Drawings and Addenda, which documents are incorporated by this reference, ("Work"), which Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Manager or his or her designee.

1.2 Completion Date. The Work shall be commenced within ten (10) days of receipt by the Contractor of the City's Notice to Proceed and shall be Substantially Completed by August 30, 2024, (the "Contract Time") as may be extended in accordance with the Contract Documents. In the event the Work is not completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in Section 1.3 of this Contract.

1.3 Liquidated Damages. TIME IS OF THE ESSENCE OF THIS CONTRACT. Delays inconvenience the residents of Mercer Island and cost taxpayers undue sums of money, adding time needed for administration, engineering, inspection and supervision. It is impractical for the City to calculate the actual cost of delays. Accordingly, the Contractor agrees to pay liquidated damages as follows: Liquidated damages for failure to achieve timely Substantial Completion shall be in the amount of \$150 per day.

- 1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for highly skilled and competent contractors performing this type of work in this area.
- 1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards, or policies, as now existing, or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection, or other fees, at its sole cost and expense.
- 1.6 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.
- 1.7 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City of Mercer Island.

## **2. TERM**

This Contract shall commence on the effective date of this Contract and continue until the Work is complete, and formally accepted by City, and all warranties have expired.

## **3. REQUISITE SKILL**

The Contractor warrants that it has the requisite skill to complete the Work and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Mercer Island by obtaining a City of Mercer Island business registration. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

## **4. COMPENSATION**

- 4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed [insert maximum value of contract in words] Dollars (\$[insert \$ amount in figures]), based on the Proposal submitted by Contractor dated [insert date proposal received] and as may be adjusted under the Contract Documents.
- 4.2 Contractor Responsible for Taxes. Except as otherwise stated in the Contract Documents, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.
- 4.3 Method of Payment. Payment by the City for the Work will only be made after the Work has been completed, a voucher or invoice is submitted in a form satisfactory to the City, and such invoice is approved by the appropriate City representative. Payment shall be made within thirty (30) days of receipt of such invoice or voucher unless otherwise set forth in the Bid Form. The Contractor's acceptance of such payment for the Work shall constitute full compensation for the performance of the Work. Invoices shall be submitted to:



City of Mercer Island  
ATTN: Paul West, Senior CIP Project Manager  
9601 SE 36th Street  
Mercer Island, WA 98040

4.4 Retainage. Pursuant to Chapter 60.28 RCW, five percent (5%) of the Total Compensation shall be retained by the City to assure payment of Contractor's state taxes as well as payment of subcontractors, suppliers, and laborers. Upon execution of this Contract, Contractor shall complete, execute, and deliver to the City the Contractor's Retainage Agreement set forth in the Contract Documents. No payments shall be made by the City from the retained percentage fund ("Fund") nor shall the City release any retained percentage escrow account to any person, until the City has received from the Department of Revenue a certificate that all taxes, increases, and penalties due from the Contractor and all taxes due and to become due with respect to the Contract have been paid in full or that they are, in the Department's opinion, readily collectible without recourse to the State's lien on the retained percentage. Upon non-payment by the general contractor, any supplier or subcontractor may file a lien against the retainage funds, pursuant to Chapter 60.28 RCW. Subcontractors or suppliers are required to give notice of any lien within thirty (30) days of the completion of the Work and in the manner provided in RCW 39.08.030. Within sixty (60) days after completion of all Work on this Contract, the City shall release and pay in full the money held in the Fund, unless the City becomes aware of outstanding claims made against this Fund.

**5. EQUAL OPPORTUNITY EMPLOYER**

In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Contract, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, sexual orientation, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state, or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Contract by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

**6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST**

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or

incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may perform work during the Term of this Contract for other third parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

## **7. INDEMNIFICATION**

### **7.1 Indemnification and Hold Harmless.**

- A. The Contractor shall protect, defend, indemnify, and hold harmless City, its elected officials, officers, agents, volunteers, and employees, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever, including attorneys' fees (hereinafter "claims"), arising out of or in connection with the performance of this Contract except for injuries and damages caused by the sole negligence of the City. However, should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of 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.
  
- B. The Contractor's obligations under this section shall include, but not be limited to,
  - i. The duty to promptly accept tender of defense and provide defense to City at the Contractor's own expense.
  
  - ii. The duty to indemnify and defend City, its elected officials, officers, agents, and employees, from any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects City with a full and complete indemnity and defense of claims made by the Contractor's employees. The parties acknowledge that these provisions were mutually negotiated upon by them.
  
  - iii. To the maximum extent permitted by law, the Contractor shall indemnify and defend City, its elected officials, officers, agents and employees, from and be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such injury or damage is caused by negligence of the Contractor or caused by the inherent nature of the work specified.

- C. City may, in its sole discretion, (1) withhold amounts sufficient to pay the amount of any claim for injury, and/or (2) pay any claim for injury of which City may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this Contract.
- D. Any amount withheld will be held until the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim. In addition, the Contractor shall reimburse and otherwise be liable for claims costs incurred by City, including, without limitation, costs for claims adjusting services, attorneys, engineering, and administration.
- E. In the event City incurs any judgment, award, and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- F. This provision has been mutually negotiated by the City and the Contractor.

7.2 Survival. The provisions of this Section 7 shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

## **8. INSURANCE**

8.1 The Contractor agrees to carry without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after Physical Completion, unless otherwise indicated herein, the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees or subcontractors with a carrier having a current A.M. Best rating of not less than A:VII. The City, at its discretion, may require additional types and greater limits of insurance coverage commensurate with the risk associated with the performance of the Work.

- A. Workers' Compensation and Employer's Liability Insurance in amounts sufficient pursuant to the laws of the State of Washington.
- B. Commercial general liability insurance shall be written on a form at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations for three years following substantial completion of the Work, 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 05 09. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Commercial General Liability insurance policy with respect to the Work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured Completed Operations endorsement

CG 20 37 10 01 or substitute endorsements providing coverage at least as broad, with limits of no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

- C. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on 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 with combined single limits for bodily injury and property damage of not less than \$1,000,000 per accident.
- D. Asbestos Abatement or Hazardous Materials. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City Attorney's office and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the City Attorney's office.
- E. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

- 8.2 The City shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverages. The Contractor's insurance coverage 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. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespectively of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor. Contractor shall provide certificates of insurance and amendatory endorsements, concurrent with the execution of this Contract, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

- 8.3 The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except that the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General Liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- 8.4. 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.
- 8.5 Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- 8.6 The 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.
- 8.7 The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

## **9. PERFORMANCE/PAYMENT BOND OR ADDITIONAL RETAINAGE**

Pursuant to RCW 39.08.010, Contractor shall provide Performance Bond and Payment Bond each in an amount equal to 100% of the amount of this Contract to cover the performance of all provisions of this Contract and the payment of all laborers and suppliers. The Contract bonds shall be in a form set forth in the Contract Documents. The Contract bond shall assure that the Contractor will faithfully perform all of the provisions of the Contract as well as pay all laborers, mechanic subcontractors, materialmen, and suppliers. Contractor's obligations under this Contract shall not be limited to the bond amount.

Alternatively, pursuant to RCW 39.08.010, on contracts of Fifty-Five Thousand Dollars (\$55,000) or less, at the option of the Contractor, the City may, in lieu of a bond, retain ten percent (10%) of the Contract amount for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

## **10. SAFETY**

Contractor shall take all necessary precautions for the safety of its employees on the work site and shall comply with all applicable provisions of federal, state, and municipal safety and health laws and codes,

including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals, and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from damage all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

## **11. PREVAILING WAGES**

11.1 Wages of Employees. This Contract is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, workpersons and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates which are in effect on the date when the bids, proposals, or quotes were required to be submitted to the City.

The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. A copy of the applicable prevailing wage rates is also available for viewing at the office of the City located at 9601 SE 36th St, Mercer Island, WA 98040. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

11.2 Reporting Requirements. Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Contract, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. If requested by the City, the Contractor shall provide certified payroll records for its employees and the employees of its subcontractors. Upon completion of the Work, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.

## **12. SUBCONTRACTOR RESPONSIBILITY**

Contractor shall verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in the Instructions to Bidders and possesses an electrical contractor license, if

required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement must be included in every public works subcontract or every tier.

**13. OWNERSHIP OF DOCUMENTS**

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

**14. CONFIDENTIALITY**

If it is necessary to provide proprietary information, the Contractor shall clearly mark the information on each page of the document(s) as "Proprietary and Confidential". The City is subject to laws regarding the disclosure of public records and document. Proposals and other materials, submitted by the Contractor become public record and may be subject to public disclosure, in whole or in part, and may be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information and the Contractor has marked the requested document as "Proprietary and Confidential", the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information; provided that the Contractor shall be solely responsible for all attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorneys fees or penalty assessments under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

**15. BOOKS AND RECORDS**

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

**16. CLEAN UP**

At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

**17. GENERAL PROVISIONS**

This Contract, the Contract Documents and any supporting contract documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings shall be effective for any purpose. No provision of this Contract may be amended except by written agreement of the Parties. Any provision of this Contract which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other

provisions shall remain in full force and effect. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract. Subject to the preceding sentence, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs, and assigns. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, in the hands of an attorney, or files suit, each Party shall pay all its own attorneys' fees and expenses. The venue for any dispute related to this Contract shall be King County, Washington. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. This Contract shall be governed by and interpreted in accordance with the laws of the State of Washington. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute this Contract. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract the            day of            , 20            .



**CONTRACTOR:**

[INSERT FULL LEGAL NAME OF CONTRACTOR]

By: \_\_\_\_\_  
[insert full legal name and title of signator]

Address:

Phone:

Email:

**CITY:**

CITY OF MERCER ISLAND

By: \_\_\_\_\_  
Jessi Bon, City Manager

Attest:

By: \_\_\_\_\_  
Andrea Larson, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Bio Park, City Attorney

*This Page Intentionally Left Blank*

PERFORMANCE BOND

To City of Mercer Island, WA

Bond No. \_\_\_\_\_

The City of Mercer Island, Washington has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as \_\_\_\_\_, Project No. \_\_\_\_\_, in Mercer Island, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

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

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

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

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL

SURETY

\_\_\_\_\_  
Principal Signature Date

\_\_\_\_\_  
Surety Signature Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

[Empty rectangular box for surety company information]

07/17/17

PAYMENT BOND

to City of Mercer Island, WA

Bond No \_\_\_\_\_

The City of Mercer Island, Washington has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as \_\_\_\_\_, Project No. \_\_\_\_\_, in Mercer Island, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

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

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

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

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL

SURETY

\_\_\_\_\_  
Principal Signature Date

\_\_\_\_\_  
Surety Signature Date

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

[Empty rectangular box for surety company information]

10/26/12

RETAINAGE AGREEMENT

Contract Title \_\_\_\_\_  
\_\_\_\_\_  
Contract Date \_\_\_\_\_  
Contractor Name \_\_\_\_\_  
Contractor Address \_\_\_\_\_  
\_\_\_\_\_  
Contractor Phone \_\_\_\_\_  
Contractor Federal ID # \_\_\_\_\_

State Law on How Contract Retainage Monies can be Reserved:

RCW 60.28.010 Retained percentage, labor and material Contracts for public improvements or work other than for professional services, provides that there shall be reserved by the city from the monies earned by the contractor on estimates during the progress of the improvement or work, a sum of five percent of such estimates, said sum to be retained by the city as a trust fund for the protection and payment of any persons performing work or supplying provisions or supplies during the work. The monies reserved for contract retainage may be reserved by the contractor choosing one of the following four options: All investments selected below are subject to City approval.

Contractor Options (Contractor shall place an "x" in one of the boxes below.)

- (a) Retained in a non-interest bearing fund by the public body until released in accordance with applicable state statutes;
- (b) Deposited by the public body in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until released in accordance with applicable state statutes, provided that interest on such account shall be paid to the contractor;
- (c) Placed in escrow with a bank or trust company by the public body until released in accordance with applicable state statutes. The cost of the investment program and the risk thereof is to be borne entirely by the contractor.
- (d) Contractor may submit a Retainage Bond equal to 5% of the total awarded bid amount for all schedules to be held by the public body until released in accordance with applicable state statutes.

Contractor's Bank

If Contractor selects options (b) or (c) above, Contractor shall designate below the bank in which the retainage is to be deposited:

ACCOUNT NO. \_\_\_\_\_  
BANK NAME \_\_\_\_\_  
BANK ADDRESS \_\_\_\_\_  
BANK PHONE # \_\_\_\_\_

Agreement

Contractor and City agree that all or part of the monies in the account can only be approved for disbursement by Bank to Contractor upon written authorization of the City Finance Director, or his/her authorized designee.

By \_\_\_\_\_  
City of Mercer Island

By \_\_\_\_\_  
Contractor

Date \_\_\_\_\_

Date \_\_\_\_\_

**ASSIGNMENT OF FUNDS**

Project Name: \_\_\_\_\_ Bid No.: \_\_\_\_\_

Location/Address of Project: \_\_\_\_\_

Financial Institution (BANK): \_\_\_\_\_

Amount Assigned: \_\_\_\_\_

The above-referenced BANK hereby certifies that the sum of \$ \_\_\_\_\_

is on deposit with the BANK in Account Number \_\_\_\_\_

under the name of \_\_\_\_\_

to secure for the City of MERCER ISLAND the CONTRACTOR'S performance of certain work and conditions required in connection with the above-referenced project.

**THE CONDITION OF OBLIGATION is that:**

1. The CONTRACTOR has executed an "AGREEMENT" entitled " \_\_\_\_\_",  
\_\_\_\_\_ ,  
a copy of which is attached hereto and incorporated herein by this reference.

2. Under the provisions of the AGREEMENT, the CONTRACTOR is required to furnish a guarantee to secure the CONTRACTOR'S compliance with the terms of the AGREEMENT for landscape and irrigation maintenance.

**IT IS FURTHER EXPRESSLY PROVIDED that:**

1. The BANK hereby certifies and agrees that these funds will not be released without written instructions from an authorized agent of the City of MERCER ISLAND. This Assignment of Funds is irrevocable and may not be terminated or cancelled by the CONTRACTOR or BANK for any reason except upon specific written instructions from The City of MERCER ISLAND.

2. The BANK agrees that these funds will be paid to the City of MERCER ISLAND within 10 days of receiving written notice that the City of MERCER ISLAND has determined that requirements of the AGREEMENT have not been satisfactorily performed within applicable time limits or that required fees have not been paid. The BANK shall have no duty or right to evaluate the correctness or appropriateness of such notice or determination by the City of MERCER ISLAND and shall not interplead or in any manner delay said payment of funds to the City of MERCER ISLAND. Any unexpended funds shall be returned to the CONTRACTOR upon completion of the terms of the AGREEMENT.

3. The obligations of the BANK and CONTRACTOR shall not be discharged and shall remain in effect in the event of any extension of time for the CONTRACTOR'S performance of the AGREEMENT or of any amendment of the engineering plans used for construction of the project. The BANK hereby waives notice of any such extensions or amendments.

4. The CONTRACTOR'S obligation to perform the work or pay fees and other amounts is not limited to the amount of this Assignment of Funds.

BANK OFFICAL:

BANK'S MAILINGADDRESS:

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

\_\_\_\_\_  
(Street)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Phone)

State of Washington

County of \_\_\_\_\_

I certify that I know or have seen satisfactory evidence that

\_\_\_\_\_ (BANK OFFICIAL) signed this instrument and acknowledges it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

(Notary Seal or Stamp for  
BANK OFFICIAL's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Title)

My appointment expires: \_\_\_\_\_  
(Date)

It is the CONTRACTOR'S responsibility to notify the City of MERCER ISLAND of any change in address, telephone number, or change of ownership of property. It is the CONTRACTOR'S responsibility to arrange for replacement of any/all financial guarantees after a change of ownership occurs.

CONTRACTOR:

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Phone)

State of Washington

County of King

I certify that I know or have seen satisfactory evidence that

\_\_\_\_\_ Authorized Representative of  
\_\_\_\_\_ (CONTRACTOR) signed this instrument and  
acknowledges it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

(Notary Seal or Stamp for  
Contractor's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Title)

My appointment expires: \_\_\_\_\_  
(Date)



## **SPECIAL PROVISIONS**

**Table of Contents – Special Provisions**

**INTRODUCTION TO THE SPECIAL PROVISIONS..... 1**

**1-01 DEFINITIONS AND TERMS..... 3**

    1-01.3 Definitions ..... 3

**1-02 BID PROCEDURES AND CONDITIONS..... 4**

    1-02.1 Prequalification of Bidders ..... 4

    1-02.1 Qualifications of Bidder ..... 5

    1-02.2 Plans and Specifications..... 5

    1-02.5 Proposal Forms..... 5

    1-02.7 Bid Deposit..... 5

    1-02.10 Withdrawing, Revising, or Supplementing Proposal..... 6

    1-02.13 Irregular Proposals..... 6

    1-02.14 Disqualification of Bidders ..... 7

    1-02.15 Pre Award Information ..... 10

**1-04 SCOPE OF THE WORK..... 11**

    1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda..... 11

    1-04.4 Changes..... 11

    1-04.4(1) Minor Changes..... 11

    1-04.6 Variation in Estimated Quantities..... 12

    1-04.9 Use of Buildings or Structures ..... 12

    1-04.9(1) Construction Staging and/or Personnel Parking..... 12

**1-05 CONTROL OF WORK..... 12**

    1-05.4 Conformity With and Deviations from Plans and Stakes ..... 12

    1-05.4(3) Record Drawings ..... 16

    1-05.7 Removal of Defective and Unauthorized Work..... 18

    1-05.11 Final Inspection..... 18

    1-05.11 Final Inspections and Operational Testing ..... 18

    1-05.11(1) Substantial Completion Date ..... 18

    1-05.11(2) Final Inspection and Physical Completion Date ..... 19

    1-05.11(3) Operational Testing ..... 19

    1-05.12 Final Acceptance ..... 20

    1-05.12(1) One-Year Guarantee Period ..... 20

    1-05.13 Superintendents, Labor and Equipment of Contractor ..... 20

    1-05.14 Cooperation with Other Contractors ..... 21

    1-05.14(1) Notifications Relative to Contractor's Activities..... 21

    1-05.15 Method of Serving Notices..... 21

    1-05.16 Water and Power ..... 22

    1-05.17 Oral Agreements..... 22

    1-05.18 Daily Construction Report..... 22

**1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC..... 23**

    1-07.1 Laws to be Observed ..... 23

    1-07.2 State Sales Tax..... 24

    1-07.2 State Sales Tax..... 24

    1-07.2(2) State Sales Tax — Rule 171 ..... 24

1-07.2(3)	State Sales Tax — Rule 170 .....	25
1-07.2(4)	Services .....	25
1-07.7	Load Limits.....	25
1-07.16(1)	Private/Public Property .....	25
1-07.17	Utilities and Similar Facilities .....	26
1-07.23	Public Convenience and Safety.....	27
1-07.24	Rights of Way.....	27
<b>1-08</b>	<b>PROSECUTION AND PROGRESS .....</b>	<b>28</b>
<b>1-08.0</b>	<b>PRELIMINARY MATTERS.....</b>	<b>28</b>
1-08.0(1)	Preconstruction Conference .....	28
1-08.0(2)	Hours of Work.....	28
1-08.3	Progress Schedule.....	29
1-08.3(1)A	Project Specific Scheduling and Order of Work .....	29
1-08.4	Prosecution of Work.....	30
1-08.4	Notice to Proceed and Prosecution of Work.....	30
1-08.5	Time for Completion.....	30
1-08.9	Liquidated Damages .....	31
<b>1-09</b>	<b>MEASUREMENT AND PAYMENT .....</b>	<b>32</b>
1-09.2(1)	General Requirements for Weighing Equipment.....	32
1-09.6	Force Account.....	32
1-09.9	Payments .....	33
1-09.13	Claim Resolution.....	34
1-09.13(3)	Claims \$250,000 or Less .....	34
1-09.13(3)A	Administration of Arbitration.....	34
<b>1-10</b>	<b>TEMPORARY TRAFFIC CONTROL.....</b>	<b>35</b>
1-10.2	Traffic Control Management .....	35
1-10.2(1)	General .....	35
1-10.2(2)	Traffic Control Plans .....	36
1-10.3	Traffic Control Labor, Procedures, and Devices.....	37
1-10.3(3)A	Construction Signs.....	37
1-10.3(3)C	Portable Changeable Message Sign .....	37
1-10.5	Payment.....	37
<b>2-01</b>	<b>CLEARING, GRUBBING, AND ROADSIDE CLEANUP .....</b>	<b>38</b>
2-01.1	Description .....	38
2-01.2	Disposal of Usable Materials and Debris.....	38
2-01.3(3)	Pruning and Trimming of Existing Vegetation .....	38
2-01.4	Measurement .....	38
2-01.5	Payment.....	38
<b>2-02</b>	<b>REMOVAL OF STRUCTURES AND OBSTRUCTIONS .....</b>	<b>39</b>
2-02.1	Description .....	39
2-02.3	Construction Requirements .....	39
2-02.3(1)	Saw Cutting.....	40
2-02.3(2)	Asphalt Removal.....	40
2-02.3(4)	Cement Concrete Sidewalk Removal.....	40
2-02.4	Measurement .....	40
2-02.5	Payment.....	41

<b>2-03</b>	<b>ROADWAY EXCAVATION AND EMBANKMENT .....</b>	<b>41</b>
2-03.1	Description .....	41
<b>2-04</b>	<b>HAUL .....</b>	<b>42</b>
2-04.1	Description .....	42
2-04.2	Hauling on Routes Other Than State Highways .....	42
2-04.5	Payment.....	42
<b>3-01</b>	<b>PRODUCTION FROM QUARRY AND PIT SITES .....</b>	<b>43</b>
3-01.4	Contractor Furnished Material Sources .....	43
3-01.5	Payment.....	43
<b>4-04</b>	<b>BALLAST AND CRUSHED SURFACING .....</b>	<b>44</b>
4-04.1	Description .....	44
4-04.4	Measurement .....	44
4-04.5	Payment.....	44
5-04.1	Description .....	0
5-04.2	Materials .....	0
5-04.2(2)	Mix Design – Obtaining Project Approval .....	0
5-04.3	Construction Requirements .....	1
5-04.3(1)	Weather Limitations .....	1
5-04.3(3)D	Material Transfer Device or Material Transfer Vehicle .....	1
5-04.3(18)	Uses for HMA.....	2
5-04.3(19)	Incidental uses for HMA.....	2
5-04.4	Measurement .....	2
5-04.5	Payment.....	3
<b>6-07</b>	<b>PAINTING.....</b>	<b>4</b>
6-07.2	Materials .....	4
6-07.2(1)	Materials for Luminaire Poles and Luminaires .....	7
6-07.3	Construction Requirements .....	8
6-07.3(14)	Painting of Aluminum Surfaces.....	8
6-07.5	Payment.....	8
<b>8-01</b>	<b>EROSION CONTROL AND WATER POLLUTION CONTROL.....</b>	<b>9</b>
8-01.1	Description .....	9
8-01.2	Materials .....	9
8-01.3	Construction Requirements .....	9
8-01.3(1)A	Submittals .....	9
8-01.3(1)A1	Temporary Erosion and Sediment Control .....	9
8-01.3(1)A	General .....	9
8-01.4	Measurement .....	10
8-01.5	Payment.....	10
<b>8-02</b>	<b>ROADSIDE RESTORATION.....</b>	<b>11</b>
8-02.1	Description .....	11
8-02.2	Materials .....	11
8-02.3(1)	Responsibility During Construction.....	11
8-02.3(2)A	Roadside Work Plan .....	12
8-02.3(3)A	Chemical Pesticides .....	12
8-02.3(5)	Roadside Seeding, Lawn and Planting Area Preparation .....	12
8-02.3(5)B	Lawn Area Preparation .....	12
8-02.3(5)C	Planting Area Preparation.....	12

8-02.3(6)B Fertilizer ..... 13

8-02.3(8)B Plant Installation..... 13

8-02.3(11)B Bark or Wood Chip Mulch..... 13

8-02.3(13) Plant Establishment ..... 14

8-02.3(17) Trail Shoulder Restoration ..... 15

8-02.4 Measurement ..... 15

8-02.5 Payment..... 16

**8-03 IRRIGATION SYSTEM ..... 16**

8-03.1 Description ..... 16

8-03.2 Materials ..... 17

8-03.3 Construction Requirements ..... 17

8-03.3(4) Irrigation Water Service ..... 17

8-03.3(5) Irrigation Electrical Service ..... 17

8-03.3(7)A Irrigation Piping ..... 17

8-03.3(7)A Irrigation Sleeves ..... 17

8-03.3(10)B Flushing and Testing ..... 18

8-03.3(14) System Operation ..... 18

8-03.5 Payment..... 18

**8-14 CEMENT CONCRETE SIDEWALKS ..... 19**

8-14.1 Description ..... 19

8-14.2 Materials ..... 19

8-14.3 Construction Requirements ..... 19

8-14.3(7) Cement Concrete Curb Ramps and Landings..... 20

8-14.4 Measurement ..... 20

8-14.5 Payment..... 20

**8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT TRANSPORTATION SYSTEMS, AND ELECTRICAL ..... 21**

8-20.1 Description ..... 21

8-20.1(1) Regulations and Codes ..... 21

8-20.1(3) Permitting and Inspection ..... 21

8-20.1(4) Errors and Omissions ..... 22

8-20.2 Materials ..... 22

8-20.2(1) Equipment List and Drawings ..... 22

8-20.3 Construction Requirements ..... 23

8-20.3(1) General ..... 23

8-20.3(2) Excavating and Backfilling ..... 24

8-20.3(2)A Trench and Backfill ..... 24

8-20.3(4) Foundations ..... 26

8-20.3(5) Conduit..... 26

8-20.3(5)A General ..... 26

8-20.3(5)A3 Damaged or Blocked Conduits ..... 27

8-20.3(6) Junction Boxes, Cable Vaults, and Pull boxes ..... 27

8-20.3(8) Wiring ..... 28

8-20.3(9) Bonding, Grounding ..... 28

8-20.3(10) Service, Transformer and ITS Cabinets ..... 29

8-20.3(11) Testing ..... 29

8-20.3(13) Illumination Systems ..... 29

8-20.3(13)A Light Standards..... 29

8-20.3(13)C	Luminaires .....	29
8-20.3(17)	“As-Built” Plans .....	29
8-20.4	Measurement .....	29
8-20.5	Payment.....	30
<b>8-21</b>	<b>PERMANENT SIGNING .....</b>	<b>30</b>
8-21.1	Description .....	30
8-21.2	Materials .....	30
8-21.3	Construction Requirements .....	31
8-21.4	Measurement .....	32
8-21.5	Payment.....	32
<b>8-22</b>	<b>PAVEMENT MARKING.....</b>	<b>33</b>
8-22.1	Description .....	33
8-22.2	Materials .....	33
8-22.3	Construction Requirements .....	33
8-22.5	Payment.....	33
<b>8-27</b>	<b>DRINKING FOUNTAIN (NEW SECTION).....</b>	<b>33</b>
8-27.1	Description .....	33
8-27.2	Materials .....	34
8-27.3	Construction Requirements .....	34
8-27.4	Measurement .....	34
8-27.5	Payment.....	34
<b>8-28</b>	<b>WOOD POST AND RAIL FENCE INSTALLATION (NEW SECTION) .....</b>	<b>35</b>
8-28.1	Description .....	35
8-28.2	Materials .....	35
8-28.3	Construction Requirements .....	35
8-28.4	Measurement .....	35
8-28.5	Payment.....	35
<b>8-30</b>	<b>MISCELLANEOUS PARK ELEMENT INSTALLATION (NEW SECTION).....</b>	<b>35</b>
8-30.1	Description .....	35
8-30.2	Materials .....	36
8-30.3	Construction Requirements .....	36
8-30.4	Measurement .....	36
8-30.5	Payment.....	36
<b>9-03</b>	<b>AGGREGATES .....</b>	<b>37</b>
9-03.8(2)	HMA Test Requirements .....	37
9-03.8(7)	HMA Tolerances and Adjustments .....	37
9-03.9(2)	Permeable Ballast.....	37
<b>9-14</b>	<b>EROSION CONTROL AND ROADSIDE PLANTING .....</b>	<b>38</b>
9-14.2	Topsoil .....	38
9-14.2(1)	Topsoil Type A.....	38
9-14.2	Seed.....	38
9-14.3	Fertilizer .....	39
9-14.5(3)	Bark or Wood Chip Mulch.....	39
9-14.5(8)	Fine Compost.....	39
<b>9-29</b>	<b>ILLUMINATION, SIGNAL, ELECTRICAL.....</b>	<b>40</b>
9-29.1	Conduit, Innerduct, and Outerduct.....	40

---

9-29.1(4)C	HDPE Conduit.....	40
9-29.2	Junction Boxes, Cable Vaults, and Pull Boxes.....	40
9-29.2(1)A	Standard Duty Junction Boxes .....	40
9-29.6	Light and Signal Standards.....	41
9-29.7	Luminaire Fusing and Electrical Connections at Light Standard Bases, Cantilever Bases and Sign Bridge Bases .....	41
9-29.7(2)	Fused Quick-Disconnect Kits.....	41
9-29.10(2)	Decorative Luminaires .....	42
9-29.26	Detectable Pull Tape .....	42

## **INTRODUCTION TO THE SPECIAL PROVISIONS**

*(January 4, 2024 APWA GSP, Option A)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2024 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

*(March 8, 2013 APWA GSP)*

*(April 1, 2013 WSDOTGSP)*

*Project specific special provisions are labeled without a date as such:  
(Special Provision)*

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 Manual M21-01, current edition
- City of Mercer Island Standard Details

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



*(This Page Intentionally Left Blank)*

## 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**

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	2	Furnished automatically upon award.

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****

*(January 4, 2024 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 Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
  - c. A price per unit cannot be determined from the Bid Proposal;
  - d. The Proposal form is not properly executed;
  - e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
  - f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
  - g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
  - h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;
  - i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - j. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
  - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
  - e. Receipt of Addenda is not acknowledged;
  - f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - g. If Proposal form entries are not made in ink.

#### **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](http://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 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**  
(December 30, 2022 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.

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

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

*(December 30, 2022 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) Minor Changes**

*(May 30, 2019 APWA GSP)*

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$15,000 or less may be made under the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

**1-04.6 Variation in Estimated Quantities**

*(December 30, 2022 APWA GSP, Option 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 the Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than \$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:

(January 13, 2021)

**Contractor Surveying - Roadway**

The Contracting Agency has provided primary survey control in the Plans.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the pavement subgrade, paving, channelization and pavement marking, illumination 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.

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.

### **Payment**

Payment will be made for the following bid item when included in the proposal:

"Roadway Surveying", lump sum.

The lump sum contract price for "Roadway Surveying" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

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.

### **Payment**

ADA Features Surveying shall be included in the lump sum contract price for "Roadway Surveying".

### **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.

**Payment**

Record Drawings shall be included in the lump sum contract price for "Roadway Surveying".

**1-05.4(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:

"Roadway Surveying" per Lump Sum

All costs associated with roadway surveying, licensed surveying, structure surveying, utility surveying, Record Drawings and cross sectioning as required by the Standard Specifications and these Special Provisions shall be measured and paid under the bid item "Roadway Surveying" and no additional payment will be made. Additionally, all ADA Features Surveying work described in Section 1-05.4 shall be considered included and paid under the lump sum bid item "Roadway Surveying"



Primary horizontal and vertical control data shall not be furnished by the Contracting Agency and the Contractor shall establish horizontal vertical control as part of the "Roadway Surveying" bid item provided in the Proposal. Available horizontal and vertical control data provided in the Plans is for the Contractor's convenience and shall be verified as part of the "Roadway Surveying" Work.

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

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 7 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***(January 4, 2024 APWA GSP)*

Revise the second paragraph to read:

All correspondence from the Contractor shall be served and directed to the Engineer.  
All correspondence from the Contractor constituting any notification, notice of protest,

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

*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 32<sup>nd</sup> 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](mailto:tung.le@centurylink.com)

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

**1-07.23 Public Convenience and Safety****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.

At the preconstruction meeting the contractor shall provide a schedule depicting the following site-specific considerations:

- Work shall not be performed within Aubrey Davis Park from August 1st through August 5th due to the Seafair Festival.
- Work described in the Plans around the Feroglia Ballfields and restrooms (approx. STA 28+00 – STA 32+00) shall not commence until August 12<sup>th</sup>, 2024.

- Contractor shall set up pedestrian detour route two (2) days prior to commencement of work between 28+00 – 32+00.
- This work is anticipated to utilize 20-25 working days.

**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.

**1-08.5 Time for Completion**

*(Special Provision)*

*Supplement*

This project shall be Substantially completed within **\*\*\* 40 \*\*\*** working days.

*(December 30, 2022 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. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, 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
  - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. Final Contract Voucher Certification
  - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
  - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
  - g. Property owner releases per Section 1-07.24

### **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**

*(December 30, 2022 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 the 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**

*(January 19, 2022 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*

Trail access shall remain open, with one way flagger-controlled access, during striping and shoulder restoration activities except area as designated on plans, around restroom and ball fields. Detour route shall be signed and provided per plans for restroom and ball field area closure.

**1-10.2(1) General***(October 3, 2022, 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 135<sup>th</sup> 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://atssa.com/training>

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

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

K&D Services Inc.  
2719 Rockefeller Ave.  
Everett, WA 98201  
(800) 343-4049

<https://www.kndservices.net>

## 1-10.2(2) Traffic Control Plans

(Special Provision)

Supplement

Traffic Control Plans, including any revisions and updates, are the sole responsibility of the Contractor. A proposed plan has been provided in the contractor documents. It is the responsibility of the Contractor to adopt, modify, and update the TCP to fit the Contractor's means and methods for completing the work.

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:

- 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 trail closures, construction signs, flaggers, spotters, and other traffic control devices required to support each phase of the construction. The Contractor-provided Plans shall be prepared by the Contractor's Traffic Control Supervisor or 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.

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.

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.

Any detour routes for temporary trail closures shall be set up a minimum of two (2) days prior to closure and commencement of work.

**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 sandwich board sign (24"x45"), with weatherproof notifications, at each end of the project as directed by the Engineer. Messages to display will be determined by the Engineer.

Two days prior to closure of any trail segment the contractor shall place a portable sandwich board (24"x45"), with weatherproof notifications, at the closure locations notifying park and trail users of duration of closure. Specifically, in proximity to Feroglia Ballfields, as shown on the plans. Sandwich boards shall be located out of the path of travel along the trail and set min of (2) two feet from edge of pavement. Verify with City locations of sandwich board signage.

Sandwich board signs shall remain in operation with current message notifications on the project until substantial completion.

**1-10.5 Payment***(Special Provision)**Supplement*

Supplement this section with the following:

"Project Temporary Traffic Control" per Lump sum

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, Sandwich Boards, or other work required under this section unless 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: ROADWAY EXCAVATION AND EMBANKMENT

### 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

#### 2-01.1 Description

*(Special Provision)*

*Supplement*

The Contractor shall stake the proposed clearing limits at a minimum of 25' interval. The Contractor shall notify Engineer upon completion of the staked limits and shall allow 48 hours, after notification, 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.

The work shall also include pruning and trimming of existing vegetation, including trees and woody shrubs, where noted on the Plans and as directed by the Engineer, for purposes of improving sight distance along the trail.

#### 2-01.2 Disposal of Usable Materials 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.

The Contractor shall make the opportunity available to the Engineer to allow salvaging of exiting materials once removed to a site designated by the Engineer, prior to the Contractor providing haul and disposal of the materials. This does not imply that the Engineer will accept the materials removed for salvage. If materials are to be salvaged by the Engineer, the Contractor will provide haul to the designated site (within the City of Mercer Island).

#### 2-01.3(3) Pruning and Trimming of Existing Vegetation

*(Special Provision)*

*New Section*

The Contractor shall prune existing woody vegetation as required to achieved desired sight distance along the trail where shown on the Plans. The areas shown on the Plans are approximate, and final extents of pruning and trimming shall be determined in the field by the Engineer. All pruning shall meet the standards of ANSI A300 and shall be performed by a licensed landscape contractor.

#### 2-01.4 Measurement

*(Special Provision)*

*Supplement*

No specific unit of measurement shall apply to the force account for Pruning and Trimming of Existing Vegetation.

#### 2-01.5 Payment

*(Special Provision)*

*Supplement*

Payment will be made in accordance with section 1-04.1, for the following bid items that are included in the Proposal:

“Clearing and Grubbing” per Lump Sum

The lump sum contract price for the above including all incidental work shall be full compensation for all labor, materials tools, and equipment necessary to satisfactorily complete the work as defined in the Standard Specification and these Special Provisions.

“Pruning and Trimming of Existing Vegetation” per Force Account

Payment shall be made for all necessary work to prune and trim existing woody vegetation to maintain sight distance along the trail, as directed and approved by the Engineer. Work shall be measured and paid in accordance with Section 1-09.6.

## 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 this section as well as any other materials noted for removal on the Plan 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 Structure and Obstructions”, as well as other minor items noted on the Plans:

- Remove Bollards / Guard Posts (Various Locations per Plans), 9 EA, including footings
- Remove Tree, 1 EA
- Remove Park Signage (2), including footings

In general, the Contractor shall remove/dispose/salvage or abandon existing items which are in conflict with the new improvements, as noted above, and/or shown on the site preparation and demolition Plans. Where not in conflict, or where not specified for relocation, demolition or removal Contractor shall protect all improvements. Miscellaneous small items requiring removal may not have 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 Structures and Obstructions” and no further compensation shall be made; however, backfill material used to fill voids created by removing structures and obstructions will be paid for under the “Crushed Surfacing Top Course” bid item

### 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. 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.

Tree removal shall include stump grinding to 6" below grade.

### **2-02.3(1) Saw Cutting**

*(Special Provision)*

*New Section*

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

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

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 saw cutting as well as collection and disposal of wastewater shall be considered incidental to and included in the unit contract prices for the associated removal bid items which require saw cutting.

### **2-02.3(2) Asphalt Removal**

*(Special Provision)*

*New Section*

This work shall consist of asphalt sidewalk/walkway removal to the limits identified on the plans or as directed by the Engineer. Regardless of thickness, existing asphalt shall be removed to install the proposed improvements.

All costs associated with asphalt sidewalk/walkway removal and disposal shall be considered included in the bid items except when a specific bid item is included in the contract proposal.

### **2-02.3(4) Cement Concrete Sidewalk Removal**

*(Special Provision)*

*New Section*

This work shall consist of cement concrete sidewalk/walkway removal to the limits identified on the plans or as directed by the Engineer. Regardless of depth, existing concrete sidewalk shall be removed to install the proposed improvements.

All costs associated with sidewalk/walkway removal and disposal shall be considered included in the bid items except when a specific bid item is included in the contract proposal.

### **2-02.4 Measurement**

*(Special Provision)*

*Supplement*

"Asphalt Removal Incl Haul" shall be measured per square yard on the surface of pavement removed as identified on the plans.

“Cement Concrete Sidewalk Removal Incl Haul” shall be measured per square yard on the surface pavement removed as identified on the plans.

**2-02.5 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:

- “Removal of Structure and Obstructions” Lump Sum
- “Asphalt Removal Incl Haul” Per Square Yard
- “Cement Concrete Sidewalk Removal Incl Haul” Per Square Yard

The Lump Sum Contract price for “*Removal of Structure and Obstruction*” 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 surface and underground utilities, 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.

The Square Yard Contract price for “*Asphalt Removal 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, breaking, and disposal of existing asphalt pavements, walkways, and driveways, regardless of thickness. Haul and disposal/salvage of materials to which this bid item applies shall be considered incidental.

The Square Yard Contract price for “*Cement Concrete Sidewalk Removal 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, breaking, and disposal of existing cement concrete sidewalk and walkways, regardless of thickness or reinforcement. Haul and disposal/salvage of materials to which this bid item applies shall be considered incidental.

Saw cutting shall be considered incidental and the unit price shall be included in the various bid items that it relates to.

**2-03 ROADWAY EXCAVATION AND EMBANKMENT**

**2-03.1 Description**

*(Special Provision)*

*Supplement*

The work described in this Section, regardless of the nature or type of the materials encountered, includes excavating subgrade below the existing roadway, existing sidewalk, existing curb and gutter, and existing driveways to establish subgrade required by the proposed improvements and daylighting to existing ground per the details in the Plans.

Should the contractor remove the existing surface treatment and encounter suitable base material that has been inspected and accepted by the Engineer, the contractor shall stop excavation and grade existing ground for proposed improvements.



Any excavation beyond that necessary for construction, unless otherwise ordered by the Engineer in writing, shall not be paid for. Unauthorized over-excavated areas shall be filled with crushed surfacing to be furnished, placed, and compacted at the Contractor's expense.

Unsuitable material is not anticipated within the project footprint. Should unsuitable material be discovered by the Contractor and the Engineer determines the material is unsuitable, the Engineer may direct the Contractor to remove unsuitable material. Removal and haul of the unsuitable material shall be tracked using force account.

**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 expense 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*

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.

**2-04.5 Payment**

*(Special Provision)*

*Supplement*

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

**END OF DIVISION 2**

**DIVISION 3: PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING**

**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.

**3-01.5 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*

All crushed surfacing material included in this contract is to be used only as indicated on the Plans or as designated by the Engineer and is not for the convenience of the Contractor. The work shall consist of the placement and compaction of crushed surfacing top course beneath pavement, curbs, paths, and sidewalk at locations indicated on the Plans. The Contractor shall place the material on the project as directed.

Also included in this work is the crushed surfacing top course required for placing and constructing temporary pedestrian facilities throughout the project site as directed by the engineer.

#### 4-04.4 Measurement

*(Special Provision)*

*Supplement*

The basis of measurement for "Crushed Surfacing Top Course" (CSTC) will be by the ton based on certified truck tickets collected by the inspector at the end of each working day. Tickets will be accepted for payment after the end of each working day only when prior arrangements have been made with the inspector.

Should the Contractor not prepare subgrade to the correct line and grades and crushed surfacing materials are placed in excess of the depths required by the Plans, the excess depth will not be measured for payment. The crushed surfacing in these areas will instead be measured by neat line to be converted to tons for deduction in quantities accepted based on the certified truck tickets.

Crushed surfacing top course or base course used for temporary purposes, including but not limited to driving surfaces, will not be measured for payment unless it is incorporated into construction of the final improvements as required by the Plans.

Water used in placing and compacting surfacing materials will not be measured for payment.

#### 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

The unit bid price for the above including all incidental work (temporary placement and compaction for concrete pavement, trail and driveways, etc.) shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications and these Special Provisions. The Contract Bid price for "Crushed Surfacing \_\_\_\_ Course" shall be full compensation for all labor, materials, tools, and equipment

necessary to satisfactorily complete the work as defined in the Plans, Standard Specifications and these Special Provisions. Work elements shall include, but not be limited to procuring, hauling, placing, grading, and compacting crushed surfacing material. Water used in placing and compacting surfacing materials shall be considered incidental to the material being placed.

It is the Contractor's responsibility to track crushed surfacing materials measured for separate payment and those not measured for payment by providing separate stockpiles or another method acceptable by the Engineer. Should the Contractor not provide separate stockpiles or other method as outlined above, crushed surfacing material paid for per Ton will not be based on certified truck tickets, but instead be measured by neat line to be converted to tons based upon neat line measurements in the field and on the cross sections provided in the Plans.

**END OF DIVISION 4**

## DIVISION 5: SURFACE TREATMENTS AND PAVEMENTS

### 5-04.1 Description

*(Special Provision)*

*Supplement*

This work shall consist of placing and compacting one or more layers of Commercial Hot Mix Asphalt (HMA) for on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans for trail and sidewalk applications.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

This work shall also include placing and compacting Temporary HMA for pavement transitions, temporary walkways, and other temporary facilities as directed by the engineer.

### 5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)
(As noted in 5-04.3(5)C for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

Commercial HMA, Class 3/8" shall be used for all HMA trail construction. The Contractor shall use a preapproved WSDIOT QPL mix design.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

#### 5-04.2(2) Mix Design – Obtaining Project Approval

**Commercial** evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The

Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

Commercial Evaluation Approval of a mix design for “Commercial Evaluation” will be based on a review of the Contractor’s submittal of WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL’s) appropriate for the required use.

**5-04.3 Construction Requirements**

**5-04.3(1) Weather Limitations**

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

<b>Minimum Surface Temperature for Paving</b>	
Compacted Thickness (Feet)	Other Courses
Less than 0.10	45°F
0.10 to .20	35°F
More than 0.20	35°F

**5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

A Material Transfer Device/Vehicle (MTD/V) shall not be used for placement of Commercial HMA in this Contract.

**5-04.3(9) HMA Mixture Acceptance**

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

**5-04.3(11) Reject Work**

**5-04.3(11)A Reject Work General**

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion

of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

**5-04.3(11)B Rejection by Contractor**

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

**5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

The Engineer may, without sampling, reject any batch, load, or section of Trail that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Trail shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

**5-04.3(18) Uses for HMA**

*(Special Provision)*

*New*

Uses for "Commercial HMA" shall consist of pathways, sidewalks, driveway areas, and utility adjustments.

**5-04.3(19) Incidental uses for HMA**

*(Special Provision)*

*New*

Incidental uses for Commercial Asphalt shall consist of restoration and adjustment to paved areas such as the back of sidewalks, sidewalk ramps, behind driveway approaches, placement of asphalt berms and other such uses as directed by the Project Engineer.

**5-04.4 Measurement**

*(Special Provision)*

*Supplement*

The basis of measurement for "Commercial HMA" will be by the ton based on certified truck tickets collected by the inspector at the end of each working day, with no deduction being made for the weight of asphalt binder, blending sand, mineral filler, or any other component of the HMA.

Tickets will be accepted for payment after the end of each working day only when prior arrangements have been made with the inspector.

All costs for tack coat shall be considered incidental to and included in other unit Contract prices.

Cold Mix, if used by the Contractor, will not be measured for separate payment and shall be considered incidental to the lump sum bid item "Project Temporary Traffic Control".

**5-04.5 Payment**

Incidental uses for HMA, shall be measured and paid under the "Commercial HMA" bid item.

*(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:

"Commercial HMA", Per Ton

Items to be included in the bid price, but shall not necessarily be limited to all necessary materials, labor, and equipment to satisfactorily complete furnishing, hauling and placement of HMA, compaction, preparation of existing roadway surfaces, furnishing and applying tack coat as defined in the Standard Specifications and Special Provisions.

All costs associated with Preparation of Existing Surfaces, Tack Coat, and Longitudinal Joint Seals shall be considered included in the cost of the Hot Mix Asphalt furnished and installed.

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

**END OF DIVISION 5**



**DIVISION 6: STRUCTURES**

**6-07 PAINTING**

*(Special Provision)*

*Supplement*

Section 6-07.1 is supplemented with the following:

This work shall consist of painting systems and colors for metal elements as shown on the Plans.

**6-07.2 Materials**

*(Special Provision)*

*Supplement*

Section 6-07.2 is supplemented with the following:

Paint materials shall comply with the requirements in Section 9-08 unless described in this section.

The Contractor shall submit (3) samples of each custom color, textures, and gloss for approval. Metal coupon samples shall be three (3) inches by five (5) inches. Paint colors and paint systems shall be as shown in the following table for the following items:

**Paint Color / Paint System Table**

<b>Spec</b>	<b>Item</b>	<b>Paint Color</b>	<b>Paint System</b>
8-21	Permanent Signing: Back of Sign Panels and Posts	Black	Powder Coating Paint System
8-27	Drinking Fountain and Pet Station	Black	Paint System shall be per Manufacturer
9-29	Luminaire Pole	“Bronze” to match Luminaire color	Powder Coating Paint System
9-29.10(2)	Luminaire and Mount	“Bronze”	Paint System shall be per Manufacturer

---

### **Galvanizing**

All fabricated steel components and materials to be galvanized per ASTM 123.

All steel hardware components and materials to be galvanized per ASTM 153.

### **Metallic Paint System**

Metallic paint system shall be of aliphatic acrylic polyurethane or acrylic polyurethane finish coat that contains a sparkle aluminum pigment creating a metallic aesthetic finish. It shall be a highly durable coating, resistant to abrasion, wet conditions and exterior weathering. Finish shall contain UV absorbers for extended color and gloss retention. Finish shall be semi-gloss finish.

Paint shall be provided as follows:

#### **Steel**

Surface Preparation: Shop sandblast using SSPC-SP6 Commercial Blast, using non-metallic abrasive.

Prime Coat: Advance two-component, moisture-cured, zinc-rich primer providing extraordinary performance. Is rapid curing so chemical- and corrosion-resistant topcoats can be applied the "same-day." Also can be used for field touch-up of inorganic zinc coating. Applied at 2.5 - 3.5 mils DFT (falls under the CARB Metallic pigmented category)

Intermediate: Polyamide Epoxy at 4.0 - 6.0 mils DFT (less than 100 grams/Liter VOC), meet performance requirements of AWWA C 210. Low VOC, excellent resistance to abrasion and suitable for chemical contact exposure.

Finish: Advanced Thermoset Solution Fluoropolymer, high-solids fluoropolymer coating that provides an ultra-durable finish with user friendly brush. Outstanding color and gloss retention even in most severe exposures. Semi-gloss finish.

#### **Galvanized & Aluminum Metals**

Surface Preparation: Abrade 100% of area using a metal finishing pad designed for removing light rust and for cleaning and brightening metal to degloss and create profile.

Prime Coat: Polyamide epoxy shall be a versatile low-temperature coating ideally suited for steel fabrication and OEM applications, widely used as a field tiecoat, provides fast curing, rapid handling capabilities and conforms with air pollution regulations limiting Volatile Organic Compounds (VOC) to a maximum of 340 grams/liter (2.8 lbs/gal). Applied at 3.0 mils DFT.

Finish: An Acrylic Polyurethane finish coat that contains sparkle aluminum pigment creating a metallic finish. Highly durable coating, resistant to abrasion, wet conditions and exterior weathering. High performance finish shall contain UV absorbers for extended color and gloss retention. Semi-gloss finish. Applied at 2.0 mils DFT.

**Quality Assurance**

Materials specified are those that have been evaluated for the specific service. The paint and paint products used for this project shall be approved by Engineer.

Requirements for an Approved Equal:

Bidder shall provide to the Owner in writing a detailed side-by-side comparison of the proposed equal Products Characteristics, Performance Characteristics, and Application Conditions for each coating specified in this specification.

For consideration for approval this written comparison shall be certified and notarized by an officer of the proposed manufacturer as true and correct.

For Products Characteristics this detailed side-by-side comparison shall include for example, but not limited to, Volume Solids, Weight Solids, VOC, Mix Ratio, Zinc Content in Dry Film (by Weight), Spreading Rate per coat, Drying Schedule, Shelf Life and Flash Point.

For Performance Characteristics this detailed side-by-side comparison shall include for example, but not limited to, Abrasion Resistance, Tensile Strength, Humidity, Graffiti Resistance, Adhesion, Salt Fog Resistance and Slip Coefficient.

The Contractor shall submit (3) samples of each custom color, textures, and gloss for approval. Appropriate metal coupon samples (steel and aluminum) shall be three (3) inches by five (5) inches. Paint colors and paint systems shall be as shown in the Paint Color/Paint System Table for the various items as included in this Section.

**Powder Coating Paint System**

The powder coating paint system shall be composed of exterior grade pure polyester TGIC, dry powder including resins, and pigments in accordance with requirements of AAMA 605.2., and shall have the following characteristics:

	<b>Glossy Surface</b>	<b>Semi-Gloss Surface</b>	<b>Mat Surface</b>
Thickness	2.5-3.5 mils/60-90	2.5-3.5 mils/60-90	2.5-3.5 mils/60-90
Gloss (1)	80-90	55-70	15-25
Cross Hatch Adhesion (2)	Pass 100%	Pass 100%	Pass 100%
Mandrel Bending (3)	1/8"/3 mm	5/32"/4 mm	3/16"/5 mm
Erichsen Cupping ISO 1520	5/16"/8 mm	1/4"/7 mm	3/16"/5 mm

Impression Hardness (4)	95	95	95
Impact Test (5)	Up to 160"/lb	Up to 160"/lb	Up to 160"/lb
Pencil Hardness (6)	2H (min.)	2H (min.)	2H (min.)
Dry Mill Test	OK	OK	OK
Salt Spray Test (7)	1500 h test, max. undercut 1/16"/1 mm	1500 h test, max. undercut 1/16"/1 mm	1500 h test, max. undercut 1/16"/1 mm
Humidity Resistance (8)	1500 h test, min. blisters 1/16"/1 mm	1500 h test, min. blisters 1/16"/1 mm	1500 h test, min. blisters 1/16"/1 mm

Key:

- (1) Gloss According to Gardner 60 degrees, ASTM D 523.
- (2) Cross Hatch Adhesion, ASTM D 3359, Method B.
- (3) Mandrel Bending Test, ASTM D 522.
- (4) Impression hardness, ASTM B 3363.
- (5) Impact Test, ASTM D 2794; (0.1) inch distortion.
- (6) Pencil Hardness, ASTM B 3363.
- (7) Salt spray Resistance Test, ASTM B 117.
- (8) Humidity Resistance Test, ASTM D 2247.

Add new Section 6-07.2(1):

**6-07.2(1) Materials for Luminaire Poles and Luminaires**

The Contractor shall provide a swatch paint sample from the pole manufacturer for use as a color match for the Engineer’s approval prior to factory finish coating. Contractor shall also provide two gallons of touch-up paint to the City.

Painting plan submittals shall be per Standard Specifications Section 6-07 Painting.

Steel Poles and Steel Sub-Assemblies Paint Specifications:

Steel poles and sub-assemblies shall be factory galvanized, primed and finished with polyester powder coating per Section 6-07 and Section 9-08 of the Standard Specifications.

Aluminum Poles, Aluminum Sub-Assemblies and Aluminum Luminaire Housings Specifications:

Luminaires and other aluminum components shall be factory primed and painted with polyester powder coating to recommended industry standards and shall meet AAMA 2604 performance requirements and test procedures.

**6-07.3 Construction Requirements**

Section 6-07.3 is supplemented with the following:

The Contractor shall submit three (3) samples of each custom color, textures, and gloss for Engineer's approval. Metal coupon samples shall be three (3) inches by five (5) inches.

Apply entire finish system in the shop. Hold back finish system at all welded areas. Bolted connections should be primed with a zinc based primer compatible with the approved paint system.

Field touch up painting shall consist of matching specified priming and painting for all damaged and field repaired areas. Field welds and abrasions should be touched up after installation. Touch up surface preparation with a zinc based primer compatible with the approved paint system, 2.5 to 3.5 mils DFT.

Preparation, cleaning, priming, shop painting and field touch-up for all fabricated decorative exterior metal work will be incidental to the associated bid items.

Immediately remove coatings that fall on surrounding areas and surfaces not scheduled to be coated.

Add New Section 6-07.3(14):

**6-07.3(14) Painting of Aluminum Surfaces**

All aluminum items specified herein to be powder coated shall be factory primed and powder coated in accordance with the manufacturer's recommendations and 2021 WSDOT Standard Specifications.

The paint color of aluminum surfaces shall be per 6-07.2

**6-07.5 Payment**

Section 6-07.5 is supplemented with the following:

Measurement and payment for all painting and finishes shall be incidental to the related bid items that receive the painting and finishes including all labor, equipment, materials, and tools necessary to complete the work as shown on the Plans and required by the Specifications.

**END OF DIVISION 6**

## DIVISION 8: MISCELLANEOUS CONSTRUCTION

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

#### 8-01.1 Description

*(Special Provision)*

*Supplement*

#### **Water**

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

#### 8-01.2 Materials

*(Special Provision)*

*Supplement*

#### **Temporary Chain Link Fencing**

Temporary Chain Link Fencing shall be per Standard Specifications Section 8-12, Chain Link Fence and Wire Fence and as detailed on plans.

#### **Silt Fence**

Silt fence fabric shall be per WSDOT Standard Specifications Section 9-33.2 Geosynthetic Properties, Table 6, Geotextile for Temporary Silt Fence, and shall be attached to the Temporary Chain Link Fence at least (2) two feet in height. The fabric shall be attached to the post and chain link fencing every six inches with a polyethylene tie. Fabric shall not be fastened to trees. Silt Fence fabric shall not be measured separately for payment and shall be considered incidental and paid for through the Lump Sum bid item "Erosion Control / Water Pollution Prevention."

#### 8-01.3 Construction Requirements

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

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

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

*(Special Provision)*

*Supplement*

*This section is supplemented with the following:*

##### 8-01.3(1)A General

*(Special Provision)*

*Supplement*

The Contractor shall install and maintain all temporary erosion control measures and Best Management Practices (BMP's) in accordance with the Contract Provisions. Erosion and

sedimentation control measures and BMP's shall comply with the King County Storm Water Management Manual.

When construction operations are such that debris from the work is deposited on the pavement, parking area or paved walkways and trail, the Contractor shall remove daily, any deposits or debris which may accumulate on these surfaces. Should daily removal be insufficient to keep the streets and pavement clean, the Contractor shall perform removal operations on a more frequent basis. If the Contractor fails to keep the streets and pavement free from deposits and debris resulting from the work, the Contractor shall, upon order of the Engineer, provide facilities for and remove all deposits from trucks or other equipment prior to travel over paved streets. All stockpiled material shall be securely covered to prevent debris from migrating from work or staging area.

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

**8-01.4 Measurement**

*(Special Provision)*

*Supplement*

No unit of measurement shall apply to the lump sum bid item "Erosion Control and Water Pollution Prevention", per lump sum.

Temporary Chain Link Fence shall be measured per linear feet of installed chain link fence, including Tree Protection Fencing.

**8-01.5 Payment**

*(Special Provision)*

*Supplement*

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

"Temporary Chain Link Fence" Per Linear Foot

The linear foot contract price for the "Temporary Chain Link Fence" shall be full pay for all costs associated with providing and installing the fencing, including Tree Protection Fencing.

"Erosion Control and Water Pollution Prevention" Per Lump Sum

The lump sum contract price for the "Erosion Control and Water Pollution Prevention" shall be full pay for all costs associated with complying with these Special Provisions, the Standard Specifications, and Site Preparation Plans and Details; including silt fencing fabric, fastenings, sandbags, wattles, etc., creating, submitting, modifying and maintaining a SPCC Plan; design and submittal of erosion and sediment control BMPs including providing, maintaining on site the standby equipment and materials to comply with current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109 and Washington Administrative Code (WAC) Chapter 173-201A; and providing Erosion Control Plan.

## 8-02 ROADSIDE RESTORATION

### 8-02.1

### Description

*(Special Provision)*

The work shall include placement of soil amendments, topsoil and mulch; installation of plant material, hydroseeding of seeded lawn areas and trail shoulder restoration.

### 8-02.2 Materials

*(Special Provision)*

*Supplement*

Materials shall also meet the requirements of the following sections :

Topsoil Type A	9-14.2(1) Special Provisions
Seed	9-14.3 Special Provisions
Bark or Wood Chip Mulch	9-14.5(3) Special Provisions
Fine Compost	9-14.5(8) Special Provisions
Permeable Ballast	9-03.9(2) Special Provisions

### 8-02.3(1) Responsibility During Construction

*(Special Provision)*

*Supplement*

Throughout planting operations, the Contractor shall keep the premises clean, free of excess soils, plants, and other materials, including refuse and debris, resulting from his work. As pedestrians will be allowed continuous access the Contractor shall not stockpile materials or park equipment in any manner that may create a hazard and/or obstacles to pedestrians.

The Contractor shall be responsible for care and protection of all plant material temporarily stored on site prior to planting per Section 9-14.7(3).

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

Landscape construction is anticipated to begin after all paving, signage, major utilities and associated trail work is completed. Landscape materials shall not be installed until weather permits and installation has been authorized by the Engineer. If water restrictions are in force, planting landscape materials may be delayed.

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

The Contractor shall keep access to the trail during trail shoulder restoration work, per typical Traffic Control Plan.



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

*(Special Provision)*

*Supplement*

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

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

*(Special Provision)*

*Supplement*

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

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

**8-02.3(5)B Lawn Area Preparation**

*(Special Provision)*

*Supplement*

In all seeded lawn areas, thoroughly loosen subgrade to six (6) inches depth or as noted in the plans. 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 fine compost.

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

Upon approval of the subgrade by Engineer, Fine Compost shall be installed to the depth shown on the plans and incorporated into the top twelve (12) inches of prepared subgrade by rototilling. Materials shall be placed so that, after settlement, finish grade shall be flush with adjacent trail shoulder and surrounding soil surface. Feather amended soil to create a smooth transition to the existing finish grade.

Lightly compact soil and establish a smooth and uniform finished grade that protects against obstruction to surface drainage and ponding.

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(5)C Planting Area Preparation**

*(Special Provision)*

*Supplement*

In all areas to be planted, except around the base of the existing overpass column as noted on the Plans, soil shall be amended by placing twelve (12) inches of Fine Compost over the soil surface, scooping the soil to thirty-six (36) inches depth and then dumping the soil to combine. This process shall be repeated until the compost has been incorporated into the subgrade.

Around the base of the existing overpass column, to within 36" of column base, Fine Compost shall be installed to the depth shown on the plans and incorporated into the top twelve (12) inches of prepared subgrade by rototilling.

After installing soil amendments, remove all surface rocks over two (2) inches in diameter and fine grade the soil surface to 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 shall be flush with adjacent trail shoulder and surrounding soil surface. Feather amended soil to create a smooth transition to the existing finish grade.

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(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.

#### **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.

***NOTE: Trees and plants shall be procured directly by the City of Mercer Island and provided to the Contractor at no cost; pickup or delivery of the plants from the nursery shall be the Contractor's responsibility and shall be at the Contractor's sole expense.***

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

*(Special Provision)*

*Supplement*

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

Bark or Wood Chip Mulch shall conform to 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.

### **8-02.3(13) Plant Establishment**

*(Special Provision)*

*Supplement*

#### **Plant Establishment Prior to Final Project Acceptance**

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

Maintenance shall include, but not be limited to, labor and materials necessary for removal of foreign and dead 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 until final project acceptance. 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 by the City, the Contracting Agency 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 project acceptance shall be considered incidental to and include in the unit costs for tree and plant installation.

#### **Planting and Irrigation Maintenance After Final Project Acceptance**

Planting maintenance shall consist of caring for all plants planted on the project and caring for the planting areas within the project limits. The provisions of Sections 1-07.13(2) and 1-07.13(3) do not apply to this Section.

Irrigation Maintenance shall consist of maintaining, adjusting, winterizing and re-commissioning the Automatic Irrigation system.

The first year of planting and irrigation maintenance shall begin immediately upon final project acceptance by the City. The planting and irrigation maintenance period shall be a minimum of 1 calendar year. See Appendix B for first-year Planting and Irrigation Maintenance Plan.

During the first-year planting and irrigation maintenance period, the Contractor shall perform all Work necessary to ensure the resumption and continued growth of the transplanted material and for the continued healthy and vigorous growth of all plant material, as directed by the Engineer. This care shall include, but not be limited to, labor and materials necessary for removal of foreign and dead plant material, maintaining a weed-free condition, and the replacement of all unsatisfactory plant material planted under the Contract. If plants are stolen or damaged by the acts of others, the Contracting Agency 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.

All landscaped areas shall be kept weed free. Frequency of weeding shall be sufficient to keep weeds from going to seed and shall be performed a minimum of bi-weekly during the growing season, April through August.

Chemical herbicides shall not be used.

All tree stakes, wrappings, guards and fastenings shall be kept intact and effective in maintaining firm support. Where fastenings have become too tight or too short, new and larger fastenings shall be furnished and installed by the Contractor to prevent strangulation or irregular growth of

the tree. Stakes, wrappings, guards, and fastenings shall be removed during the last month of Plant Establishment.

Cleanup shall be made immediately after and as part of the work done in the area. The cleanup shall include the entire area under this contract. The contract area shall be cleaned of litter and debris at least once each month. Such cleanup shall include the pickup and removal from the contract area of all clippings, trimmings, leaves, litter, and debris originating from any source whatsoever. Planting areas shall be neatly dressed and finished; walks and paved area shall be hosed off with water as necessary and otherwise kept clean and free from dirt, bark, and litter.

Contractor is responsible for routine inspection during the Planting and Irrigation Maintenance period. In addition, the City will periodically inspect the planting and irrigation and notify the Contractor of any unsatisfactory conditions, which shall be corrected by the Contractor within a seven (7) day period immediately following notification. Corrective work shall include the removal and disposal of all unsatisfactory plant material. If plant replacement is required, the Contractor shall, within the 7-day period, submit a plan and schedule for the plant replacement to occur immediately at the beginning of the planting period between October 1<sup>st</sup> and March 1<sup>st</sup>. Failure to comply with corrective steps outlined by the Engineer shall constitute justification for the City to take corrective steps. All costs incurred by the City in correcting unsatisfactory conditions shall be paid by the Contractor. All plants which, at any point during the plant establishment period, do not show healthy and vigorous growth shall be removed and replaced.

#### **8-02.3(17) Trail Shoulder Restoration**

*(Special Provision)*

*New Section*

Trail shoulder restoration shall consist of removal of subgrade in areas to the depth as indicated on the plans, and backfill with permeable ballast, topsoil and hand seed with seeded lawn mix and mulch, as detailed on plans and per Standard Specification Section 8-02.3(9) Seeding, Fertilizing, and Mulching. Ballast and topsoil mix shall be tamped prior to seeding, with a hand help plate compactor, minimum of two complete passes.

The Contractor shall take care to protect existing asphalt trail edge, any trail pavement damage sustained during trail shoulder restoration shall be repaired at the Contractors expense.

#### **8-02.4 Measurement**

*(Special Provision)*

*Supplement*

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

Compost and mulch will be measured by the cubic yard in the haul conveyance at the point of delivery.

Seeded lawn will be measured by the square yard along the ground slope line of actual lawn established and accepted by the Engineer.

No specific unit of measurement shall be applied to the lump sum Bid Item for planting and irrigation maintenance.

Trail Shoulder Restoration shall be measured by the linear foot along the ground slope line of installed and accepted restoration area.

**8-02.5 Payment***(Special Provision)**Supplement*

“Bark or Wood Chip Mulch”, per cubic yard.

“Fine Compost”, per cubic yard.

“Seeded Lawn Installation”, per square yard.

“Trail Shoulder Restoration”, per linear foot.

“Tree Installation”, per each.

“Plant Installation, 2 Gal. Cont.”, per each.

“Plant Installation, 1 Gal. Cont.”, per each.

“Planting and Irrigation Maintenance – 1 Year”, per lump sum.

The unit contract prices for “Tree Installation”, “Plant Installation, 2 Gal. Cont.” and Plant Installation, 1 Gal. Cont.”, per each, shall be full compensation for all materials, labor, tools, equipment, and supplies necessary to fine grade, plant, cultivate and cleanup for the particular items called for in the plans. Tree staking/bracing and fertilizer shall be incidental to the above bid items and all costs shall be included in the unit contract prices. Pickup or delivery of trees and plant materials shall be at the Contractor’s expense.

The unit contract price for “Trail Shoulder Restoration”, per linear foot, shall be full compensation for all materials, labor, tools, equipment, and supplies necessary to remove and dispose of subgrade, install permeable ballast mix as detailed, seed and mulch, and cleanup in areas shown on the plans

The lump sum price for “Planting and Irrigation Maintenance – 1 Year” shall be full compensation for Plant Establishment after final project acceptance as specified herein. All costs associated with the maintenance of the landscaping, including weeding, mowing, pruning and caring for planted areas, during the first-year plant establishment shall be considered incidental to and included in the lump sum contract price.

It is the City’s intent that the “Planting and Irrigation Maintenance – 1 Year” lump sum amount will be paid out with the final invoice following the City approving the first-year plant establishment plan. Contractor shall be required to execute a Landscaping Maintenance Assignment of Funds, prior to the release of the final progress payment, which will remain in effect through the duration of the (1) one year Planting and Irrigation Maintenance period after final project acceptance.

**8-03 IRRIGATION SYSTEM****8-03.1 Description***(Special Provision)**Supplement*

The work shall consist of installing a fully functioning and complete landscape irrigation system as shown on the plans. The proposed irrigation is an extension from the existing park and trail

system, mainline extension from the approximate location as shown. Existing valve wiring shall be utilized for new valve and zone system per plan.

Contractor shall locate existing valves and mainline with COMI Parks Department, prior to starting any work in the area to be irrigated.

**8-03.2 Materials**

*(Special Provision)*

*Supplement*

Refer to Section 9-15 Irrigation System of these Specifications.

**8-03.3 Construction Requirements**

**8-03.3(4) Irrigation Water Service**

*(Special Provision)*

*Supplement*

*This section is supplemented with the following:*

Irrigation mainline connection shall be as shown on the Plans.

**8-03.3(5) Irrigation Electrical Service**

*(Special Provision)*

*Supplement*

Irrigation Electrical Service shall be as shown on the Plans. Extend existing wiring from existing valve as located on plans, remove existing valve and box and replace with new valve and box per plans.

**8-03.3(7)A Irrigation Piping**

*(Special Provision)*

*Supplement*

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.

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.

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(7)A Irrigation Sleeves**

*(Special Provision)*

*Supplement*

All irrigation sleeves shall be Schedule 40 and located as shown on the Plans, under paved areas as required. All control wire to be placed in the sleeve, when not directly buried and taped to irrigation piping in planter areas.

### **8-03.3(10)B Flushing and Testing**

*(Special Provision)*

*Supplement*

The Contractor shall advise the Engineer at least 48 hours before pressure tests are to be conducted and shall have the approval of the Engineer before backfilling.

Before backfilling, new extension of main line and automatic valves shall be flushed twice, once prior to placement of valves and the second after placement of the valves. Contractor shall install manual shut off gate valve prior to proposed valves in order to isolate extension of system, as indicated on the plans.

### **8-03.3(14) System Operation**

*(Special Provision)*

*Supplement*

Before the sprinkler system will be accepted, the Contractor, in the presence of the Engineer, shall perform a water coverage test to determine if the water coverage and operation of the system is complete and satisfactory. If any part of the system is inadequate it shall be repaired or replaced at the Contractor's expense and the test repeated until accepted.

The entire sprinkler system shall be guaranteed by the Contractor to give complete and satisfactory service for a period of one year from the date of final acceptance of the work by the City of Mercer Island

Should any malfunction develop within the one-year period, which in the opinion of Engineer, is due to faulty material or workmanship, the trouble shall be corrected, without delay, to the satisfaction of the Engineer at the Contractor's expense.

All backfilled trenches shall be repaired by the Contractor at his expense, including restoration of plant materials.

### **8-03.5 Payment**

*(Special Provision)*

*Supplement*

Payment shall be made for the following bid item:

“Irrigation System Complete”, lump sum

All costs associated with testing, inspection, and obtaining final approval; and for furnishing and installing valve boxes where indicated and as detailed in the Plans shall be considered incidental to the lump sum contract price for “Irrigation System Complete”.

The lump sum price for "Irrigation System Complete" shall be full compensation for furnishing all labor, materials, tools, and equipment necessary or incidental to the construction of the complete and operable sprinkler irrigation system as shown in the Plans or as directed by the Engineer.

## 8-14 CEMENT CONCRETE SIDEWALKS

### 8-14.1 Description

*(Special Provision)*

*Supplement*

This work shall consist of the construction and installation of cement concrete trail with sawcut scoring, and concrete surface treatments, including fine broom finishes, and textured cement concrete finish.

Cement Concrete Trail shall consist of cement concrete node area and connecting pathway with various cement concrete surface treatments and broom finish as detailed on the plans and per these special provisions.

### 8-14.2 Materials

*(Special Provision)*

*Supplement*

Commercial concrete for cement concrete trail will not be allowed.

Concrete areas with a textured cement concrete finish, in cement concrete node area locations, as shown on the Plans, shall be achieved using surface retardant and shall be Optimus Surface Retarders from Architectural Concrete Chemicals (ACC), Phone: 301-336-9300, Deep (50), or approved equal.

Curing compound and sealer for all cement concrete treatment surface areas shall be water based, non-flammable, low gloss, non-yellowing, non-clouding and wear resistant. Compound and sealer shall protect against water damage, oil and common stains, formulated for exterior use.

Lead time welded wire mesh shall be approximately 5-6 weeks.

### 8-14.3 Construction Requirements

*(Special Provision)*

*Supplement*

Cement Concrete Trail shall receive light broom finish, or light broom finish with textured cement concrete finish, as shown on the Plans.

Sawcut joints shall cut in straight clean lines where cuts shall have minimal ravel spots, chips or rock flip-ups. Sawcut joints shall have no more than one (1) raveled chip greater than 1/4" length/width in 1 linear ft of score.

Contractor shall take into account age of concrete, saw cutting equipment and blades in order to ensure score and control joints meet the required level of craftsmanship referenced herein. Sawcutting for score and control joints shall be accomplished while concrete is still green.

There shall be no materials left behind after full completion of expansion joint installation with void as detailed in the Plans.

Qualified and competent workman shall have a minimum five (5) years of work experience for same paving type installation, and placement of surface finishes for concrete.

Submittal



Contractor shall submit surface retardant manufacturer information and technical specifications for Engineer's approval.

Mock-Up Samples

Prior to start of cement concrete trail work, the Contractor shall provide (2) two - four foot by four foot mock-up samples of the Cement Concrete Trail. Each mock-up sample shall be divided in half, one sample with sawcut score joint line and one sample with control joint line. One-half the mock-up shall have a section including light broom finish and one half section with light broom finish with textured cement concrete finish. Engineer shall approve mock-up sample prior to start of work. The final approved sample shall be the standard for the balance of the rest of the work installed and shall be protected from damage until final acceptance and approval. Mockups provided for approval by Engineer shall be incidental to and included in the unit bid price for "Cement Conc. Trail" and "Cement Conc. Surface Treatment" per these Special Provisions.

No additional concrete shall be placed prior to the test panel being approved by the Engineer.

Contractor shall provide layout plan of scoring, construction, contraction, and/or expansion joints at cement concrete nodes for Cement Concrete Trail for Engineer's approval in the field prior to installation.

No concrete for sidewalk shall be poured against dry forms or dry subgrade.

**8-14.3(7) Cement Concrete Curb Ramps and Landings**

*(Special Provision)*

*New Section*

All cement concrete trail surface shall maintain a less than 2% cross slope.

**8-14.4 Measurement**

*(Special Provision)*

*Supplement*

"Cement Conc. Trail" shall be measured by the square yard of installed and accepted cement concrete pavement, regardless of thickness, including welded wire fabric, sawcut score joint, expansion joints and light broom finish.

"Textured Cement Concrete Finish" shall be measured by the square yard of installed and accepted textured cement concrete finish areas.

**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. Trail", Per Square Yard

"Textured Cement Concrete Finish", Per Square Yard

The contract bid prices above, including all incidental work, shall be full compensation for all labor, materials, tools, and equipment necessary to complete the Work as defined in the Plans, the Standard Specifications, and these Special Provisions.

---

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

**8-20.1 Description**

*(Special Provision)*

*Supplement*

The work associated with the “Installation of Luminaire Pole” consists of furnishing and installation of foundation, luminaire pole, luminaire, junction box, trenching, conduit, conductors, inspections, testing and other incidental materials as may be required to complete construction of the systems and comply with the Plans and these Specifications.

The work shall consist of, but not necessarily be limited to:

- Adding a new illumination pole and luminaire to improve existing lighting along I-90 Trail.

Unless otherwise noted, the location of poles junction boxes and appurtenances shown in the Plans are approximate. The locations will be verified by the Engineer in the field.

**8-20.1(1) Regulations and Codes**

*(Special Provision)*

*Supplement*

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the Work, the protection of adjacent property, and the maintenance of all other facilities. The Contractor will be required to comply with all the provisions and shall save and hold the Contracting Agency harmless from any damage that may be incurred as a result of the Contractor’s failure to comply with all the terms of these permits.

All materials and methods required under this section, unless otherwise superseded herein, shall conform to the 2024 edition of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction and Amendments (herein referred to as Standard Specifications), to all current amendments to the Standard Specifications, to the latest edition of the State of Washington Standard Plans for Road, Bridge, and Municipal Construction (herein referred to as the Standard Plans), to the State of Washington Sign Fabrication Manual, to the latest edition of the National Electrical Code (NEC), and to the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State of Washington.

**8-20.1(3) Permitting and Inspection**

*(Special Provision)*

*Supplement*

The Contractor shall be responsible for coordinating, obtaining, and paying for all electrical inspection and testing necessary to complete this work in a timely fashion.

The Electrical Inspector shall inspect and approve the electrical portions of the project. The Contractor shall notify the Electrical Inspector at least 24 hours in advance of required field inspection. All costs associated with electrical inspection shall be included in the applicable bid items for the work involved. Before work begins, the Contractor shall contact City of Mercer Island Electrical Inspectors to coordinate a schedule of electrical inspection (call the request line at 206-275-7605). This project shall be accomplished in compliance with WAC 296-46B-010 Traffic Management Systems. This project shall conform to the current adopted version of the NEC.

**Coordination with Associated Representatives**

The Contractor shall contact following representatives for coordination with the below listed agencies:

For luminaire and final testing:

City Maintenance Representative: Brian Hartvigson (206) 275-7809

**8-20.1(4) Errors and Omissions**

*(Special Provisions)*

*New Section*

The Contractor shall immediately notify the Engineer upon discovery of any errors or omissions in the Contract Documents, in the layout as given by survey points and instructions, or of any discrepancy between the Contract Documents and the physical conditions of the locality. If deemed necessary, the Engineer shall rectify the matter and advise the Contractor accordingly. Any work done after such discovery without authorization by the Engineer will be done at the Contractor's risk.

**8-20.2 Materials**

*(Special Provisions)*

*Supplement*

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

All materials shall be handled in loading, unloading and erecting in such a manner that they will not be damaged. Any parts that are damaged due to the Contractor's operations shall be repaired or replaced at the Contractor's expense. All repairs shall be to the approval of the Engineer.

The Contractor shall provide all manufacturer warranty documents to the City of Mercer Island.

When submitting material lists for approval, the Contractor shall identify all revisions or changes to manufacturer names, component names, and model numbers listed in these Special Provisions. The Contractor shall also include a brief justification for the revision or change.

**8-20.2(1) Equipment List and Drawings**

*(Special Provisions)*

*Supplement*

Manufacturer's technical information shall be submitted for all poles, luminaires, junction boxes, conduit, wiring, and all other items to be furnished by the Contractor on the Project.

The Engineer shall have 14 calendar days to review information for each submittal that is made.

**Manufacturer's data for all materials proposed for use in the Contract which require approval, shall be submitted in one complete package.**

For each proposed material that is required to be submitted for approval using either the QPL or RAM process, the Contractor will be allowed to submit for approval three materials per material type at no cost. Additional materials may be submitted for approval and will be processed at a cost of \$100.00 per material submitted by QPL submittal and \$300.00 per

material submitted by RAM. All costs for the processing of additional materials will be deducted from monies due or that may come due to the Contractor. Subject to a request by the Contractor and a determination by the Engineer, the costs for processing may be waived.

Any deficiencies will require additional time for approval based on the degree of the deficiency and the additional review time required. If the shop drawings are returned to the Contractor to correct deficiencies, an additional 10 calendar days may be required for the approval process.

All approvals by the Engineer must be received by the Contractor before material will be allowed on the job site.

Approval of shop drawings does not constitute final acceptance or guarantee of the material, but is solely to assist the Contractor in providing the specified materials.

### **8-20.3 Construction Requirements**

#### **8-20.3(1) General**

*(Special Provisions)*

*Supplement*

The Contractor shall follow specific requirements for electrical related work to be performed in the right-of-way as outlined in each applicable section of these Specifications.

All adjacent surfaces damaged by the Contractor's operations shall be repaired at the Contractor's expense.

All equipment shall be handled and protected so as to prevent damage. Damaged equipment, if any, shall be repaired or replaced by the Contractor to the satisfaction of the Engineer at no additional cost to the Owner.

No new foundations shall be constructed as part of this Contract that are in conflict with any existing utilities, or the code required thereby. It shall be the Contractor's responsibility to locate all utilities whether above, on, or below the ground, and to protect against any and all damages arising from work under this project. At least 48 hours before digging, the Contractor shall call the Utilities Underground Locator Center (telephone 1-800-424-5555). Contractor must maintain locates during the duration of the project once they have been identified.

Underground utilities of record will be shown on the Plans insofar as information is available. These, however, are shown for convenience only and the City assumes no responsibility for improper locations or failure to show utility locations on the construction plans.

The Contractor shall be responsible, if any conflicts with existing underground utilities are expected, for potholing to confirm underground utility locations prior to excavating for pole foundations. Any conflicts shall be brought to the attention of the Engineer for resolution.

The Contractor shall be entirely responsible for coordination with WSDOT Representative and the utility companies and arranging for the movement or adjustment, either temporary or permanent, of their facilities within the project limits.

If a conflict is identified, the Contractor shall contact the Engineer. The Contractor and City shall determine alternative locations for poles, vaults or junction boxes. The Contractor shall

get approval from the Engineer prior to installation. The Contractor may consider changing depth or alignment of conduit to avoid utility conflicts.

Before beginning any excavation work for foundations, junction boxes or conduit runs, the Contractor shall confirm that the location proposed on the Contract Plans does not conflict with utility location markings placed on the surface by the various utility companies. If a conflict is identified, the following process shall be used to resolve the conflict:

1. Contact the Engineer and determine if there is an alternative location for the foundation, junction box or conduit trench.
2. If an adequate alternate location is not obvious for the underground work, select a location that may be acceptable and pothole to determine the exact location of other utilities. Potholing must be approved by the Engineer.
3. If an adequate alternate alignment still cannot be identified following potholing operations, the pothole area should be restored and work in the area should stop until a new design can be developed.

The Contractor shall not attempt to adjust the location of an existing utility unless specifically agreed to by the utility owner and approved by the Engineer. Work associated with resolution of utility conflicts shall be paid per Section 8-33 of these Special Provisions.

The Contractor is advised that safe wiring labels required by the State of Washington Department of Labor and Industries shall apply on this project.

### **8-20.3(2) Excavating and Backfilling**

*(Special Provisions)*

*Supplement*

Backfill for all trenches may consist of select native backfill from the excavation providing that such material is free of organic material, clay, or other deleterious material. If sufficient material from the excavation is not available, as determined by the Engineer, the Contractor shall furnish and install bank run gravel for trench backfill meeting the requirements of Section 9-03.19 of the Standard Specifications.

The Contractor warrants and represents awareness of the statutory provisions contained in RCW 19.122.010 through .900 that the Contractor has read and fully understands the same, and will comply with the requirements of these provisions which are incorporated by reference herein. The Contractor agrees that all trenching as well as excavating for all pole foundations shall be an "excavation" as defined under RCW Chapter 19.122 and that such utilities constitute underground facilities. The parties agree that remedies affected under RCW Chapter 19.122 are also incorporated by reference herein. Any cost to the Contractor as a result of this law shall be at the Contractor's expense.

### **8-20.3(2)A Trench and Backfill**

*(Special Provisions)*

*New Section*

The Contractor shall provide trenching as specified herein, regardless of the material encountered, as necessary for complete and proper installation of electrical conduit. Trenching shall conform to the following:

#### **A. Uniform Construction**

Trenching for conduit runs shall be done in a neat manner, and the trench bottom shall be graded to provide a uniform grade, with a width and depth as specified herein. All trenches for placement of conduit shall be straight and as narrow in width as practical to provide a minimum of pavement disturbance.

**B. Trench Inspection**

No work shall be covered until it has been examined by the Engineer. Earth which fills around and over the conduit shall be free of rocks greater than 2 inches up to a depth of 6 inches. When trenching is being accomplished within the sidewalk area, the backfill can be made with acceptable materials from the excavation and shall be considered a necessary part of, and incidental to, the excavation in accordance with the Standard Specifications. Hauling and disposal of un-used excavation material shall be incidental to the cost of trenching or excavating. The compaction requirements for the roadway backfill shall apply.

**C. Saw Cut for Trench**

Trenches in all paved areas shall be saw cut. The saw cuts shall be made to the full pavement depth shall be parallel. Thoroughly clean saw cuts where necessary by the use of high pressure water (1,400 psi or greater). All wastewater shall be collected and disposed of in accordance with Section 1-07.15 of these Special Provisions. Impervious surfaces contaminated from cutting operations shall be cleaned in accordance with Section 1-07.15 of these Special Provisions.

**D. Pavement Removal**

Pavement shall be removed in a manner approved by the Engineer. The Contractor shall take care in removing existing paving not to damage the pavement outside of the saw cut lines.

**E. Trench Depth**

Trench depth shall be in accordance with Section 8-20.3(5)D of the Standard Specifications, unless agreed to otherwise by the Engineer.

**F. Trench Width**

Trench width shall be in accordance with Section 8-20.3(5)E1 of the Standard Specifications, unless agreed to otherwise by the Engineer.

**G. Trenching in Landscaped Areas**

Trenches shall be placed to have minimum impact on existing landscaping and irrigation systems. Any damage due to the Contractor's operation shall be repaired or replaced by the Contractor at his own expense and to the satisfaction of the Engineer.

**H. Trenching Through Concrete Sidewalk Areas**

Trenching in these areas shall require removal and replacement of the concrete to the limits of the existing sidewalk joints. The costs for removal and replacement shall be incidental to Cement Concrete Sidewalk, special provisions section 8-14.

**I. Trenching Through Asphalt Areas**

Trenching in these areas shall require removal and replacement of the asphalt to the width of the trench. The costs for removal and replacement shall be incidental to Commercial HMA, special provisions section 5-04.

**8-20.3(4) Foundations***(Special Provision)**Supplement*

The Contractor shall provide all materials for and construct the foundations for luminaire poles to the dimensions specified in the Contract Plans.

Foundations for luminaire poles shall be excavated by the means of a vactor truck.

Location of all concrete foundations shall be potholed and approved by the City Engineer prior to excavation. Notify the Engineer if there is any conflict with underground WSDOT lid structure.

Concrete foundations shall be placed against undisturbed earth if possible. CDF shall be used to backfill around pole foundations that are not placed against undisturbed earth. Before placing the concrete, the Contractor shall block out around any other underground utilities that lie in the excavated base so that the concrete will not adhere to the utility line. The Contractor shall secure the anchor bolts required for the item to be mounted on the foundation. Concrete foundations shall be troweled, brushed, edged, and finished in a workmanship-like manner. Concrete shall be promptly cleaned from the exposed portion of the anchor bolts and conduit after placement. Concrete and steel rebar shall be furnished and placed as shown in the Contract Plans.

All excess materials shall be removed from the construction site and disposed of at the Contractor's expense.

After a curing period of 7 days, the Contractor may install the luminaire poles on the new foundations.

**8-20.3(5) Conduit****8-20.3(5)A General***(Special Provision)**Supplement*

The conduit runs shown on the Plans are schematic; exact alignment shall be approved by the Engineer prior to excavation. All conduits shall be installed within the City or WSDOT right-of-way. Runs may be revised, as directed by the Engineer, to allow for unforeseen conflicts or easements.

All covered underground conduit shall be capped during construction using manufactured seals to prevent entrance of water and debris. Prior to pulling wire, all conduits shall be cleaned with an approved sized mandrel and blown out with compressed air.

When conduit is to be placed under pavement it shall be placed prior to the placement of a sub-base, base, surfacing, and pavement.

Spare conduit shall contain detectable pull tape and shall be labeled City of Mercer Island.

Where sidewalk panels need to be removed for the installation of conduit or junction boxes, the Contractor is responsible for restoring the area near the back of sidewalk as needed to repair damage from sidewalk panel formwork.

Where intercepting and splicing to an existing conduit is called out on the Plans, the Contractor shall verify the conduit size and schedule before ordering the new conduit sections. The size provided on the Plans is an estimation.

The Electrical Inspector shall be notified 48 hours prior to commencing boring operations and shall be present during the boring operations.

**8-20.3(5)A3 Damaged or Blocked Conduits***(Special Provision)**New Section*

Damaged or blocked conduits and stubouts shall be repaired by the Contractor. The Contractor shall attempt to remove debris in the conduit by blowing in air. The Contractor shall be careful not to blow air towards the service or controller cabinet. If the blockage doesn't break free, the Contractor shall identify the potential blocked/damaged location using a fish tape. Once the blockage location is identified, the Contractor shall attempt to remove the existing cabling (if any) from the conduit. If the cabling is removed, the Contractor shall attempt to pass a fish tape through the conduit again. If the fish tape passes through the conduit past the identified blockage point easily, the Contractor shall attempt to reinstall all existing cabling along with the new cabling called out in the Contract Plans.

If the existing cabling cannot be removed, or reinstalled after removal, the Contractor shall excavate down to the conduit blockage point and repair the conduit break. The Contractor shall obtain approval from the Engineer prior to removing existing cabling or beginning excavation. All cabling shall be removed from the conduit prior to repairing the broken conduit. Once the conduit is repaired, the Contractor shall restore the disturbed area. The removal of cable, excavation, conduit repair, and surface restoration will be paid for by change order or Minor Change as determined by the Engineer. The cost for other work needed to identify and remedy blocked conduits as described in this Section shall be incidental.

**8-20.3(6) Junction Boxes, Cable Vaults, and Pull boxes***(Special Provision)**Supplement*

The Contractor shall supply all junction boxes. Junction boxes shall conform to the requirements of the following:

Junction box Type 1 and Type 2: Standard Plan J-40.10-04

The locations of the junction boxes as shown on the Plans are approximate and the exact locations shall be determined in the field by the Engineer. The new junction boxes shall not interfere with any other previous or relocated installation. Junction boxes shall be located outside the traveled way, wheelchair ramps and landings, construction joints and driveways.

If the junction boxes are placed in the pedestrian pathway, they shall have slip resistant lids and shall not be placed closer than 12 inches from the edge of any sidewalk or sidewalk joint. Pre-molded joint filler for expansion joints shall be placed around junction boxes installed in sidewalks. All junction box lids shall be set flush with the finished grade.

Prior to the use of any existing junction box, the Contractor shall verify that sufficient bending radius, as defined by the Code, is available both approaching and within the box for the cable being installed. If such is not the case, the Contractor shall notify the Engineer, who shall be the sole judge of whether new conduit bends or a new junction box shall be installed.

When using an existing junction box, the Contractor shall modify the junction box such that it will be bonded to the grounding system. All junction box lids shall be grounded in a manner that will allow removal of the lid without breaking the ground.

Existing junction boxes shall either be replaced or raised to match the new elevation of the sidewalk or shoulder. Wiring shall be replaced if sufficient slack as specified in Section 8-20.3(8) is not maintained. The six-inch gravel pad required in Standard Plans J-40.10 shall be maintained. When existing junction boxes do not have this gravel pad, it shall be installed as part of the adjustment to finished grade.



When junction boxes are installed or adjusted prior to construction of finished grade, pre-molded joint filler for expansion joints may be placed around the junction boxes. The joint filler shall be removed prior to adjustment to finished grade.

The Contractor shall not damage any existing conduits when replacing or excavating existing junction boxes. The Contractor is to maintain the integrity of all junction boxes during reconfiguration of the conduits, installation of new conduits or when excavating.

Wiring shall not be pulled into any conduit until all associated junction boxes have been adjusted to or installed in their final grade and location, unless installation is necessary to maintain system operation. If wire is installed for this reason, sufficient slack shall be left to allow for final adjustment.

### **8-20.3(8) Wiring**

*(Special Provision)*

*Supplement*

All wire splices shall be made in the presence of the Engineer.

For installing new cables in existing occupied or empty conduit, the Contractor shall be responsible for the following steps: 1) Install a new pull rope using a rod/fish tape in the conduit for pulling in the new cabling if a pull rope does not already exist. 2) If the Contractor cannot get the rod/fish tape to pass through the conduit, the Contractor shall blow air through the conduit to remove any debris blocking the rod/fish tape path. The Contractor shall be careful not to blow air into controller or service cabinets. 3) If the rod/fish tape still does not pass through the conduit after blowing air, the Contractor shall disconnect a single existing wire as agreed to by the Engineer (if the conduit is occupied) and use that wire to pull the new wiring plus a new cable to replace the existing cable that is being used for pulling. 4) If no existing wire can be used to pull in the new wire, the Contractor shall try another conduit run if one exists, or pull out all existing wiring from the conduit and use to pull in the new wiring plus all new cabling to replace existing cabling. Rodding, fish taping, blowing air, and disconnecting/ reconnecting cable shall be the Contractor's cost responsibility. In an event that none of these steps led to successful wire installation, the Contractor shall install new conduit as directed by the Engineer.

When removing existing cabling, if the cable won't initially move, the Contractor shall attempt to blow air through the conduit to loosen debris around the cable. Blowing air into the conduit is considered incidental to the cable removal. If the cable will not move after blowing air into the conduit, the Contractor shall contact the Engineer.

### **8-20.3(9) Bonding, Grounding**

*(Special Provision)*

*Supplement*

Supplemental grounding shall be provided for luminaire poles. Foundations for these poles shall be installed with a bare 4 AWG copper wire, which is connected to the reinforcing cage with an approved acorn clamp or exothermic weld and routed to connect to the pole at the grounding lug.

Contractor shall provide and install bonding and grounding wires as described in Standard Specifications and the National Electric Code for any new metallic junction boxes and any modified existing junction boxes. For the purposes of this section, a box shall be considered "modified" if new current-carrying conductors are installed or modified, including low-voltage conductors.

At points where shields of shielded conductors are grounded, the shields shall be neatly wired and terminated on suitable grounding lugs.

Junction box lids and frames shall be grounded in accordance with Department of Labor and Industries standards, and shall be grounded so that the ground will not break when the lid is removed and laid on the ground next to the junction box.

Location wires shall not be connected to the equipment-grounding system.

#### **8-20.3(10) Service, Transformer and ITS Cabinets**

*(Special Provision)*

*Supplement*

New luminaire shall be connected to existing electrical system as shown on the Plans. Verify circuit power source prior to trenching for conduit.

#### **8-20.3(11) Testing**

*(Special Provision)*

*Supplement*

All work shall be completed in a manner that provides the Inspector and Engineer with full knowledge of the construction. The work shall proceed in accordance with the approved construction schedule previously supplied to and approved by the Engineer. The Inspector and Engineer may, at their option, require work completed without their knowledge or inspection to be dismantled so that it can be inspected to their satisfaction.

#### **8-20.3(13) Illumination Systems**

##### **8-20.3(13)A Light Standards**

*(Special Provision)*

*Supplement*

Construction and type of Light Standards shall be per the Plans and Section 9-29.6 of these Special Provisions. New light standards shall be numbered for identification as directed by the Engineer.

##### **8-20.3(13)C Luminaires**

*(Special Provision)*

*Supplement*

Installation and luminaire type shall be per the Plans and Section 9-29.10(2) of these Special Provisions. LED luminaires shall be labeled per the latest ANSI standards as directed by the Engineer.

##### **8-20.3(17) "As-Built" Plans**

*(Special Provision)*

*Supplement*

Upon completion of the construction, the Contractor shall furnish "as-built" plans showing all pole locations, junction boxes, miscellaneous equipment, conduit, conductors and with a special symbol identifying those items that have been changed from the original Contract Drawings. All items shall be located within 1-foot horizontal distance and 6 inches vertical distance above, below, or at the surface.

#### **8-20.4 Measurement**

*(Special Provision)*

*Revised*

When bid items are shown as lump sums in Section 8-20.5, no specific unit of measurement will apply, but measurement will be for the sum total of all items for a complete system to be furnished and installed.

Saw cutting required shall be incidental to lump sum items and no separate measurement will be made.

Conduit bedding and crushed surfacing top course (CSTC) required for trench backfill shall be incidental to the lump sum items and no separate measurement will be made.

Temporary surface restoration items required for resuming pedestrian and vehicular traffic prior to final surfacing, including steel sheeting, crushed rock, and cold mix asphalt, shall be incidental to the lump sum items and no separate measurement will be made.

The cost of conduit trenching, backfilling, compaction, and landscape restoration outside of paved areas and trenching and backfill for the pipe zone within paved areas shall be included in the above listed bid items lump sums.

**8-20.5 Payment**

*(Special Provision)*

*Revised*

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

“Trail Illumination System, Complete, Per Lump Sum

The lump sum contract price for above listed bid items shall be measured for the total of all labor, materials, tools and equipment necessary or incidental to the installation of complete permanent systems. All items and labor necessary to supply, install and test the systems, including luminaires, poles, foundations, potholing, junction boxes, excavation, trenching, backfill and compaction, conduit, wiring, restoring facilities destroyed or damaged during construction, connecting system to circuit and existing breaker, coordination with local agencies and utility companies, as-built plans and all other components necessary to make complete systems shall be included within the lump sum price.

Bidders are cautioned to include in the lump sum bid item for “Trail Illumination System, Complete”, all costs related to protection of items to remain, removal and disposal costs and costs associated with obtaining electrical inspection and system testing as required.

**8-21 PERMANENT SIGNING**

**8-21.1 Description**

*(Special Provision)*

*Supplement*

Permanent Signing shall include all work to reset, relocate, remove, and install new sign panels (warning and wayfinding), poles and sign foundations within the project limits as identified in the Plans.

**8-21.2 Materials**

*(Special Provision)*

*Supplement*

Materials shall meet the requirements of the following sections unless noted:

- Concrete 6-02
- Reinforcing Steel 9-07
- Aluminum Structures 9-28.14(3)

Wayfinding signage shall consist of sign Type B-1, B-2, B-3, B-4, C, D-1, D-2, D-3, E, F, and G shall consist of metal sign plates with vinyl adhesive graphic film mounted on posts.

Lettering, symbols, arrows, mileage and border graphics shall be white, non-reflective, in an opaque, white 2-mil cast vinyl adhesive graphic film with matte finish, clear, removable, pressure-sensitive adhesive (solvent acrylic) for exterior signage application and have a life performance of (7) years durability, UV resistant, chemical and moisture resistant.

Sign Type B-1, B-2, B-3, B-4, C, D-1, D-2, D-3, E, F, and G shall have 2-mil cast vinyl adhesive graphic film with matte finish, clear, removable, pressure-sensitive adhesive (solvent acrylic) for exterior signage application and have a life performance of (7) years durability, UV resistant, chemical and moisture resistant, applicable for color printing application.

Aluminum sheet shall conform to ASTM B209M – 07 Standard Specification for Aluminum and Aluminum Alloy Sheet and Plate.

Custom colored digitally printed areas shall have coefficient of retroreflection varying between that of the base sheeting as given in Table B, and zero (opaque) depending on the hue and saturation (or chromaticity and lightness) of the custom color.

Conformance to standard chromaticity and luminance factor requirements shall be in accordance with ASTM E1164.

Conformance to coefficient of retroreflection requirements shall be in accordance with ASTM E810 “Test Method for Coefficient of Retroreflection of Retroreflective Sheeting”.

Minimum percentage of retroreflection retained after 8 years shall be minimum of 70%.

Adhesive and film properties shall be applied to test panels and conditioned in accordance with ASTM D4956 and test methods and conditions shall conform to ASTM D4956.

The following properties shall conform to the requirements in ASTM D4956:

1. Adhesion
2. Outdoor weathering - retained coefficient of retroreflection- colorfastness
3. Shrinkage
2. Flexibility
3. Liner removal
4. Impact resistance

Gloss test method shall be in accordance with ASTM D523. Rating shall not be less than 50.

Optical stability of the sheeting shall retain a minimum of 85% and a maximum of 115% of the original coefficient of retroreflection.

Nylon washers shall be used when twist style fasteners are used to mount the sign.

Sign shall use MUTCD Green Color (Pantone 342C).

**8-21.3 Construction Requirements**

*(Special Provision)*

*Supplement*

Sign Code Numbers indicated on the Plans are in reference to the Washington State Department of Transportation Sign Fabrication Manual and the Manual on Uniform Traffic Control Devices (MUTCD).

Surface of metal sign plate shall be prepared by sheeting manufacturer's recommendations.

Vinyl adhesive graphic film shall be positioned at zero degree application angle at +4°C minimum (air and substrate) per manufacturer's recommendation.

All signs that are installed within hard surface areas shall have their base core drilled.

Locations of signs shall be painted in the field by the Contractor and confirmed by the Engineer prior to installation.

All welding shall be in accordance with AISC and AWS D1.1 Code standards and shall be performed by WABO-certified welders. Welds shall meet Section 6-03.3(25) of the Standard Specifications.

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

Upon completion of the project, the Contractor shall reset all signs, which have been disturbed or removed during the construction, in their permanent location to the satisfaction of the City. Existing concrete at the base of the sign post shall be removed prior to installation in new concrete.

Relocated signs shall be installed on new posts per the standard detail, unless otherwise directed by the engineer.

All warning signs shall be mounted on metal posts, per WSDOT Standard Details, Standard Plan G-24.50-05, see Appendix A. All other posts shall be as indicated and detailed on plans.. Relocated signs shall be installed on new posts.

Locations are subject to adjustment by the Engineer.

Posts shall have 3' minimum embedment into finished grade.

**8-21.4 Measurement**

*(Special Provision)*

*Supplement*

There shall be no unit of measurement for the lump sum bid item "Permanent Signing".

**8-21.5 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:

"Permanent Signing", Lump Sum

The lump sum contract price for above listed bid items shall be measured for the total of all sign parts/materials, foundations, labor, materials, tools and equipment necessary or incidental to the completed and accepted warning and wayfinding signage installation in accordance with the Plans and as directed by the Engineer.

---

## 8-22 PAVEMENT MARKING

### 8-22.1 Description

*(Special Provision)*

*Supplement*

Pavement markings in conflict with the proposed improvements shall be removed.

### 8-22.2 Materials

*(Special Provision)*

*Supplement*

All channelization work to be performed under this contract shall be done in conformance with the "Manual on Uniform Traffic Control Devices" as is currently adopted by the Washington State Department of Transportation or as modified by the Plans and these Special Provisions.

This work shall consist of furnishing and installing pavement markings upon the trail pavement surface at locations shown in the Plans or as directed by the Engineer. Prior to installing pavement markings the Contractor shall pre-mark the layout of all channelization and receive approval from the Engineer. See Section 8-22.3(1) Preliminary Spotting herein.

Materials for pavement markings shall be white paint, plastic, or retroreflective film as noted on the Plans and herein. Paint and sprayed or extruded plastic materials shall be applied with a top dressing of glass beads.

### 8-22.3 Construction Requirements

*(Special Provision)*

*Supplement*

Contractor shall coordinate with the Engineer to field mark the channelization to be removed. Part of this effort will include the Contractor field locating the proposed channelization to verify final location of proposed channelization. Contractor shall be responsible for coordinating this effort with the Engineer. Engineer shall approve the channelization removal extents before the Contractor conducts actual removal.

### 8-22.5 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:

"White Painted Traffic Letter/Symbol", Per Each

"White Plastic 12-Inch-Wide Line", per Linear Foot

## 8-27 DRINKING FOUNTAIN (NEW SECTION)

### 8-27.1 Description

*(Special Provision)*

This work shall consist of furnishing and installing Drinking Fountain and Pet Station, as shown on the Plans, and specified herein.

**8-27.2 Materials**

Drinking Fountain and Pet Station shall be Elkay Outdoor Bi-Level Pedestal Fountain with Pet Station, Non-Filtered, Non-Refrigerated, Freeze Resistant Model LK4420DBFRK, with direct bury adaptor. The drinking fountain shall be heavy duty steel, rounded design with textured powder coat finish and E-Coat immersion for corrosion resistance, or approved equal, as shown detailed on the Plans.

Drinking Fountain and Pet Station shall comply with ANSI 117:1 and ADA for visual and motion disabilities. The manufacturer shall certify the unit to meet the requirements of NSF/ANSI 61, and the Safe Drinking Water Act.

Paint color and finish shall be durable powder coating in accordance with paint manufacturer's recommendations. See Section 6-07 for paint color and powder coating requirements.

**8-27.3 Construction Requirements**

Contractor shall submit catalog cut sheet including product information, paint color/finish, dimensioning, and details for Drinking Fountain and Pet Station for Engineer's approval prior to installation.

Drinking Fountain and Pet Station shall require 8 to 10 weeks lead time.

Install Drinking Fountain and Pet Station with approved (8) eight 3/8" minimum diameter expansion bolts and direct burial kit according to the manufacturer's installation instructions and as shown on the Plans. Locate and install trap and service stop, service valve and plumbing through ground as required. Drinking Fountain shall be located in approx. the same location as the existing fountain (to be removed), utilizing the existing water line, extending from the restroom, for point of connection.

Contractor shall orient and install Drinking Fountain and Pet Station level and plumb, per details on Plans. Contractor shall verify Drinking Fountain and Pet Station location in the field, confirming there is no utility conflicts with Engineer's approval prior to final installation.

Touch up for scratches for field applications shall be per recommendations from coating manufacturer.

The Contractor shall be responsible for delivering of Drinking Fountain and Pet Station to the site undamaged. Any damaged or blemished materials will be rejected and replaced at the Contractor's expense.

**8-27.4 Measurement**

"Drinking Fountain and Pet Station" shall be measured per each, installed drinking fountain and pet station.

**8-27.5 Payment**

Payment will be made for the following Bid item:

"Drinking Fountain and Pet Station " per each.

The unit Contract price for "Drinking Fountain with Bottle Filler and Pet Station ", per each, shall be full compensation for all labor, materials including plumbing connections, fastening hardware, direct burial kit, tools and equipment, supplies, incidental work, to satisfactorily

complete the work defined in the Standard Specifications, Special Provisions and the particular items called for in the Plans.

## **8-28 WOOD POST AND RAIL FENCE INSTALLATION (NEW SECTION)**

### **8-28.1 Description**

The work shall consist of constructing, finishing and installing a Wood Post and Rail Fence where shown and as detailed on the Contract Drawings and specified herein.

### **8-28.2 Materials**

Concrete footings shall be 3,000 PSI Class A Concrete.

Sealer for fence members shall be as shown on the Plans.

The following materials for Wood Post and Rail Fence shall be provided by the City:

- Pressure treated lodgepole pine post
- Pre-doweled pressure treated lodgepole pine rail

### **8-28.3 Construction Requirements**

Wood Post and Rail Fence shall be installed and finished as shown on the Plans. Post holes shall be excavated in a manner to ensure that adjacent trail is not damaged or disturbed. Post backfill materials shall be installed in lifts no greater than 6-inches and compacted as approved by the Engineer. Deeper lifts may be approved if contractor can demonstrate that the post will be stable as determined by the Engineer.

Posts that are not supplied pre-drilled shall be drilled to receive rails to the angle required to install fencing as shown on the plans.

### **8-28.4 Measurement**

“Wood Post and Rail Fence Installation” shall be measured per lineal foot of fence constructed and installed.

### **8-28.5 Payment**

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

“Wood Post and Rail Fence Installation”, per linear foot.

The unit bid cost for “Wood Post and Rail Fence” shall include all labor, tools, equipment, and materials necessary to the installation of the wood post and rail fence including but not limited to sealer, concrete footings, excavation, compaction, and disposal of excess materials.

## **8-30 MISCELLANEOUS PARK ELEMENT INSTALLATION (NEW SECTION)**

### **8-30.1 Description**

*(Special Provision)*



This work shall consist of removing and reinstalling of existing Dog Waste Bag Dispenser existing Bike Rack, and installing new signage, as shown on the Plans, and specified herein.

**8-30.2 Materials**

Surface mount for bike rack reinstallation shall include 3/8" concrete wedge anchor, tamper resistant nuts and concrete spikes.

**8-30.3 Construction Requirements**

Contractor shall orient and install Dog Waste Bag Dispenser, Bike Rack, and Park Signage level and plumb, per details on Plans. Contractor shall verify Dog Waste Bag Dispenser, Bike Rack and Park Signage locations in the field, confirming there is no utility conflicts with Engineer's approval prior to final installation.

Touch up for scratches for field applications shall be per recommendations from coating manufacturer.

Reinstall relocated Dog Waste Bag Dispenser and Bike Rack per details as shown on Plans.

Install new Park Signage per detail on Plans. The new sign will be provided by the City of Mercer Island.

**8-30.4 Measurement**

There shall be no unit of measurement for the lump sum bid item " Misc. Park Element Installation"

**8-30.5 Payment**

Payment will be made for the following Bid item:

"Misc. Park Element Installation" per Lump Sum.

The lump sum contract for "Misc. Park Element Installation", per Lump Sum, shall be full compensation for all labor, materials, including excavation, disposal of excess materials, and concrete footing, to reinstall the Dog Bag Dispenser and Bike Rack, install the new Park Sign, and satisfactorily complete the work defined in the Standard Specifications, Special Provisions and the particular items called for in the Plans.

**END OF DIVISION 8**

## DIVISION 9: MATERIALS

### 9-03 AGGREGATES

#### 9-03.8(2) HMA Test Requirements

(March 10, 2010 APWA GSP)

*Supplement*

Section 9-03.8(2) is supplemented with the following:

ESAL's

The number of ESAL's for the design and acceptance of the HMA shall be \*\*\* 2 \*\*\* million.

#### 9-03.8(7) HMA Tolerances and Adjustments

(March 10, 2010 APWA GSP)

*Revision*

Delete Item 1 and replace it with the following:

1. **Job Mix Formula Tolerances.** After the JMF is determined as required in 5-04.3(7)A, the constituents of the mixture at the time of acceptance shall conform to the following tolerances:

	Nonstatistical Evaluation	Commercial Evaluation
Aggregate, percent passing		
1", ¾", ½", and 3/8" sieves	±6%	±8%
U.S. No. 4 sieve	±6%	±8%
U.S. No. 8 sieve	±6%	±8%
U.S. No. 200 sieve	±2.0%	±3.0%
Asphalt Binder	±0.5%	±0.7%

These tolerance limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points section, except the tolerance limits for sieves designated as 100% passing will be 99-100. The tolerance limits on sieves shall only apply to sieves with control points.

#### 9-03.9(2) Permeable Ballast

*Supplement this section with the following:*

Permeable Ballast for Trail Shoulder Restoration shall be Permeable Ballast 1.5" – ½" crushed aggregate. Materials shall meet the requirements of WSDOT Standard Specification Section 9-03.9(2), Permeable Ballast.

**9-14 EROSION CONTROL AND ROADSIDE PLANTING**

**9-14.2 Topsoil**

**9-14.2(1) Topsoil Type A**

*Supplement this section with the following:*

Topsoil Type A shall be a mix of 50% pure organic compost and 50% sand or sandy loam. 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.

**9-14.2 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:

<b>Mixture Proportions</b>			
<b>Name</b>	<b>% by Weight</b>	<b>% Purity</b>	<b>% Germination</b>
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.

**9-14.3 Fertilizer**

*(Special Provision)*

*Supplement*

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

Fertilizer for trees and shrubs 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 Chip Mulch**

*(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 no exceed 22%. The acceptable size range of bark mulch material is ½” to 1” with maximum of 20% passing the ½” screen.

**9-14.5(8) Fine Compost**

*(Special Provision)*

*Supplement*

Compost shall be 98% minimum material derived from the aerobic decomposition of recycled plant waste and / or secondary sewage treatment. The Contractor shall provide a one cubic foot sample with supplier’s certification for review and approval.

**9-15 IRRIGATION SYSTEM**

**9-15.1 Pipe Tube and Fittings**

Section 9-15.1 is supplemented with the following:

All pipe and tubing shall be PVC or approved equal. All fittings shall be Sch 80 PVC. All sleeving shall be Sch 40 PVC.

**9-15.1(2) Polyvinyl Chloride Pipe and Fittings**

Section 9-15.1(2) is supplemented with the following:

PVC pipe shall be Schedule 40 PVC pipe for the main, laterals and sleeves.

### 9-15.5 Valve Boxes

Section 9-15.5 is supplemented with the following:

Valve boxes for control valves in pavement shall be grey straight box, medium duty traffic rated (non-vehicular traffic situations), composite material with UV inhibitors, heavy duty seat collar, with flush, locking, solid, slip resistant composite lid (with IRR marking on lid).

All automatic control valves shall be provided with valve boxes. Valve boxes shall be sized as appropriate to allow efficient access to components and approved by the Engineer prior to installation. Valve boxes shall be extendable to obtain the depth required. All manual control valves shall be equipped with a protective sleeve and cap as shown in the Standard Plans.

### 9-15.17 Electrical Wire and Splices

Electrical Wire shall be #14 UF wire. Utilize splice kits which are UL listed and CSA Certified for direct bury and submersion applications.

## 9-29 ILLUMINATION, SIGNAL, ELECTRICAL

### 9-29.1 Conduit, Innerduct, and Outerduct

*(Special Provision)*

*Supplement*

PVC solvent cement shall be medium-bodied gray and shall meet ASTM D 2564 including note 8 (label to show pipe sizes for which the cement is recommended).

### 9-29.1(4)C HDPE Conduit

*(Special Provision)*

*Supplement*

If the Contractor elects to directional bore, bored conduit shall be High Density Polyethylene (HDPE). All piping system components shall be the products of one manufacturer. The conduit and fittings shall be free, within commercial tolerances of objectionable lines, striations, bubbles, welds or other manufacturing defects which would impair the service of the conduit or fittings. Conduit shall be appropriate for the stress generated by the selected equipment and field conditions. Bored conduit couplings shall meet or exceed all ASTM strength and composition standards for the particular type used. All couplings shall be leak proof. Drilling fluid used for directional boring shall be an inert mixture of water and bentonite clay conforming to the drilling equipment manufacturer's recommendations.

Expansion fittings, deflection fittings, and expansion/deflection fittings embedded in concrete shall be PVC coated.

### 9-29.2 Junction Boxes, Cable Vaults, and Pull Boxes

#### 9-29.2(1)A Standard Duty Junction Boxes

*(Special Provision)*

*Supplement*

Junction boxes, cable vaults and pull boxes which are placed within the sidewalk or trail surface shall have slip resistant lids which meet the requirements of Americans with Disabilities Act (ADA) and Public Right-of-Way Accessibility Guideline (PROWAG).

Grounding lugs shall be stainless steel and shall be mechanically and electrically bonded.

(September 3, 2019 WSDOT GSP)

### **Slip-Resistant Surfacing for Junction Boxes, Cable Vaults, and Pull Boxes**

Where slip-resistant junction boxes, cable vaults, or pull boxes are required, each box or vault shall have slip-resistant surfacing material applied to the steel lid and frame of the box or vault. Where the exposed portion of the frame is ½ inch wide or less, slip-resistant surfacing material may be omitted from that portion of the frame.

Slip-resistant surfacing material shall be identified with a permanent marking on the underside of each box or vault lid where it is applied. The permanent marking shall be formed with a mild steel weld bead, with a line thickness of at least 1/8 inch. The marking shall include a two-character identification code for the type of material used and the year of manufacture or application. The following materials are approved for application as slip-resistant material, and shall use the associated identification codes:

1. Harsco Industrial IKG, Mebac #1 - Steel: M1
2. W. S. Molnar Co., SlipNOT Grade 3 – Coarse: S3
3. Thermion, SafTrax TH604 Grade #1 – Coarse: T1

### **9-29.6 Light and Signal Standards**

*(Special Provision)*

*Supplement*

The pole shall be 15' long "SSS Square Straight Steel" pole by Hapco. The shaft size shall be 4", with wall thickness of 0.12" and powder coated to match luminaire color and finish. Provide paint chip during material submittals, see section 6-07, Painting.

Handhole shall be minimum 3" x 5" reinforced steel with 1/2"-13 NC hole for grounding provision, flush fitting a steel cover with gasket, handhole opening shall be able to be located minimum 18" above baseplate facing the trail.

Each pole shall include (4) 1" x 3'-8" anchor bolts, fully galvanized with (2) nuts and washers per bolt.

Scratching, marking, denting, or other damage to poles and fittings at the point of installation shall be cause for rejection. The Contractor shall touch-up paint all visible pole scratches after installation as per the Engineer's directives.

### **9-29.7 Luminaire Fusing and Electrical Connections at Light Standard Bases, Cantilever Bases and Sign Bridge Bases**

#### **9-29.7(2) Fused Quick-Disconnect Kits**

*(Special Provision)*

*Supplement*

Light standards shall be equipped with in-line fuse holders with the fuses mounted inside the pole and readily accessible from the handhole.

Quick-disconnect kit shall be SEC Single Pin Connector Kit Model SEC 1791-SP.

**9-29.10(2) Decorative Luminaires**

*(Special Provision)*

*New*

The decorative luminaire shall be "Lumark Prevail Discrete LED" by Cooper Lighting Solutions. The type shall be Prevail Petite (PRV-P) with 1 Panel, 24 LED (PA1), 4103 lumens, drive current of 400mA nominal, color temperature of 3000K, with universal voltage of 120-277V, and Type 2 Roadway distribution (T2R). Pole mounting arm shall be SA-QM type or as recommended by manufacturer. Color shall be bronze.

All luminaires shall be photometrically tested by certified independent testing laboratories in accordance with IESNA LM-79 testing procedures. Test report shall specify that the luminaire is classified as "Full Cutoff". "Factored" IES files or test reports will not be accepted.

**9-29.26 Detectable Pull Tape**

*(Special Provision)*

*New*

The Contractor shall furnish and install a flat polyester woven pre-lubed tape that contains a 22-gauge wire.

The tape shall be marked with sequential footage markings and be continuous.

The tape shall meet or exceed a breaking strength of 900 lb., with a width of 1/2-inch.

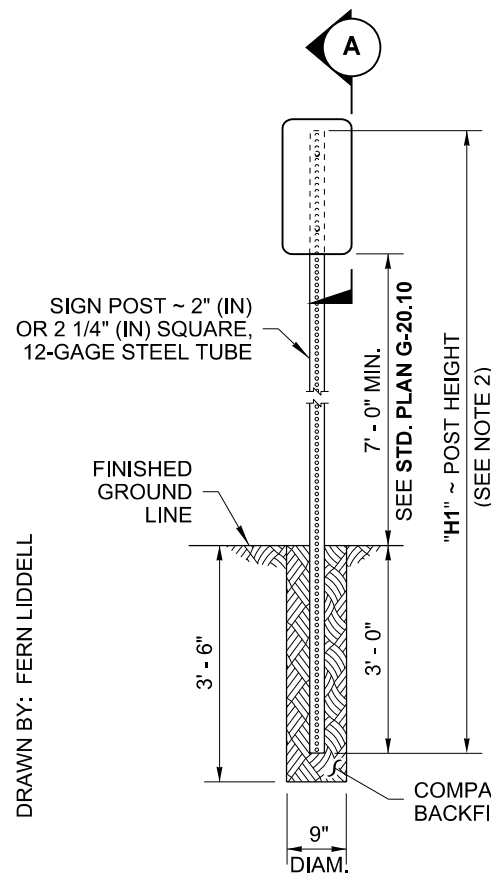
**END OF DIVISION 9**

## **APPENDIX A**

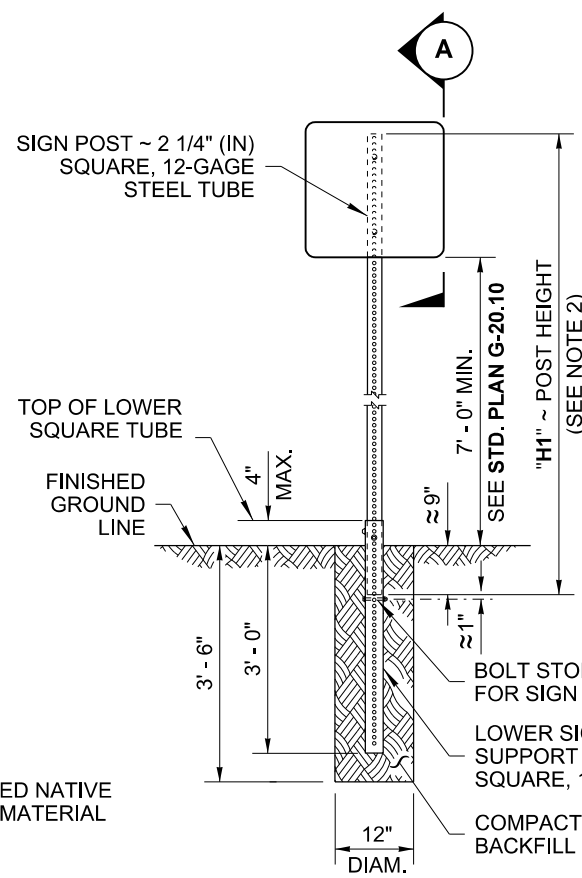
### **Standard Plans and Reference Plans**



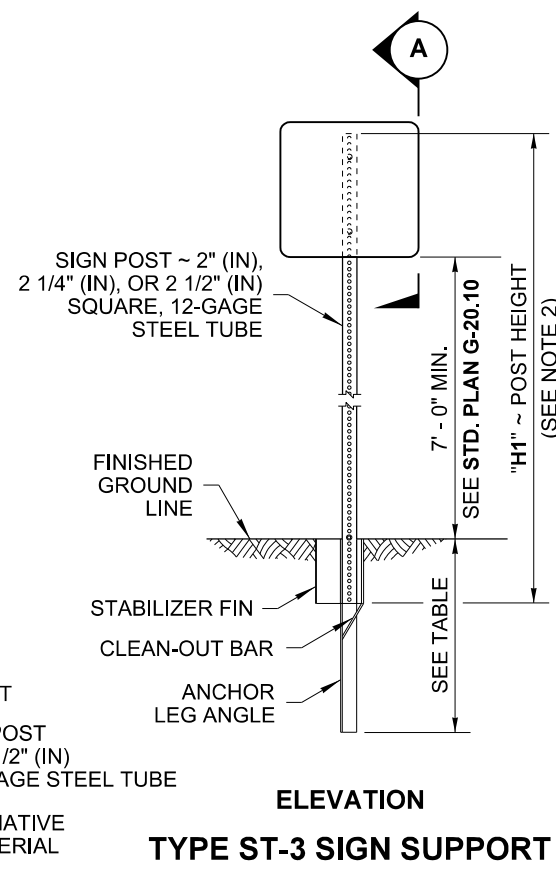
DRAWN BY: FERN LIDDELL



**ELEVATION  
TYPE ST-1 SIGN SUPPORT**

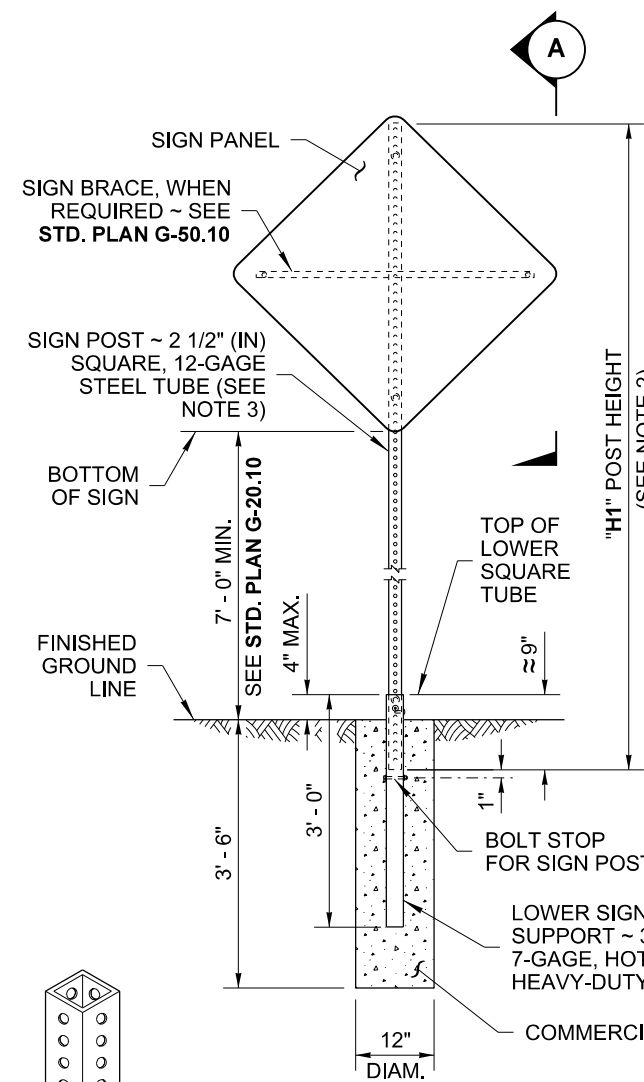


**ELEVATION  
TYPE ST-2 SIGN SUPPORT**



**ELEVATION  
TYPE ST-3 SIGN SUPPORT**

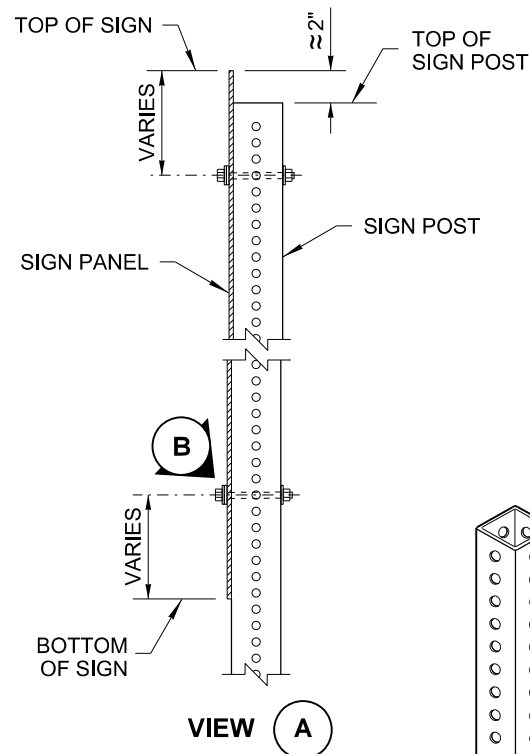
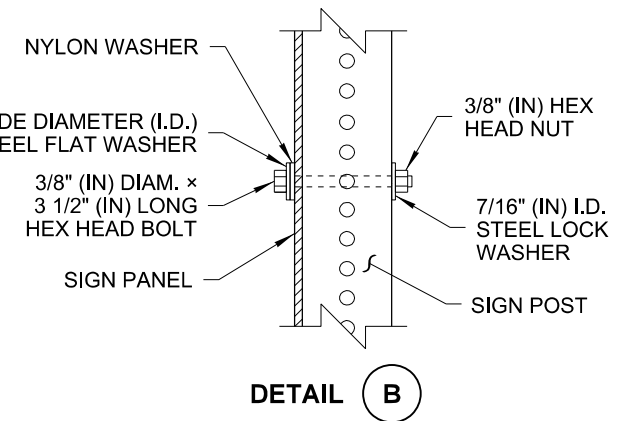
BURIED DEPTH	POST SIZE
2' - 6"	2", 2 1/4"
3' - 0"	2 1/2"



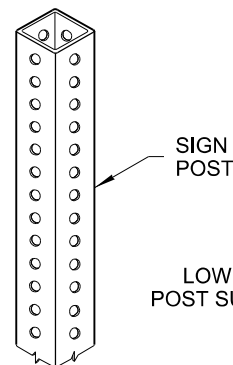
**ELEVATION  
TYPE ST-4 SIGN SUPPORT**

**NOTES**

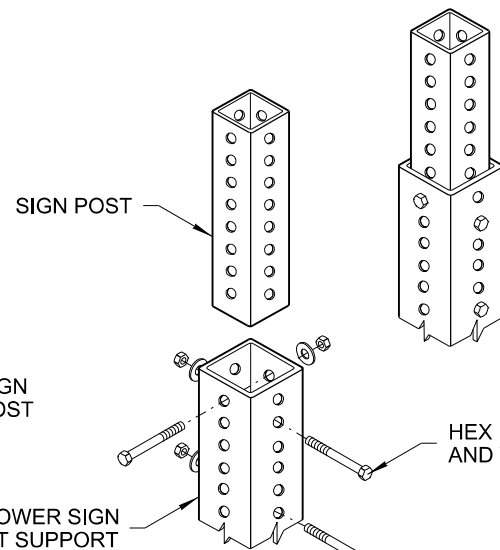
1. Dimensions for the parts used to assemble the base connections are intentionally not shown. Base connections are patented, manufactured products that are in compliance with NCHRP 350 crash test criteria. The base connection details are shown on this plan only to illustrate how the parts are assembled.
2. For "H1", refer to the Sign Specification Sheet in the Contract.
3. A 2" (in) post with a 2 1/4" (in) PSST anchor or a 2 1/4" (in) post with a 2 1/2" (in) PSST anchor may be substituted. See Contract Plans.
4. Perforated square steel post shall meet the requirements of **Standard Specification, Section 9-06**.
5. Use only base connection manufacturer supplied hardware that meets the requirements of **Standard Specification, Sections 9-06 and 9-28**.



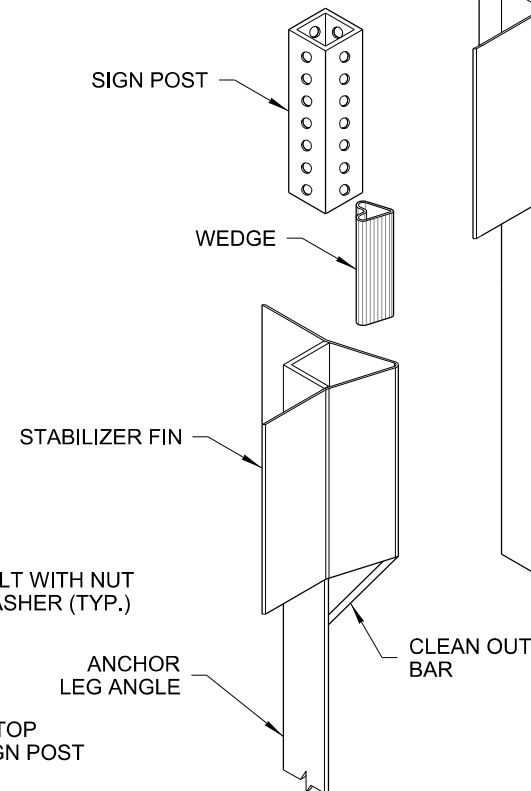
**VIEW A**



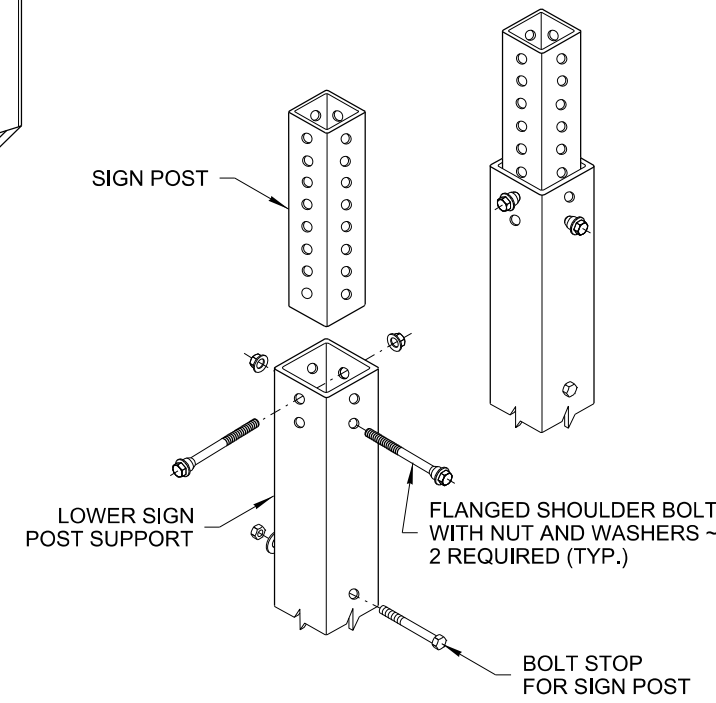
**TYPE ST-1**



**TYPE ST-2**



**TYPE ST-3**



**TYPE ST-4**

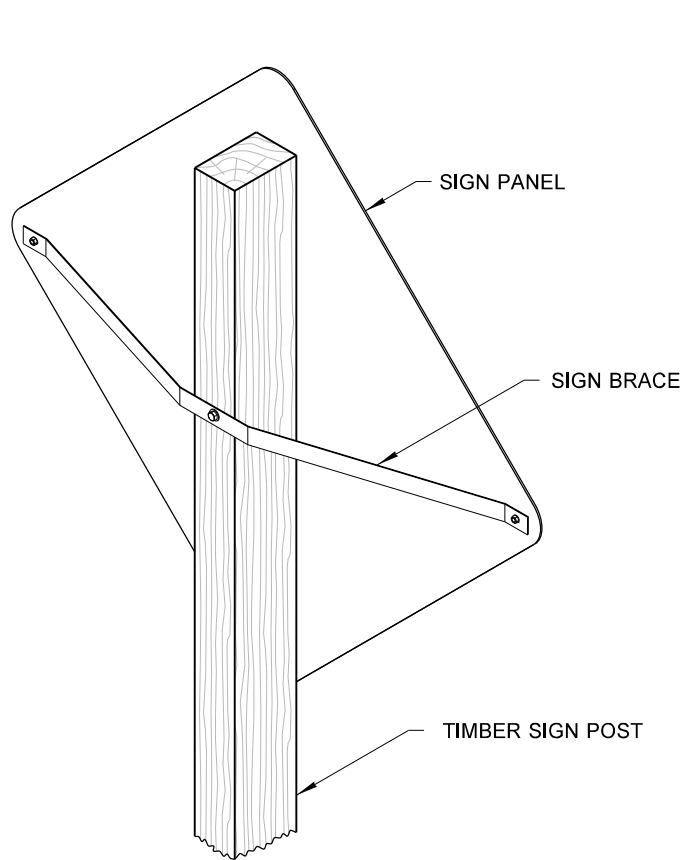


**STEEL SIGN SUPPORT  
TYPES ST-1 - ST-4  
INSTALLATION DETAILS  
STANDARD PLAN G-24.50-05**

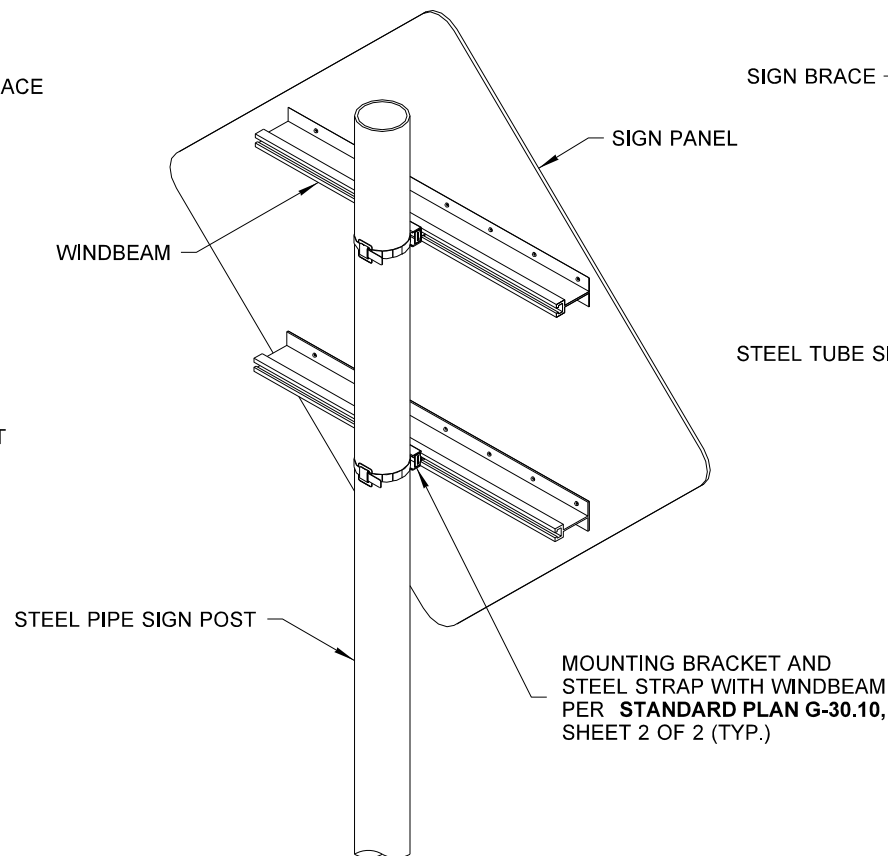
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

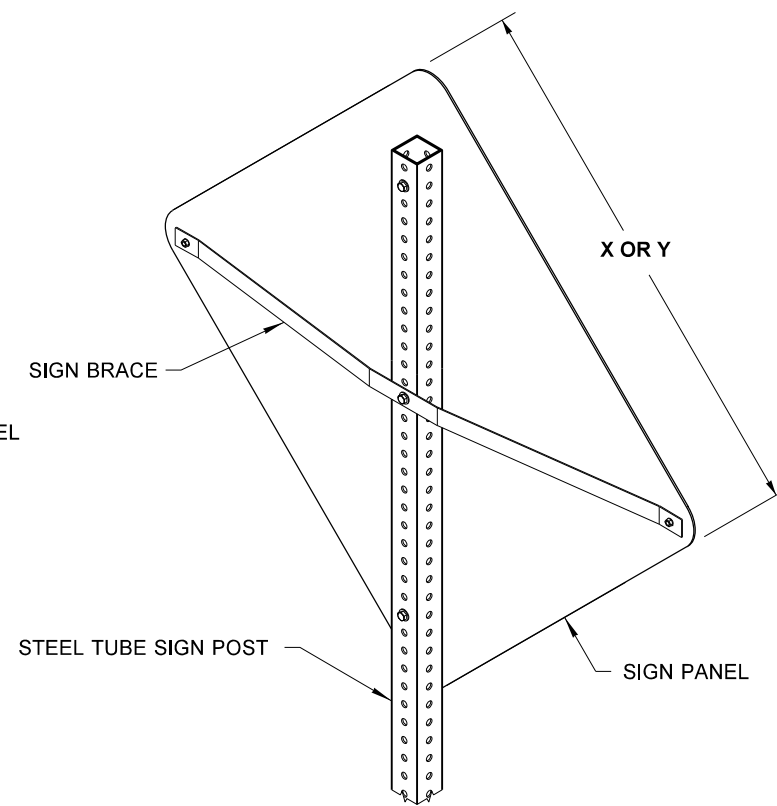
DRAWN BY: FERN LIDDELL



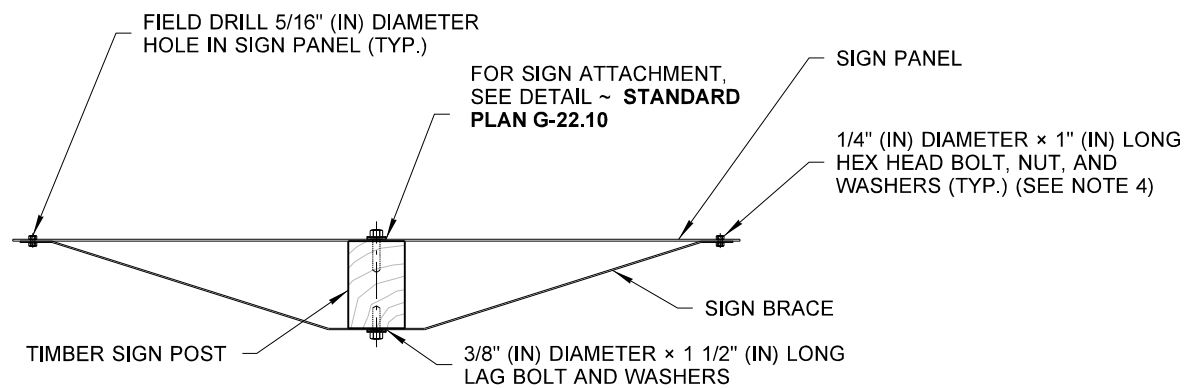
**SIGN BRACE ON TIMBER POST**



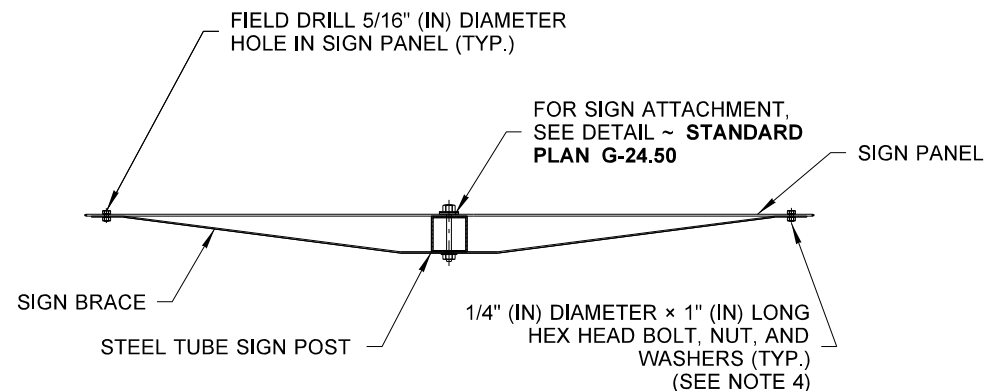
**SIGN BRACE ON STEEL PIPE**



**SIGN BRACE ON STEEL TUBE**



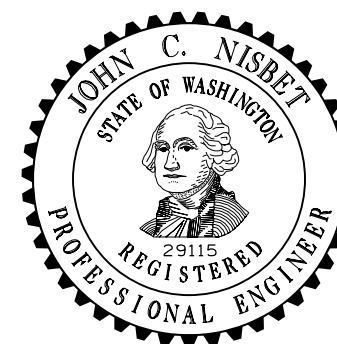
**PLAN**



**PLAN**

**NOTES**

1. Mounting brackets with steel straps shall be a stainless steel band and buckle system product or an approved equal. Mounting brackets shall be one bolt, flared leg; steel straps shall be 3/4" (in) wide and 0.030" (in) thick.
2. Sign braces are required for sign widths of 48" (in) or greater. For sign widths of 36" (in) or less, sign braces are only required when specified in the contract.
3. Sign braces are typically necessary on large sign panels that are exposed to high winds, traffic generated wind buffeting, or when snow thrown from plows might impact the sign.
4. A nylon washer shall be placed between the sign and the steel washer when the sign face has Type III, IV, VII or IX sheeting.
5. Signs 48" (in) or greater can be pinned together, back to back.
6. For signs installed back to back on a single post, no bracing is required.



**SIGN BRACING**

**STANDARD PLAN G-50.10-03**

SHEET 1 OF 2 SHEETS

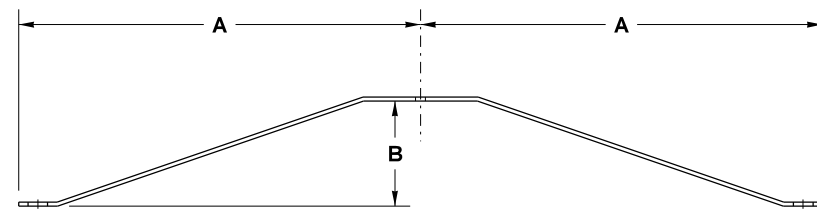
APPROVED FOR PUBLICATION

DRAWN BY: FERN LIDDELL

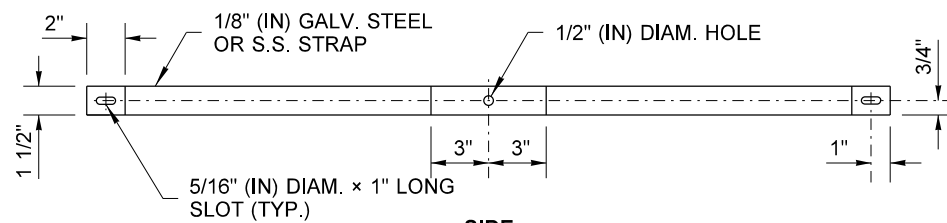
SIGN BRACE DIMENSIONS				
	SIGN TYPE			
	YIELD	DIAMOND-SHAPED	OTHERS	
A	1/3 SIGN WIDTH - 1 3/4"	1/2 SIGN WIDTH - 2 1/4"	1/2 SIGN WIDTH - 1"	
	SIGN POST TYPE			
	4x6 OR 6x6 TIMBER POST	6x8 TIMBER POST	3" DIAM. STEEL PIPE	2 1/2" SQUARE TUBE
B	5 1/2"	7 1/2"	4 3/4"	2 1/2"

**NOTE**

- For sign installations on round steel posts, see **Standard Plan G-30.10, sheet 2 of 2.**

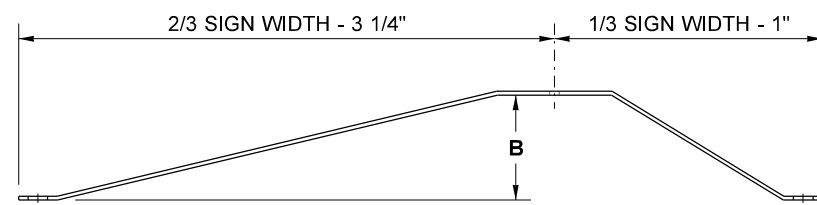


TOP

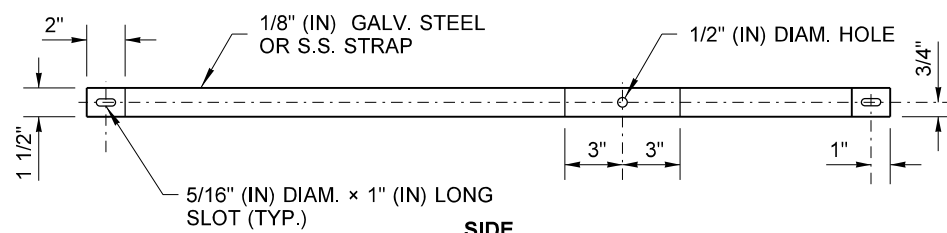


SIDE

**SIGN BRACE DETAIL**

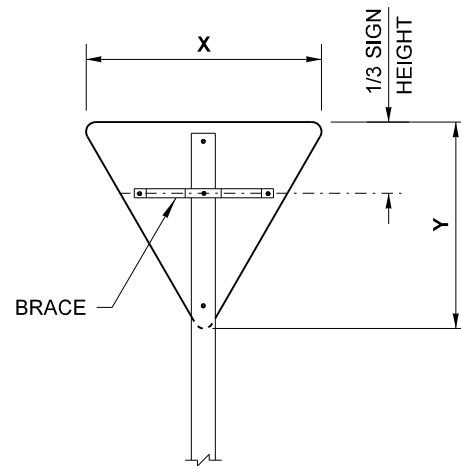


TOP

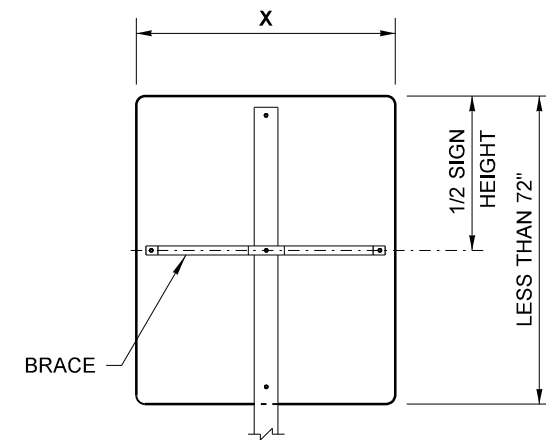


SIDE

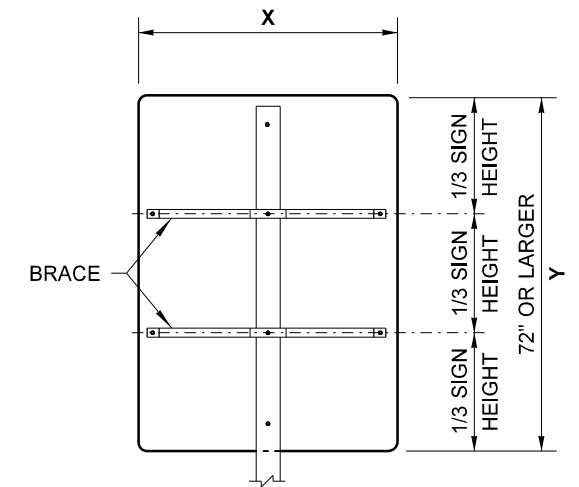
**NO PASSING ZONE  
SIGN BRACE DETAIL**



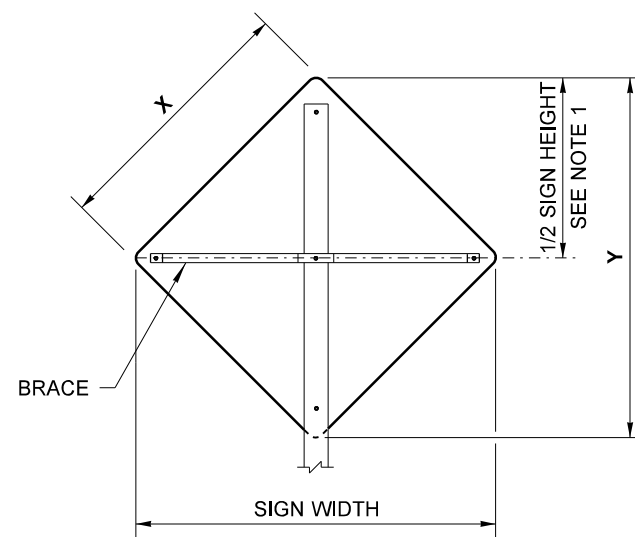
**YIELD SIGN**



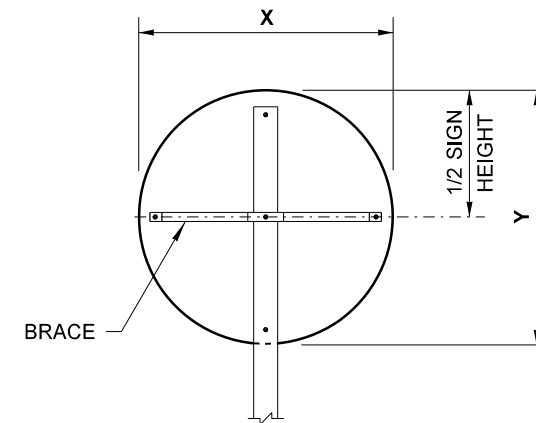
**SMALL RECTANGULAR SIGN**



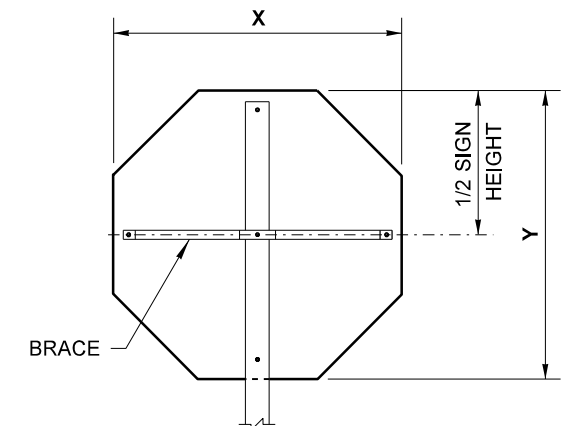
**LARGE RECTANGULAR SIGN**



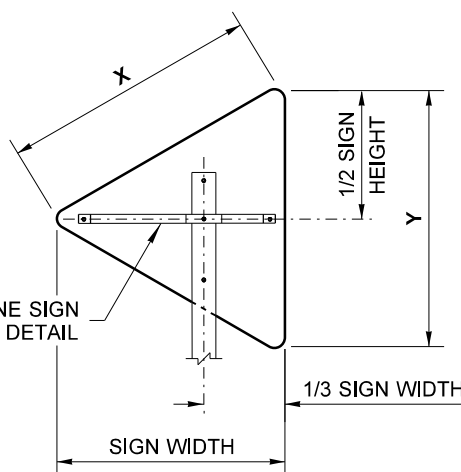
**DIAMOND-SHAPED SIGN**



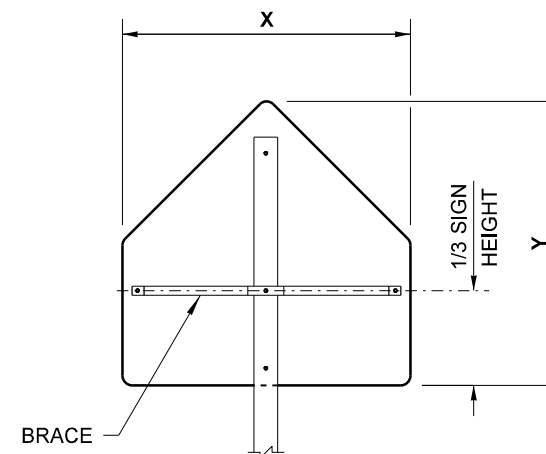
**RAILROAD WARNING SIGN**



**STOP SIGN**

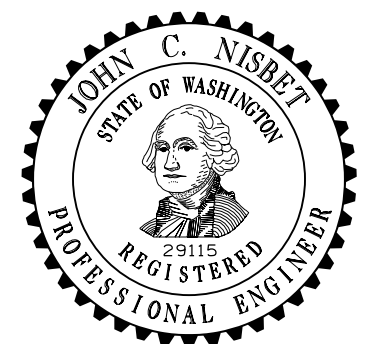


**NO PASSING ZONE SIGN**



**SCHOOL ZONE SIGN**

**SIGN BRACE PLACEMENT**

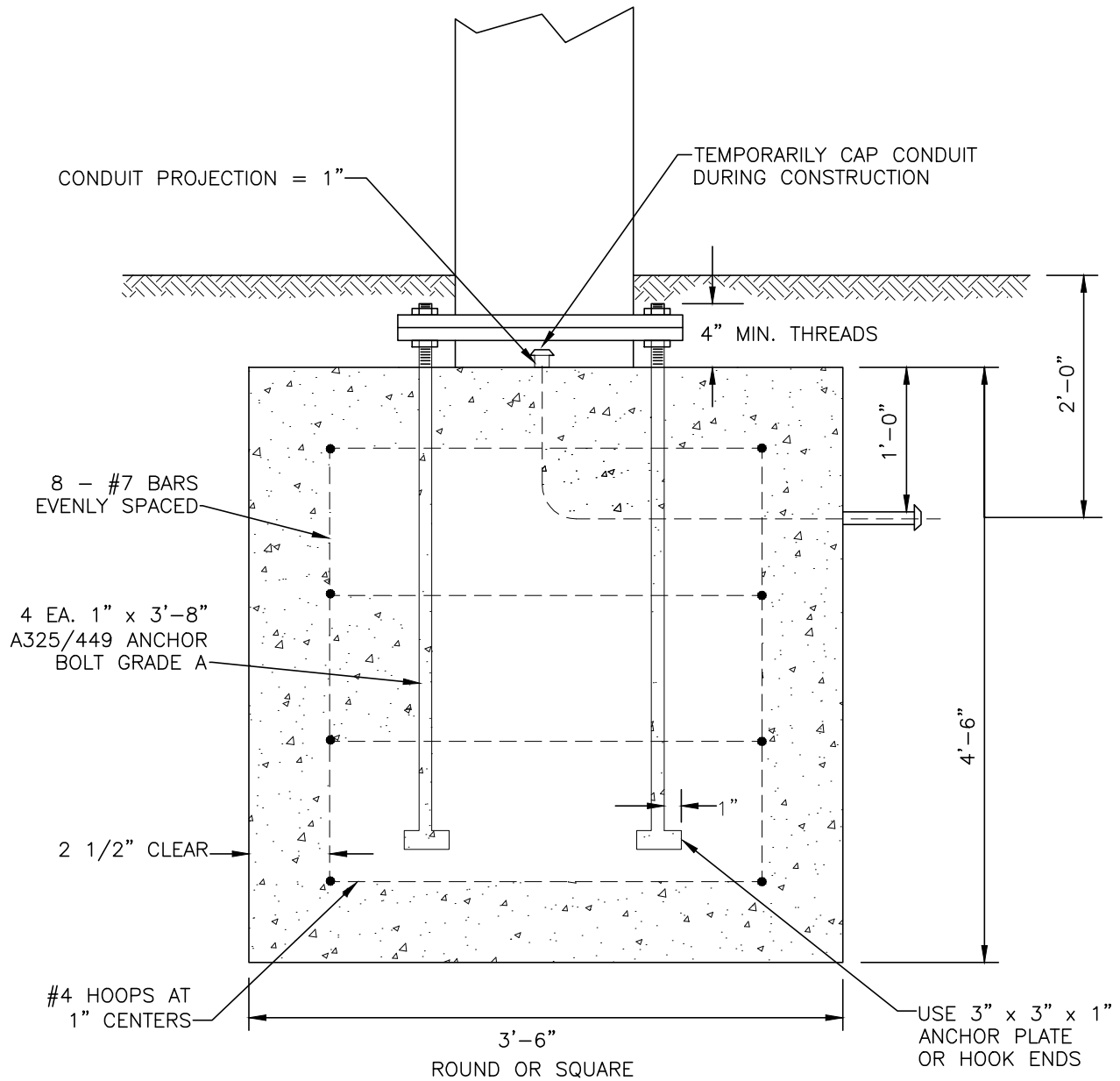


**SIGN BRACING**

**STANDARD PLAN G-50.10-03**

SHEET 2 OF 2 SHEETS

APPROVED FOR PUBLICATION



**NOTES**

1. USE CLASS "B" CONCRETE. IN AREAS WHERE OLDER WALKWAY SURFACES EXIST. ADD LAMPBLACK TO CONCRETE MIX AT 2.5 POUNDS PER YARD PRIOR TO PLACEMENT. SURFACE MUST HAVE A NON-SKID SAND TEXTURED FINISH.
2. EXPOSED FOUNDATIONS SHALL HAVE A 1" CHAMFERED CORNERS AS APPROVED BY THE ENGINEER.



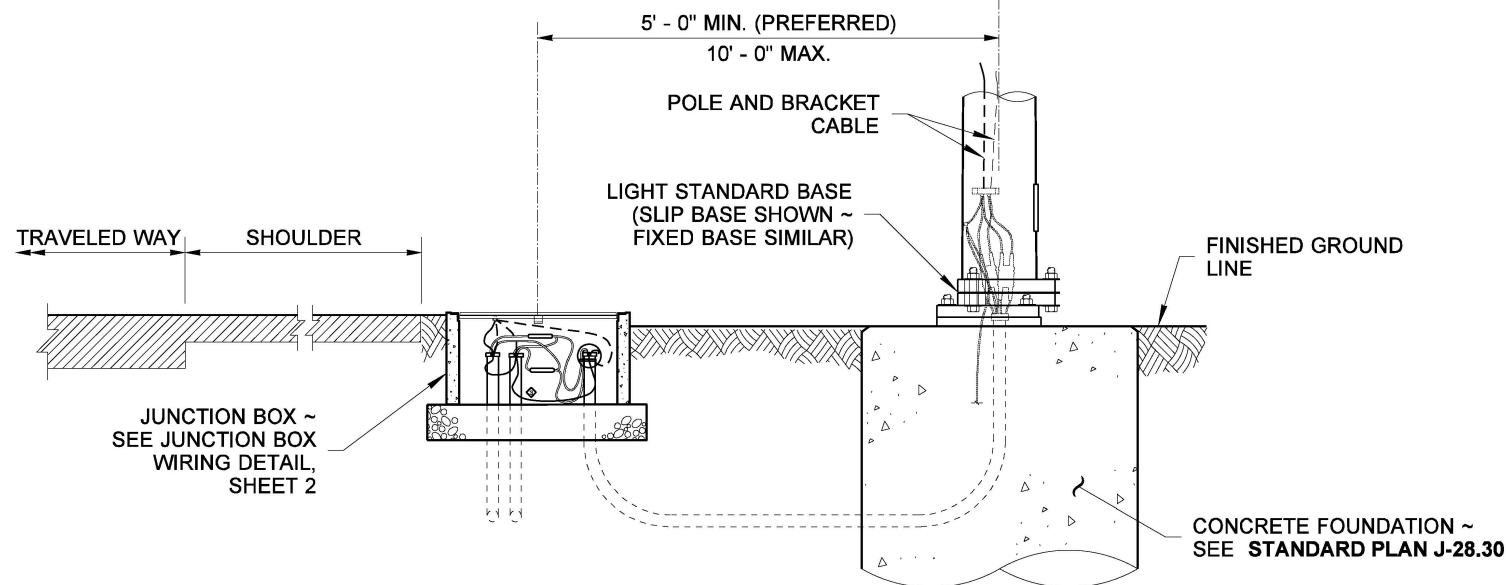
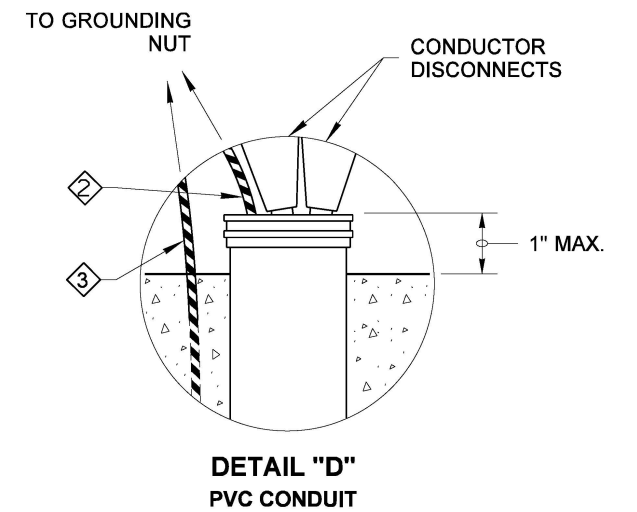
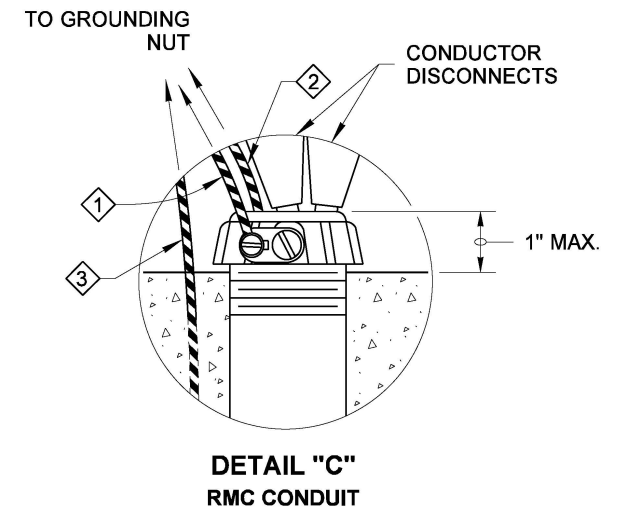
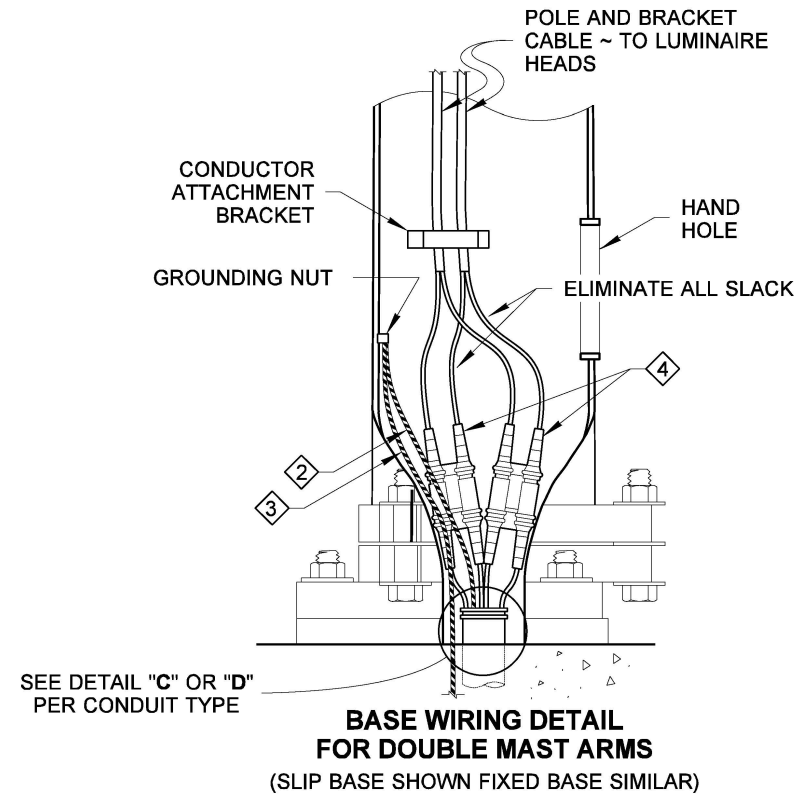
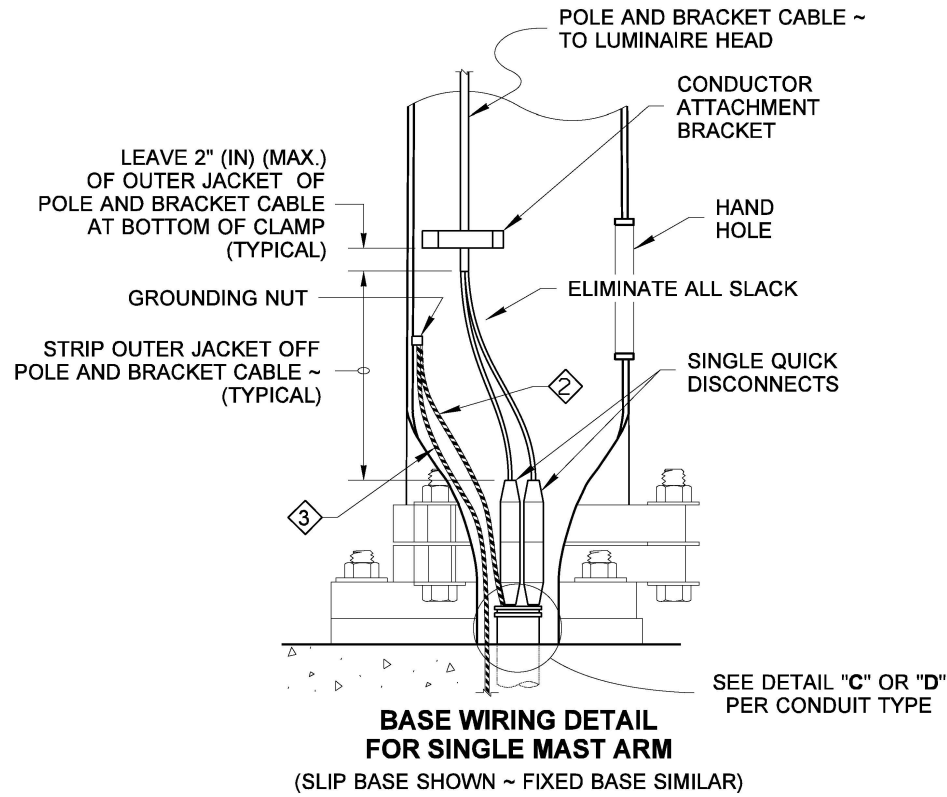
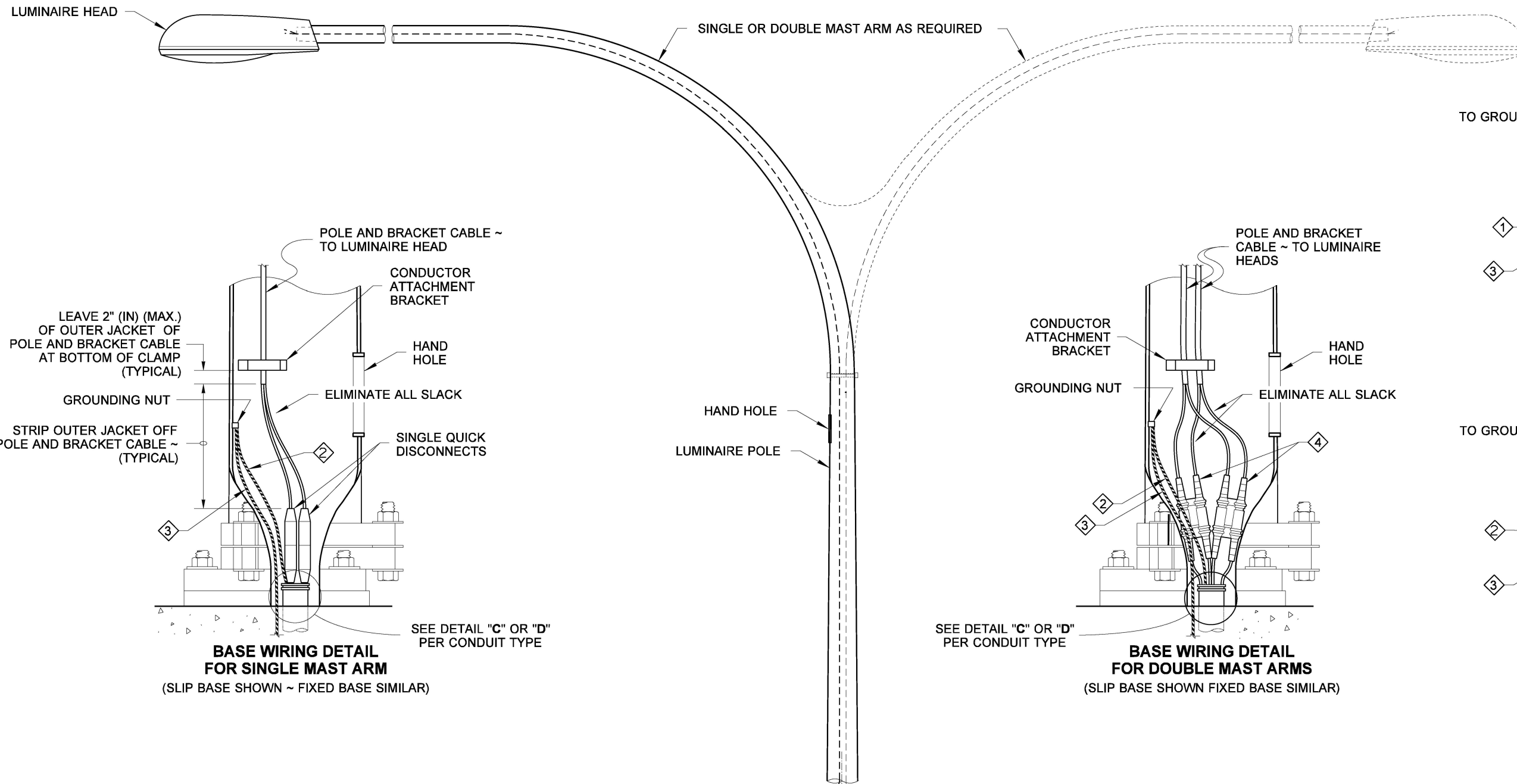
**CITY OF MERCER ISLAND  
STANDARD DETAILS  
ILLUMINATION**

**FOUNDATION DETAIL**

02/04/2015

NO SCALE

**IL-3**



TYPICAL LOCATION OF JUNCTION BOX AND FOUNDATION

- ① EQUIPMENT BONDING JUMPER ~ FROM RMC CONDUIT
- ② EQUIPMENT GROUNDING CONDUCTOR
- NOTE: ① AND ② MAY BE SAME WIRE
- ③ EQUIPMENT BONDING JUMPER ~ FROM FOUNDATION
- ④ DOUBLE QUICK DISCONNECTS ~ PULL DOWN TIGHT TO CONDUIT (SHOWN LEFT UP FOR CLARITY)



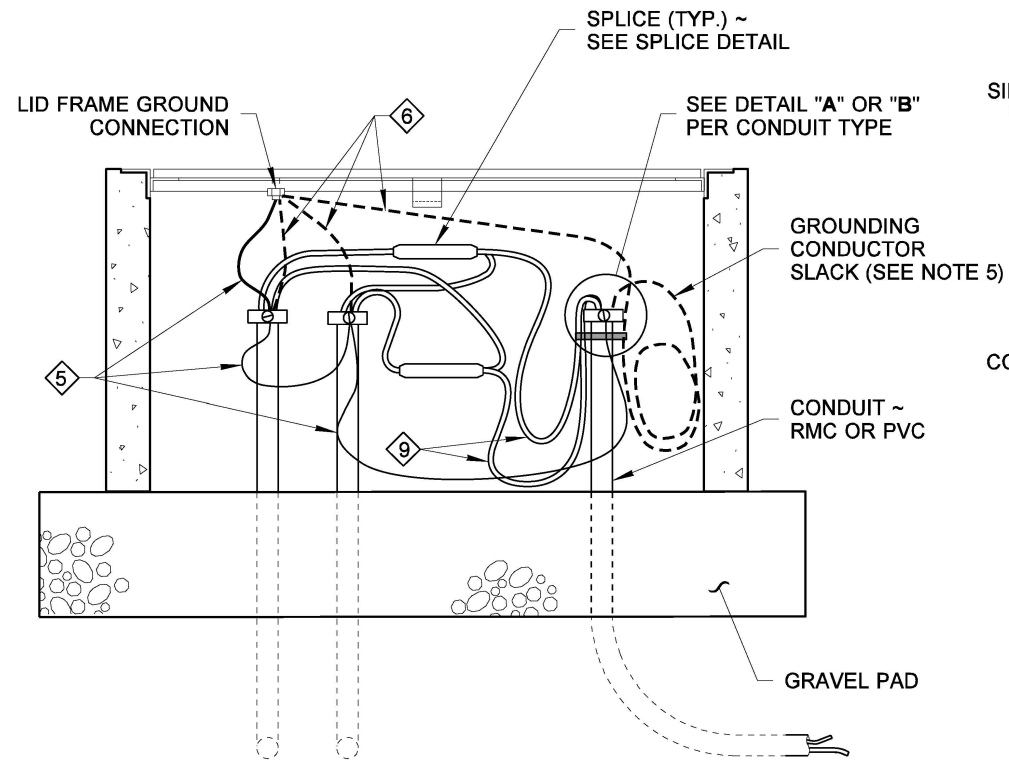
Aug 30, 2022

**STEEL LIGHT STANDARD WIRING DETAILS**

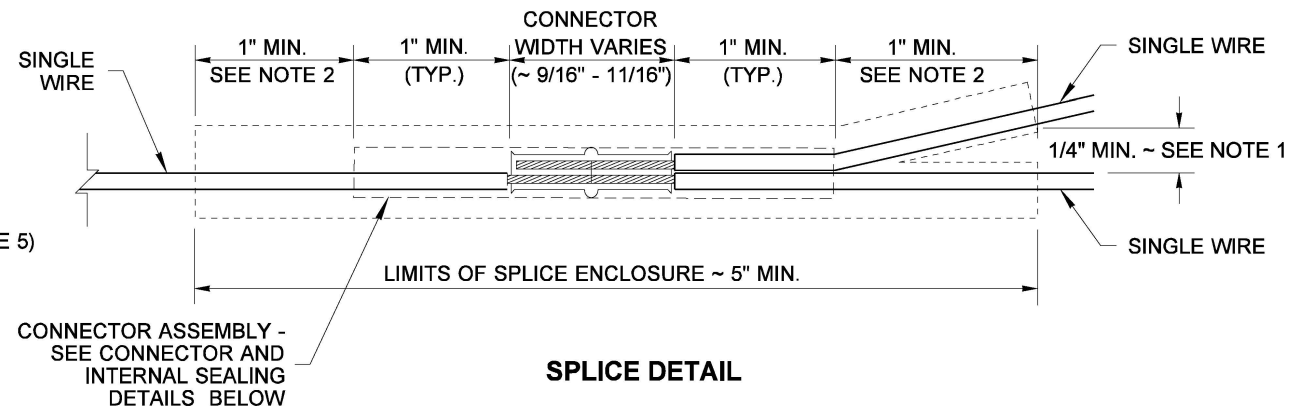
**STANDARD PLAN J-28.70-04**

SHEET 1 OF 2 SHEETS

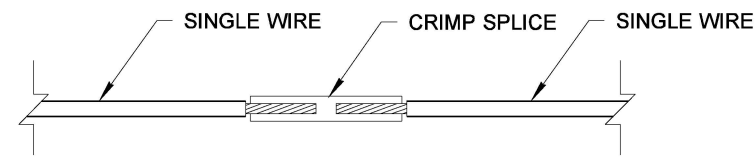
APPROVED FOR PUBLICATION  
*Mark Gaines*  
 Mark Gaines (Aug 30, 2022 11:22 PDT)  
 STATE DESIGN ENGINEER  
 Aug 30, 2022  
 Washington State Department of Transportation



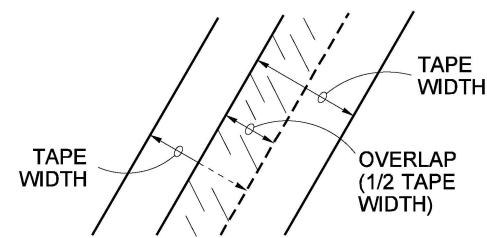
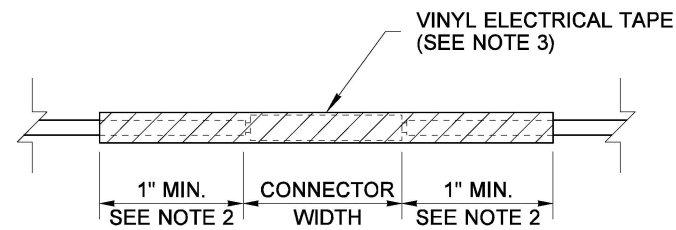
**JUNCTION BOX WIRING DETAIL**  
FOR GROUNDING REQUIREMENTS, SEE STANDARD PLAN J-60.05



**STEP 1 - CRIMP CONNECTION**



**STEP 2 - WRAP CONNECTION**



**TAPE OVERLAP DIAGRAM**

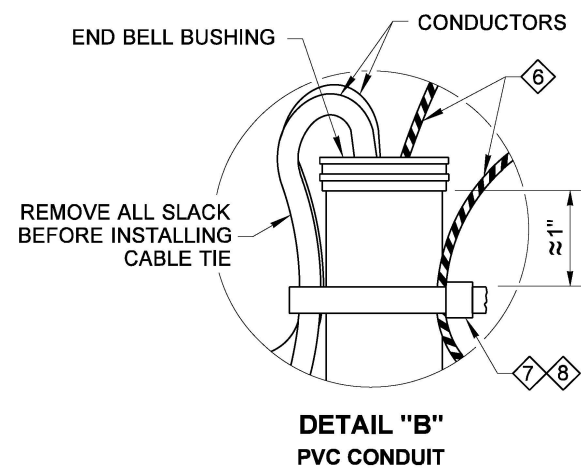
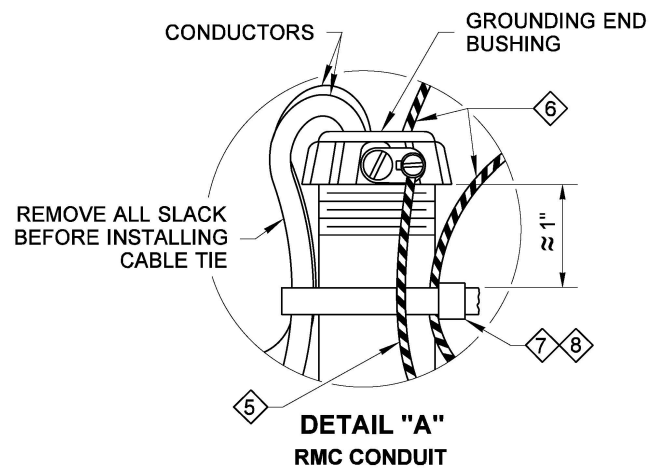
WHEN USING WRAPPED VINYL ELECTRICAL TAPE:

- INSTALL TWO LAYERS OF SPIRAL WRAPPED TAPE.
- EACH SPIRAL LAYER SHALL HAVE AN OVERLAP OF 1/2 OF THE TAPE WIDTH (SEE DIAGRAM ABOVE).

**CONNECTOR AND INTERNAL SEALING DETAILS**

**NOTES**

- Each wire shall be physically separated by at least 1/4" (in) so that sealing material can fill in between the wires; where heat shrink tubing is used for the outer splice enclosure, it shall meet one of the following requirements:
  - Have separate ports for each conductor ("WYE" or "X" shaped tubing). ~ or ~
  - Have rubber electrical mastic tape wrapped around each conductor to ensure a weather-proof seal. See Rubber Electrical Mastic Tape Installation Detail, **Standard Plan J-50.05**.
- Where heat shrink tubing is used, it shall extend a minimum of one inch onto the original wire insulation for each wire in the splice. Rigid splice enclosures shall be centered over the crimped connection.
- Electrical tape used in splicing applications shall be 3/4" (in) wide, be UL listed under UL 510, and be CSA Certified under C22.2 NO. 197-M1983.
- Crimp splices shall be installed with an approved crimping tool for the type and size of crimp splice used. Pliers and similar multi-purpose tools may not be used.
- The equipment grounding conductor connected to the light standard shall include 18 inches of slack on the pole side of the cable tie.



- 5 EQUIPMENT BONDING JUMPER ~ FROM RMC CONDUIT  
NOTE: 5 AND 6 MAY BE SAME WIRE
- 6 EQUIPMENT GROUNDING CONDUCTOR
- 7 CABLE TIE ~ 120 POUND TENSILE STRENGTH, BLACK

- 8 APPLICATION FOR FIXED BASE SIMILAR, EXCEPT NO CABLE TIE IS REQUIRED AT JUNCTION BOX
- 9 24" (IN) MIN. SLACK REQUIRED TO ALLOW QUICK DISCONNECTS TO BE PULLED OUTSIDE HAND HOLE 6" (IN) MIN.



Aug 30, 2022

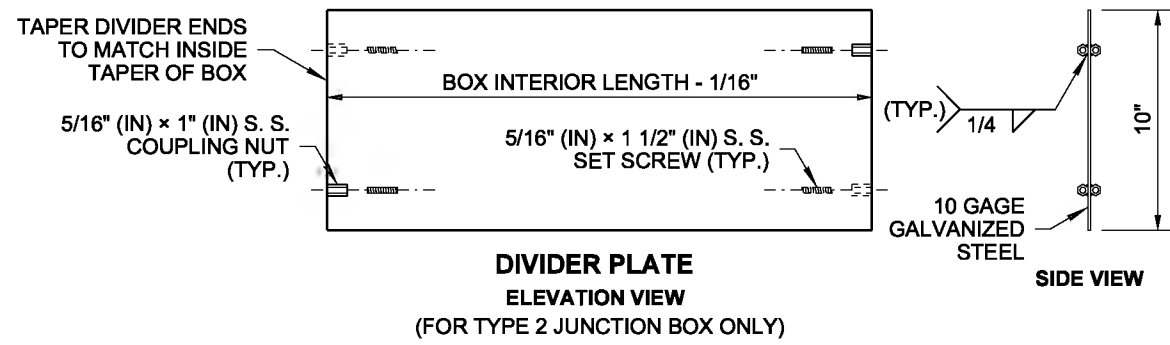
**STEEL LIGHT STANDARD WIRING DETAILS**

**STANDARD PLAN J-28.70-04**

SHEET 2 OF 2 SHEETS

APPROVED FOR PUBLICATION  
 Mark Gaines  
 Mark Gaines (Aug 30, 2022 11:22 PDT)  
 STATE DESIGN ENGINEER  
 Aug 30, 2022  
 Washington State Department of Transportation

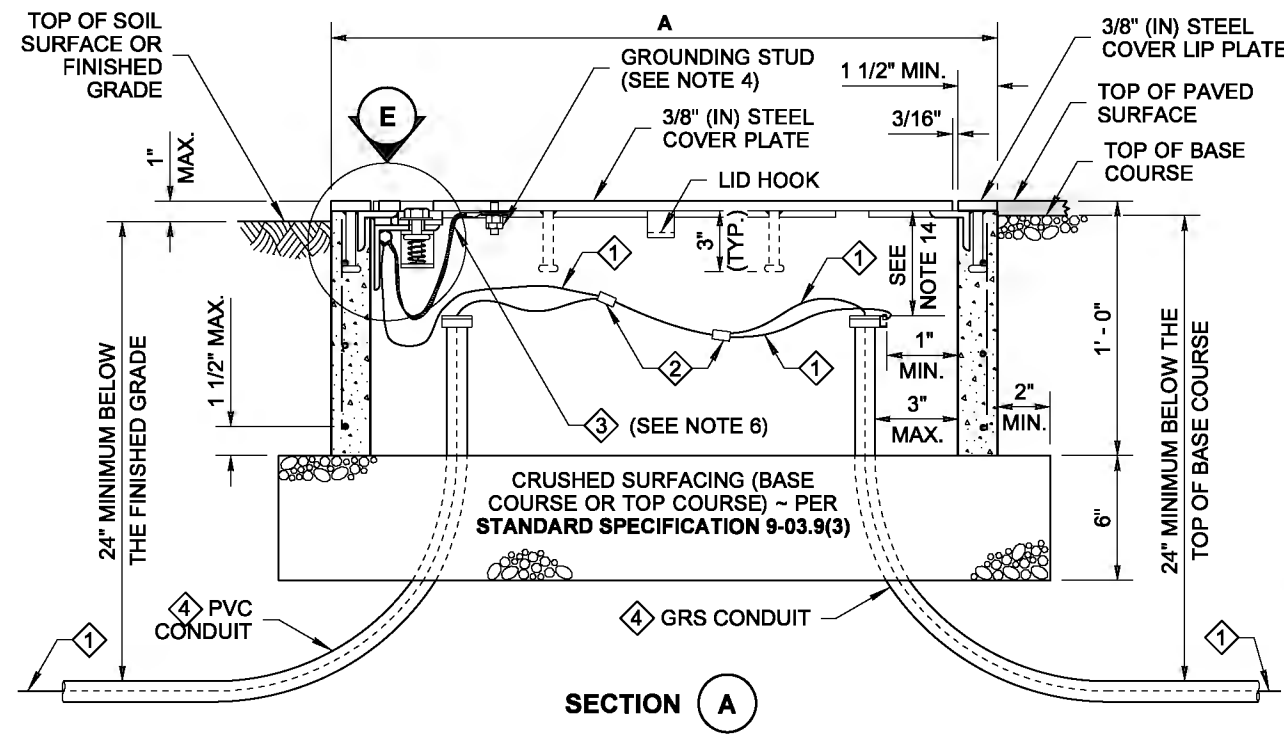
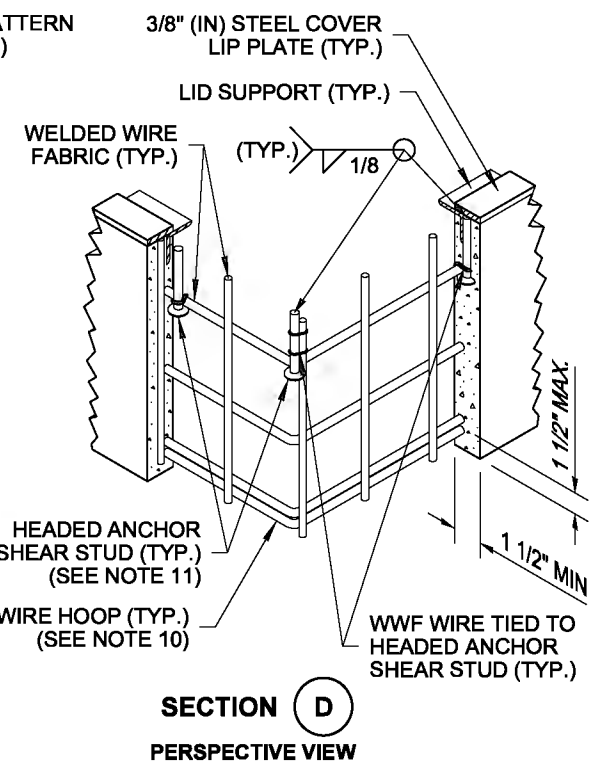
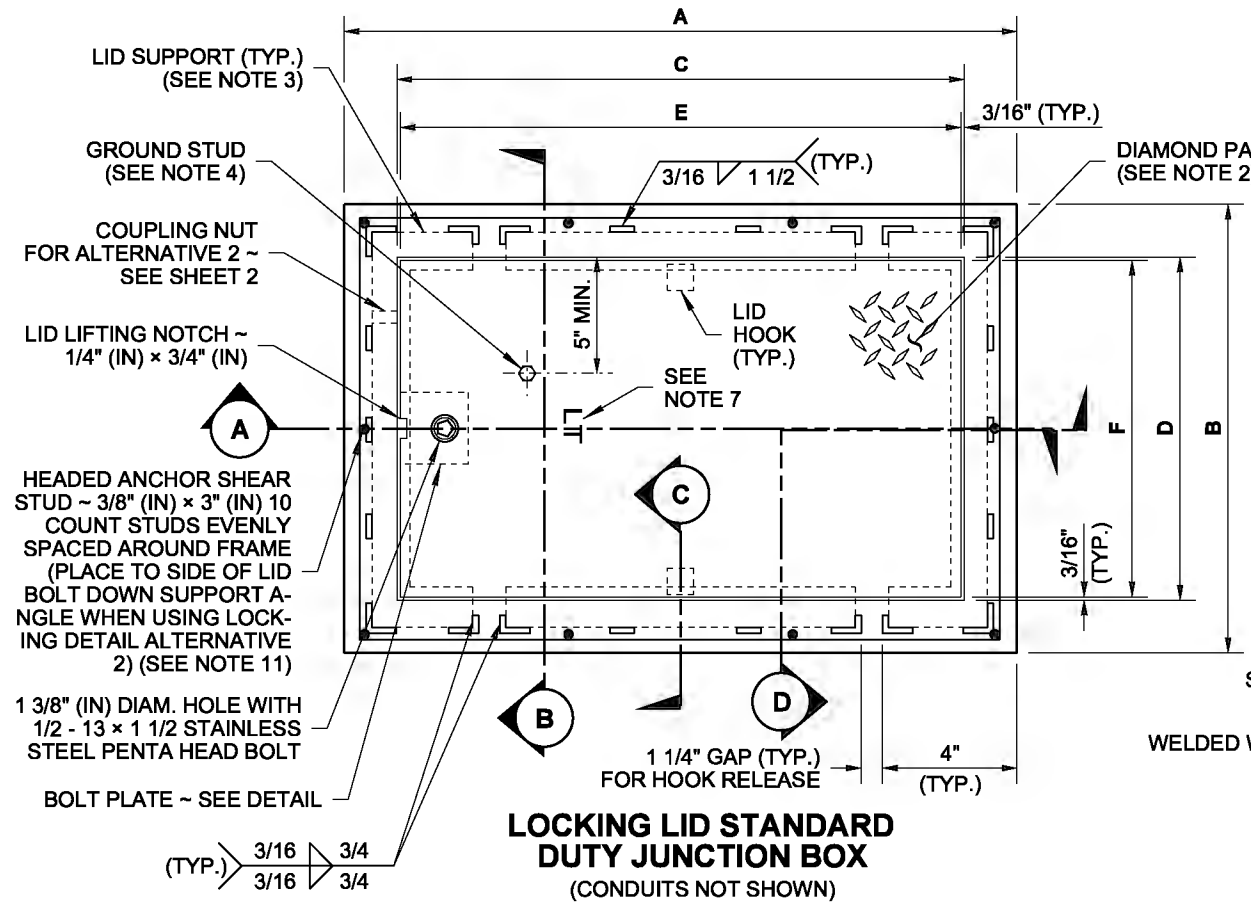
DRAWN BY: LISA CYFORD



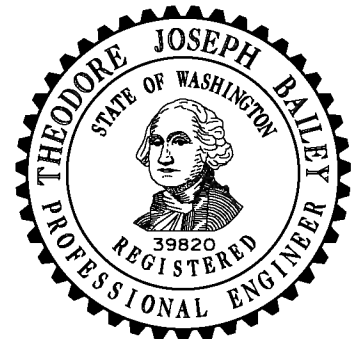
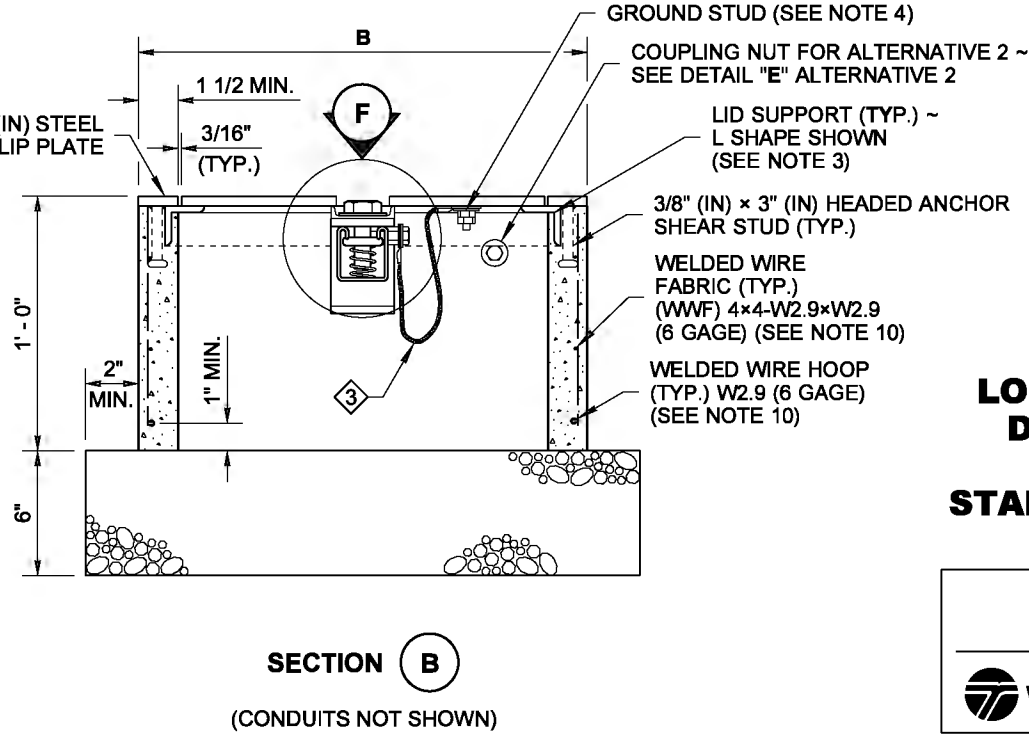
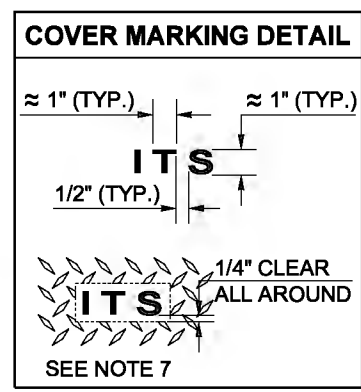
JUNCTION BOX DIMENSION TABLE			
MARK	ITEM	BOX TYPE	
		TYPE 1	TYPE 2
A	OUTSIDE LENGTH OF JUNCTION BOX	22"	33"
B	OUTSIDE WIDTH OF JUNCTION BOX	17"	22 1/2"
C	INSIDE LENGTH OF JUNCTION BOX	18" ~ 19"	28" ~ 29"
D	INSIDE WIDTH OF JUNCTION BOX	13" ~ 14"	17" ~ 18"
E	LID LENGTH	17 5/8"	28 5/8"
F	LID WIDTH	12 5/8"	18 1/8"
CAPACITY ~ CONDUIT DIAMETER		6"	12"

**NOTES**

- All box dimensions are approximate. Exact configurations vary among manufacturers.
- Minimum lid thickness shown. Junction Boxes installed in sidewalks, walkways, and shared-use paths shall have a slip-resistant coating on the lid and lip cover plate, and shall be installed with the surface flush with and matched to the grade of the sidewalk, walkway, or shared-use path. The non-slip lid shall be identified with permanent markings on the underside, indicating the type of surface treatment (see Contract Documents for details) and the year of manufacture. The permanent marking shall be 1/8" (in) line thickness formed with a mild steel weld bead and shall be placed prior to hot-dip galvanizing.
- Lid support members shall be 3/16" (in) minimum thick steel C, L, or T shape, welded to the frame.
- A 1/4-20 NC x 3/4" (in) stainless steel ground stud shall be welded to the bottom of the lid; include (2) stainless steel nuts and (2) stainless steel flat washers.
- Bolts and nuts shall be liberally coated with anti-seize compound.
- Equipment Bonding Jumper shall be # 8 AWG min. x 4' (ft) of tinned braided copper.
- The System Identification letters shall be 1/8" (in) line thickness formed with a mild steel weld bead. See Cover Marking detail. Grind off diamond pattern before forming letters. For System Identification details, see **Standard Specification 9-29.2(4)**.
- When required in the Contract, provide a 10" (in) x 27 1/2" (in), 10 gage divider plate, complete, with fasteners, in each Type 2 Junction Box where specified.
- When required in Contract, provide a 12" (in) deep extension for each Type 2 Junction Box where specified.
- See the **Standard Specifications** for alternative reinforcement and class of concrete.
- Headed Anchor Shear Studs must be welded to the Steel Cover Lip Plate and wire tied in two places to the vertical Welded Wire Fabric when in contact with each other. Wire tie all other Headed Anchor Shear Studs to the horizontal Welded Wire Fabric.
- Lid Bolt Down Attachment Tab provides a method of retrofitting by using a mechanical process in lieu of welding. Attachment Tab shown depicts a typical component arrangement; actual configurations of assembly will vary among manufacturers. See approved manufacturers' shop drawings for specifics.
- Unless otherwise noted in the plans or approved by the Engineer, Junction Boxes, Cable Vaults, and Pull Boxes shall not be placed within the sidewalks, walkways, shared use paths, traveled ways or paved shoulders. All Junction Boxes, Cable Vaults, and Pull Boxes placed within the traveled way or paved shoulders shall be Heavy-Duty.
- Distance between the top of the conduit and the bottom of the Junction Box lid shall be 6" (in) min. to 8" (in) max. for final grade of new construction only. See **Standard Specification 8-20.3(5)**. Where adjustments are to be made to existing Junction Boxes, or for interim construction stages during the contract, the limits shall be from 6" (in) min. to 10" (in) max. See **Standard Specification 8-20.3(6)**.

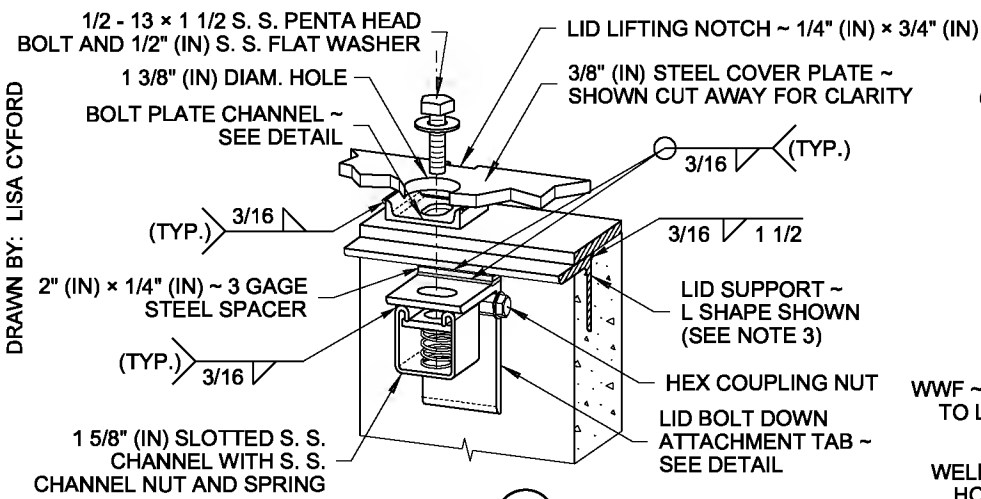


- ① Equipment Grounding Conductor
- ② Copper Solderless Crimp Connector
- ③ Equipment Bonding Jumper (See Note 6)
- ④ See Contract for conduit size and number



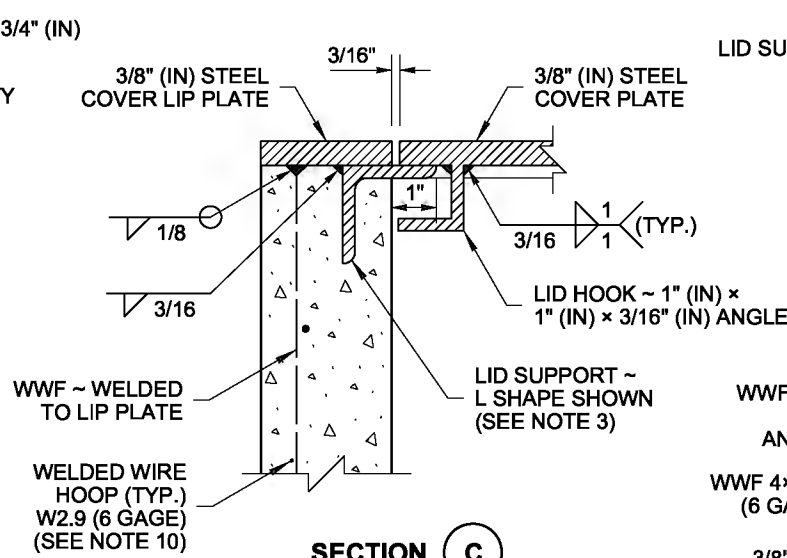
**LOCKING LID STANDARD DUTY JUNCTION BOX  
TYPES 1 & 2  
STANDARD PLAN J-40.10-04**

DRAWN BY: LISA CYFORD

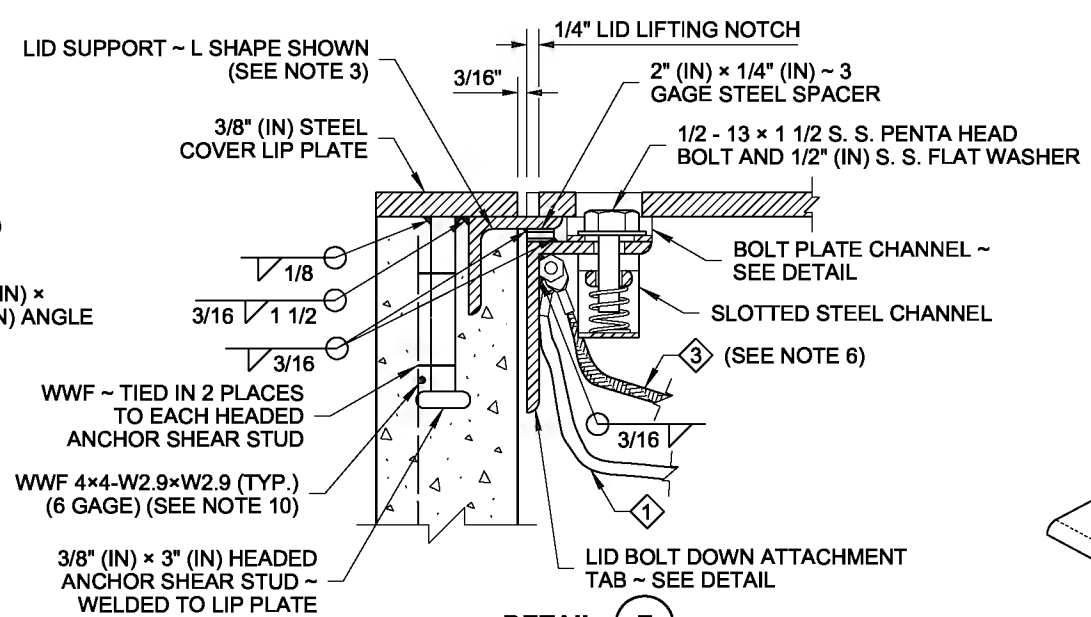


DETAIL F

ALTERNATIVE 1 SHOWN PERSPECTIVE VIEW

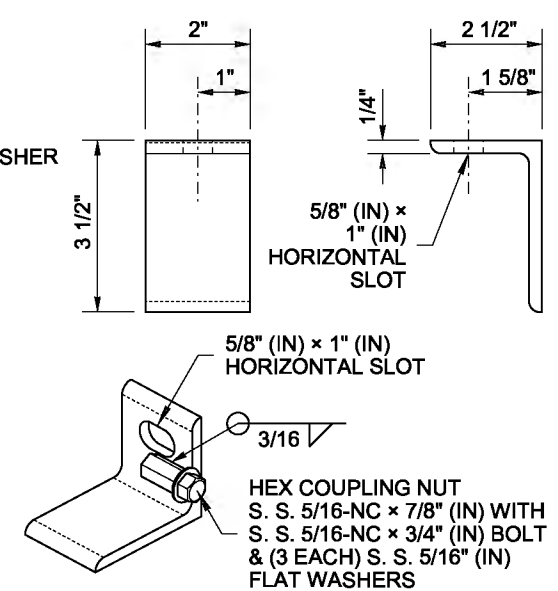


SECTION C

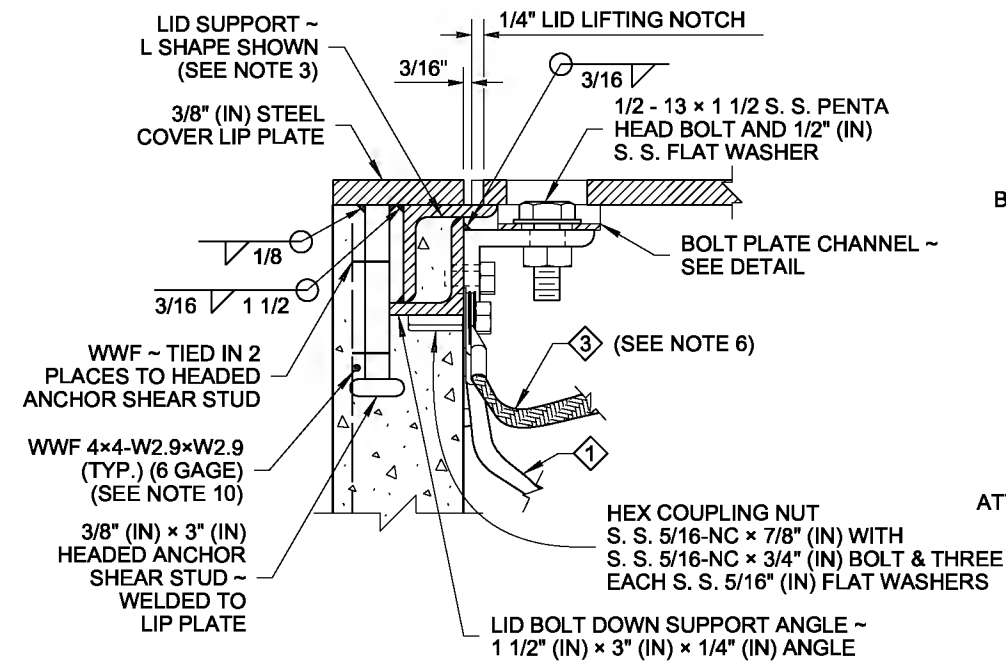


DETAIL E

ALTERNATIVE 1 SHOWN

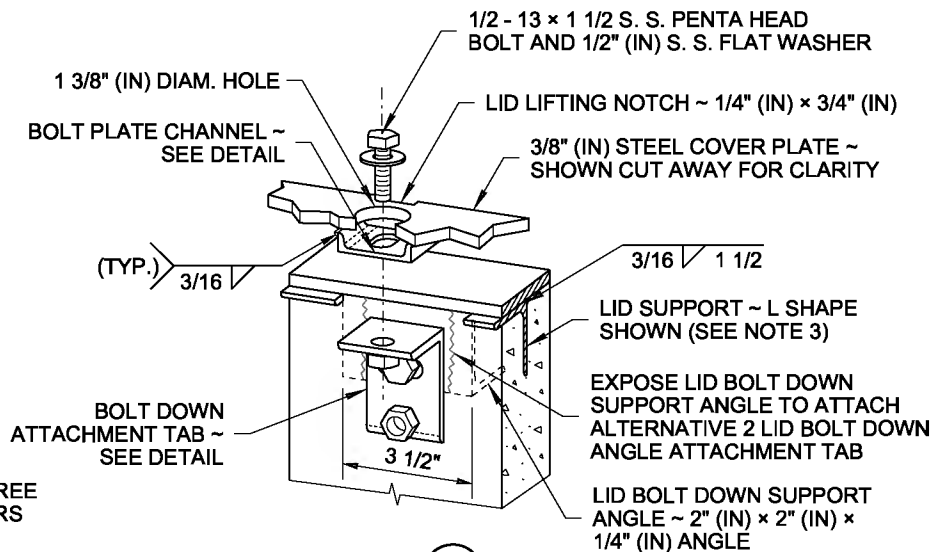


ALTERNATIVE 1 LID BOLT DOWN ATTACHMENT TAB (SEE NOTE 12)



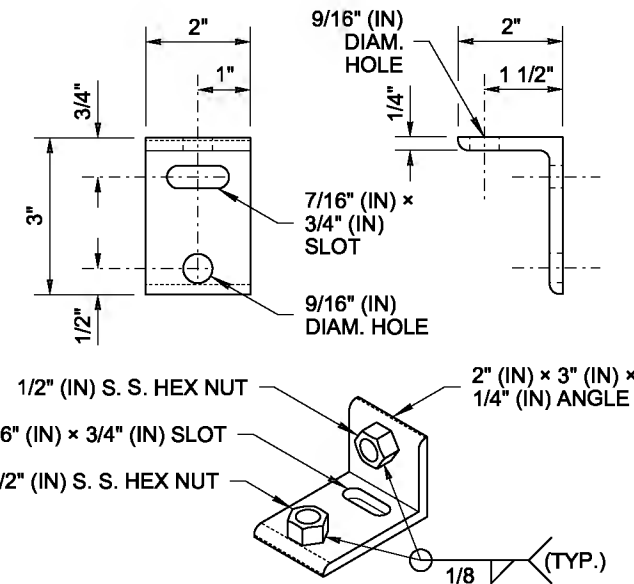
DETAIL E

ALTERNATIVE 2 SHOWN

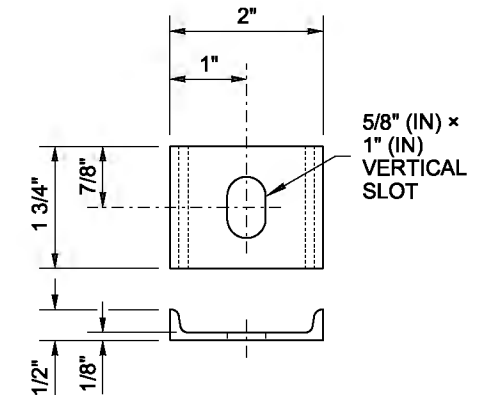


DETAIL F

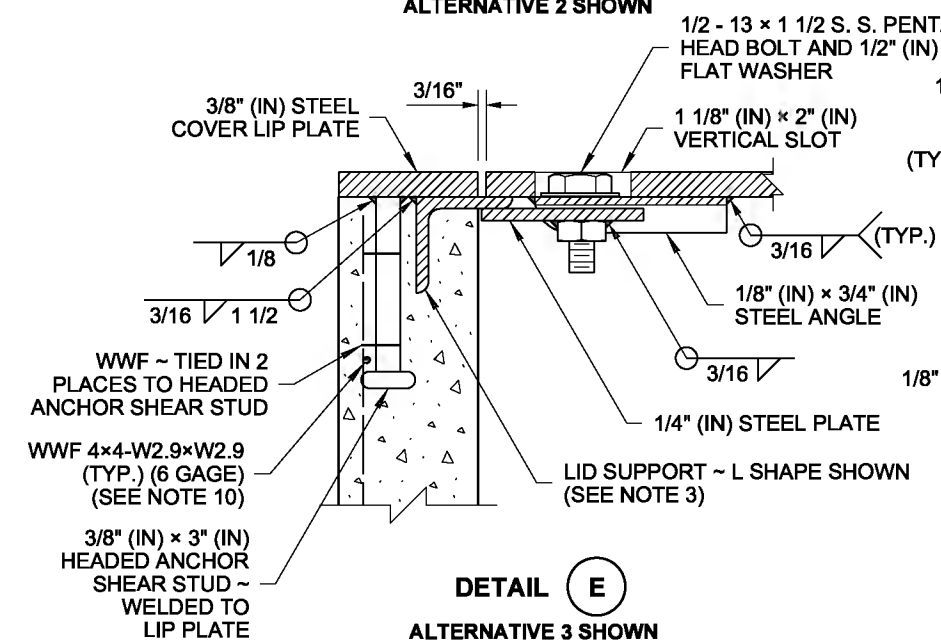
ALTERNATIVE 2 SHOWN PERSPECTIVE VIEW



ALTERNATIVE 2 LID BOLT DOWN ATTACHMENT TAB (SEE NOTE 12)

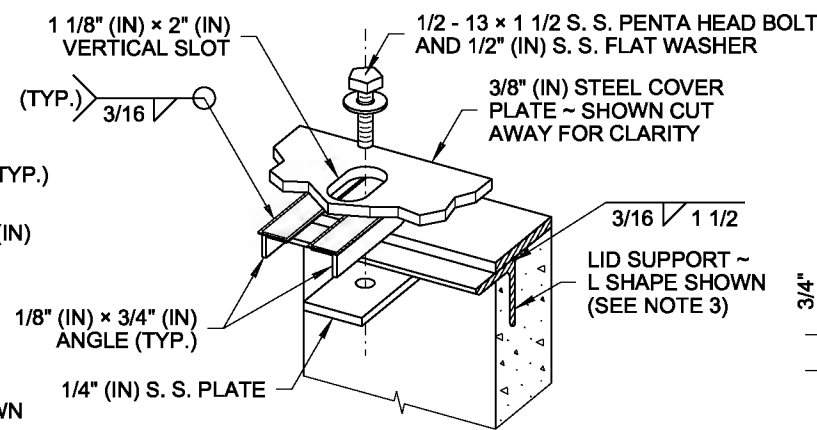


BOLT PLATE CHANNEL



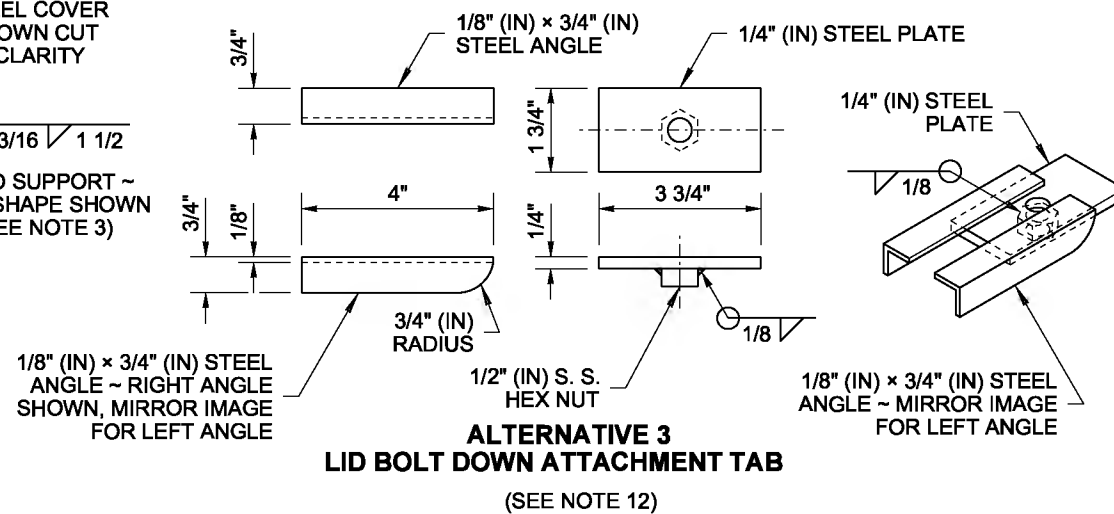
DETAIL E

ALTERNATIVE 3 SHOWN

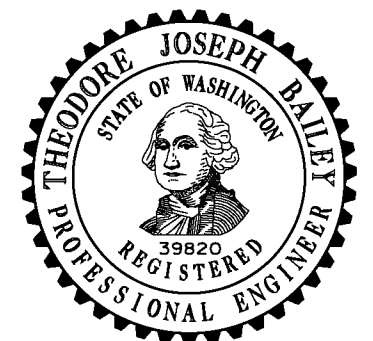


DETAIL F

ALTERNATIVE 3 SHOWN PERSPECTIVE VIEW



ALTERNATIVE 3 LID BOLT DOWN ATTACHMENT TAB (SEE NOTE 12)



**LOCKING LID STANDARD DUTY JUNCTION BOX TYPES 1 & 2 STANDARD PLAN J-40.10-04**

SHEET 2 OF 2 SHEETS

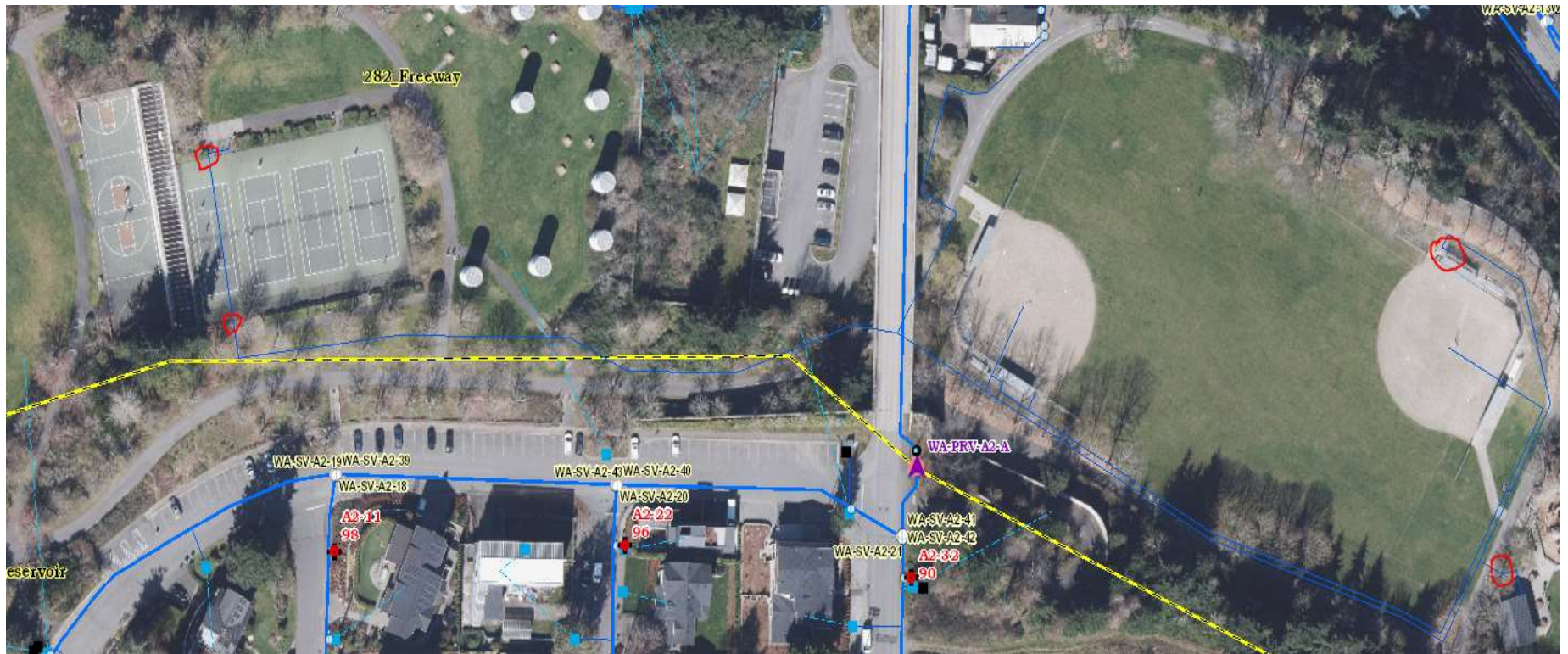
APPROVED FOR PUBLICATION





# Aubrey Davis Park Water Line Location

FOR REFERENCE ONLY



## **APPENDIX B**

# **Landscape and Irrigation Maintenance Plan**



# **APPENDIX C**

## **City of Mercer Island General Terms and Conditions**

**CITY OF MERCER ISLAND  
GENERAL TERMS AND CONDITIONS  
MAY 2020 EDITION  
TABLE OF CONTENTS**

<b>Article 1: GENERAL PROVISIONS .....</b>	<b>1</b>
1.1 Definitions .....	1
1.2 Intent and Interpretation of the Documents.....	4
1.3 Clarification of Drawings and Detail Drawings .....	5
<b>Article 2: CITY .....</b>	<b>5</b>
2.1 Authority .....	5
2.2 Information Supplied by City .....	6
2.3 Work by City or Separate Contractors .....	6
<b>Article 3: CONTRACTOR.....</b>	<b>6</b>
3.1 Contractor Representations .....	6
3.2 General Duties .....	7
3.3 Duty to Inspect Contract Documents .....	7
3.4 Contractor’s Supervision and Employees .....	8
3.5 Subcontractors and Suppliers .....	8
3.6 Schedule of Working Hours .....	9
3.7 Record Documents.....	9
3.8 Cost Records.....	10
3.9 Maintenance and Inspection of Documents .....	10
3.10 Maintenance and Site Cleanup .....	12
3.11 Protection of Existing Structures, Equipment, Vegetation, Utilities, and Improvements .....	13
3.12 Permits, Laws, Regulations and Taxes.....	13
3.13 Patents and Royalties.....	14
3.14 Contractor’s Certification .....	14
3.15 Deviation from Contract .....	15
3.16 Operations, Material Handling, and Storage Areas .....	15
3.17 Contractor’s Overall Responsibility For Protection of Work, Property, and Persons.....	15
3.18 Protection of Persons.....	16
3.19 Safety Program .....	16
3.20 Archaeological and Historical Preservation.....	17
3.21 Water Pollution Control Requirements.....	17
3.22 Easements.....	17
3.23 Title VI Compliance and Assurance .....	17
<b>Article 4: ADMINISTRATION OF THE CONTRACT .....</b>	<b>18</b>
4.1 Time of Essence.....	18
4.2 Work Progress .....	18
4.3 Schedule of Values .....	18
4.4 Project Schedule .....	19
4.5 Submittals.....	20
4.6 Requests for Information .....	21
4.7 Tests, Inspections, and Access to the Work.....	22
4.8 Correction of Work or Damaged Property .....	23
4.9 Substitution of Products & Processes.....	23
4.10 Increased or Decreased Quantities .....	24
<b>Article 5: CHANGES TO THE CONTRACT .....</b>	<b>25</b>
5.1 General.....	25
5.2 Contractor’s Request for a Change Order .....	26
5.3 Differing Site Conditions.....	27
5.4 Suspension of Work.....	28
5.5 Force Majeure .....	29
5.6 Change Orders.....	29

5.7	City Request for a Change Proposal.....	30
<b>Article 6: TIME AND PRICE ADJUSTMENTS .....</b>		<b>30</b>
6.1	Change in the Contract Time .....	30
6.2	Change in the Contract Price .....	31
6.3	Method to Calculate Adjustments to Contract Price .....	33
6.4	Allowable Costs .....	35
<b>Article 7: PAYMENT AND COMPLETION .....</b>		<b>37</b>
7.1	Applications for Payment .....	37
7.2	Payments .....	38
7.3	Payment Withheld.....	38
7.4	Title .....	39
7.5	Substantial Completion .....	39
7.6	Final Inspection .....	40
7.7	Requirements for Final Application For Payment.....	40
7.8	Completion/Final Acceptance .....	40
7.9	Warranty and Guaranty.....	41
7.10	Prior Occupation .....	41
<b>Article 8: TERMINATION .....</b>		<b>42</b>
8.1	City's Right to Terminate Contract .....	42
8.2	City's Right to Stop the Work for Cause .....	44
<b>Article 9: CLAIMS AND LITIGATION .....</b>		<b>44</b>
9.1	Contractor Claims .....	44
9.2	Contractor's Burden of Proof on Claim .....	46
9.3	Litigation .....	46
<b>Article 10: MISCELLANEOUS.....</b>		<b>46</b>
10.1	Compensation, Wages, Benefits and Taxes.....	46
10.2	Prevailing Wages .....	47
10.3	Successors and Assigns.....	47
10.4	Third Party Agreements .....	47
10.5	Nonwaiver of Breach.....	47
10.6	Notice to City of Labor Disputes.....	47
10.7	Headings .....	47
10.8	Choice of Law.....	47
10.9	Severability.....	48

## ARTICLE 1: GENERAL PROVISIONS

### 1.1 DEFINITIONS

- A. **“Addendum”** or **“Addenda.”** Alteration or clarification of the plans or specifications provided to bidders by City prior to bid time, which becomes part of the Contract Documents when the Contract is executed.
- B. **“Claim.”** A written demand by the Contractor seeking (1) a change to Contract Price; (2) a change of Contract Time; (3) a payment of money or damages; and/or, (4) any other relief arising out of or relating to this Contract.
- C. **“Change Order.”** A written instrument designated to be a Change Order which alters the Contract, and identifies the following: (1) a change in the Work; (2) a change in Contract Price; and/or (3) a change in Contract Time.
- D. **“Change Proposal.”** A document prepared by the Contractor at the request of City, which proposes changes to the Work and/or changes to the Contract Price and/or Contract Time. City initiates all requests for Change Proposals.
- E. The **“Contract”** or **“Contract Documents.”** The entire integrated agreement between City and the Contractor for the performance of the Work in accordance with the Contract Documents. The Contract Documents include the following:
  - 1. The signed Agreement between City and Contractor (the “Public Works Contract”);
  - 2. The Contractor’s completed Bid Form;
  - 3. The City’s General Terms and Conditions (May 2020 ed.);
  - 4. Any Supplemental or Special Conditions.
  - 5. Technical Specifications;
  - 6. Drawings;
  - 7. Addenda; and
  - 8. Any Change Orders.
- F. **“Contract Execution.”** occurs when City Manager or his/her designee signs the Contract, which shall only occur after the Contractor signs the Contract.
- G. **“Contract Price”** means the total amount payable by City to the Contractor for performance of the Work in accordance with the Contract.
- H. **“Contract Time.”** The number of days or the specific date set forth in the Contract to achieve Substantial Completion of the Work.
- I. **“Contract Work”** or **“Work.”** The labor, supervision, materials, equipment, supplies, services, other items, and requirements of the Contract necessary for the execution, completion and performance of all requirements of the Contract by the Contractor to the satisfaction of City.
- J. **“Contractor.”** The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with City to do the Contract Work.



- K. **“Critical Path.”** The longest, continuous sequence of interrelated activities that begins at the start of the Project (Notice to Proceed) and extends to Substantial Completion of the Project. These activities are critical because delay to an activity on this path will extend Contract Time.
- L. **“Day.”** A calendar day, unless otherwise specified.
- M. **“Differing Site Conditions.”** (1) Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents (Type I), or (2) Unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in the construction activities of the character provided for in the Contract (Type II).
- N. **“Engineer.”** The City representative who administers the Contract for the City.
- O. **“Final Acceptance.”** Written acceptance of the Project by City.
- P. **“Force Majeure.”** An event that is unforeseeable at the time of Contract Execution and that is beyond the reasonable control of the Contractor and City and includes:
1. Natural Disaster declared by Governor of Washington or President of the United States, including but not limited to earthquakes;
  2. Acts or omissions of any government entity acting within its governmental capacity;
  3. Fire and/or flood for which the Contractor or its Subcontractors is not responsible;
  4. Quarantine or epidemic;
  5. Strike or defensive lockout;
  6. Unusually Severe Weather Conditions; and
  7. Acts of terrorism.
- Q. **“Hazardous Material.”** Any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable material, explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated, or penalized by any and all federal, state, City, or municipal statutes or laws and regulations promulgated thereunder, now or at any time hereafter in effect, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U. S. C. §§ 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U. S. C. §§ 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U. S. C. §§ 6901, *et seq.*), the Federal Water Pollution Control Act (33 U. S. C. §§ 1251, *et seq.*), the Clean Air Act (42 U. S. C. §§ 7401, *et seq.*), the Toxic Substances Control Act, as amended (15 U. S. C. §§ 2601, *et seq.*), the Occupational Safety and Health Act (29 U. S. C. §§ 651, *et seq.*, and the Model Toxics Control Act (RCW 70.105), or similar state or local statute or code), as the laws have been amended and supplemented.
- R. **“City”** or **“Owner”** may be used interchangeably and refer to the City of Mercer Island.

- S. **“Notice.”** A written document issued by the Engineer or Contractor’s Representative which is submitted to the other party and delivered by:
1. Depositing in the U. S. Mail (or other method of commercial express mail), which notice shall be effective on the date of receipt;
  2. Service on the Parties’ representative or at the Contractor’s home office or field office, which notice shall be effective on the date of service; or,
  3. Facsimile to the Parties’ representative or Contractor’s home office or field office, which notice shall be effective upon receipt.
- T. **“Notice To Proceed.”** A written directive issued by City authorizing the Contractor to perform some or all of the Work.
- U. **“Overhead.”** Charges that may be incurred or allocated in support of the Contract but are not part of the cost of directly performing the physical Contract construction activity. Overhead includes Site or Field Overhead and Home Office Overhead.
1. **Site or Field Office Overhead**  
 Site or Field Overhead costs are typically those costs that are related to, but are not limited to supervision, including general foremen and their supervisors, planners, schedulers, engineers, managers, etc. and the direct payroll costs of their project-related service, clerical salaries and their direct payroll costs, the costs of all vehicles, travel, meal and lodging costs associated with those personnel, Site or Field office and utility expense, expenses associated with all regulatory compliance, Hand and Other Small Tools provided by the Contractor for the use of its forces, all expendable supplies, and all other items incidental to or integral in supporting the physical completion of the Work.
  2. **Home Office Overhead**  
 Home office Overhead costs are typically those that include all general office expenses. Such costs include, but are not limited to those associated with officer and office salaries and related payroll taxes and benefits, costs of office occupancy and maintenance, all supporting services (such as utilities, office machines computers, and related items and support) related to the home office function, business taxes and licenses, and all such other costs necessary to operate the business entity. Home office overhead includes unabsorbed home office overhead.
  3. In addition to the above, whether treated as Site or Field Overhead or as Home Office Overhead, costs of any and all bonds, insurance(s), and taxes associated with this Contract are to be considered as Overhead. All items as those identified above are to be treated as Overhead for this purpose regardless of how the Contractor chooses to account for them in its books of account.
  4. Under no circumstances shall City pay the Contractor for direct or allocated costs or charges for officer bonus and profit sharing, project personnel bonuses, charitable contributions, income taxes, or any costs relating to illegal activity.
- V. **“Parties.”** The Contractor and City.
- W. **“Project.”** All activity relative to this Contract including activity of the Contractor, its Subcontractors, and City.

- X. **“Request for Change Order.”** A document, designated as a Request for a Change Order, prepared by the Contractor requesting either (1) a change in Contract Price; (2) a change in Contract Time; (3) a change in t Work; (4) a payment of money or damages; and/or, (5) any other relief arising out of or relating to this Contract.
- Y. **“Request for Information.”** A request from the Contractor to City seeking an interpretation or a clarification of some requirement of the Contract Documents.
- Z. **“Site” or “Project Site.”** The location, at which construction, equipment or services furnished by the Contractor under the Contract will be performed, completed and/or delivered.
- AA. **“Subcontractor.”** An individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Contract. When City refers to Subcontractor(s) in this document, for purposes of this document and unless otherwise stated herein, the term Subcontractor(s) includes, at every level and/or tier, all subcontractors and subconsultants.
- BB. **“Supplier(s).”** Any person or firm who is not performing work or supplying labor on Site and is engaged in the business of supplying a manufactured product or resource to City, Contractor, or Subcontractors. The term Suppliers includes materialmen, manufacturers, and fabricators.
- CC. **“Substantial Completion.”** That stage in the progress of the Work where:
  1. City has full and unrestricted use and benefit of the Project for the purpose intended;
  2. All the systems and parts of the Contract Work are functional;
  3. Utilities are connected and operate normally;
  4. Only minor incidental work or correction or repair remains to complete all Contract requirements; and
  5. The City has received all certificates of occupancy and any other permits, approvals, licenses and other documents from any governmental authority with jurisdiction necessary for beneficial occupancy of the project.

## 1.2 INTENT AND INTERPRETATION OF THE DOCUMENTS

- A. The Contract Documents constitute the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.
- B. The Contract Documents shall not be construed to create a contractual relationship between any parties other than City and the Contractor. No contract between City and a third party shall be construed to create any duty on the part of City or such third party to the Contractor. The Contractor is not an intended or incidental beneficiary of any promises made in City’s contract with a third party, if any.
- C. The Contract Documents are intended to be complementary. What is required by one part of the Contract shall be as binding as if required by all. Should any conflict or inconsistency be found in the Contract Documents, the provision imposing the more expensive duty or obligation on the Contractor shall take precedence.

- D. The words “similar,” “typical” (or other equivalents) shall mean nearly corresponding or having a likeness. Such words shall not be construed to mean that all parts of the Work referred to are identical or substantially identical, or that such elements of the Work are connected identically or substantially identically to the rest of the Work. The Contractor has the responsibility to determine all details of the Work in relation to their location and connection to other parts of the Work. The singular includes the plural and vice versa. Male includes female and vice versa.
- E. The organization of the specifications into divisions, provisions and articles and the organization of the drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

### **1.3 CLARIFICATION OF DRAWINGS AND DETAIL DRAWINGS**

- A. Where on any drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply also to other similar portions of the Work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall apply to all other similar parts of the Work, unless otherwise indicated.
- B. With regard to drawings the following shall apply:
  - 1. Written dimensions shall be followed; drawings may not be to scale.
  - 2. Figure dimensions on drawings shall govern over scale dimensions; and detail drawings shall govern over general drawings.

## **ARTICLE 2: CITY**

### **2.1 AUTHORITY**

- A. Unless City, in writing, indicates otherwise, the authority to (1) commit to or bind City to any Change Orders or change in the Work, Contract Price and/or Contract Time; or (2) sign the Contract or Change Orders rests solely in the City Manager or his or her designee.
- B. The Engineer shall have the authority to administer the Contract. Administration of the Contract by the Engineer includes but is not limited to:
  - 1. Receiving all correspondence and information from the Contractor;
  - 2. Issuing request for Change Proposals;
  - 3. Responding to Requests For Information;
  - 4. Reviewing the schedule of values, project schedules, submittals, testing and inspection reports, substitution requests, and other documentation submitted by the Contractor;
  - 5. Negotiating Change Proposals and Change Orders;
  - 6. Recommending Change Orders for approval by the City Manager or its designee;
  - 7. Issuing decisions with respect to Requests for Change Orders and Claims;
  - 8. Processing payment requests submitted by the Contractor, and recommending payment;

9. Monitoring the quality of the Work, rejecting noncompliant Work, and recommending acceptance of the Work;
  10. Transmitting executed Change Orders, amendments, and other Contract correspondence to the Contractor; and
  11. Performing all other contract administrative functions.
- C. All correspondence, questions, and/or documentation shall be submitted to the Engineer.
- D. The Engineer may designate representatives to perform functions under the Contract, such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical or administrative nature.

## **2.2 INFORMATION SUPPLIED BY CITY**

- A. Unless otherwise specifically provided in the Contract, surveys and site information provided by City are intended to describe the general physical characteristics of the Site. City does not represent that this information is complete or sufficient for the Contractor's performance of the Work.
- B. City shall furnish to the Contractor a copy of the Contract Documents. The Contractor shall pay City for any additional copies of Contract Documents.

## **2.3 WORK BY CITY OR SEPARATE CONTRACTORS**

City reserves the right to perform work not included in the Contract or to let other contracts in connection with this Project. The Contractor shall coordinate its Work with City and other City contractors and, at City's request, participate in meetings for the purpose of coordinating the Contractor's construction schedule with those of other contractors at no additional cost to City.

# **ARTICLE 3: CONTRACTOR**

## **3.1 CONTRACTOR REPRESENTATIONS**

The Contractor makes the following representations to City:

- A. Before submission of its bid, the Contractor has:
1. Carefully reviewed the Contract Documents, and visited and examined the Site;
  2. Become familiar with the general and local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of Contract Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and reasonably ascertainable subsurface conditions and other matters that may be encountered at the Site or affect performance of the Work or the cost or difficulty thereof;
  3. Become familiar with and satisfied itself as to the conditions bearing upon transportation, disposal, handling, and storage of materials; and
  4. Become familiar with and satisfied itself as to the availability of labor, water, electric power, and roads; and the uncertainties of access, traffic, parking and weather. Any failure of the Contractor to take the action described in this provision (3.0) or elsewhere in the Contract Documents will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of

successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to City.

- B. The Contract Price is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work as represented by the Contract, site visit, and the general conditions (including but not limited to weather, site, soil) known or reasonably anticipated for the Site.

### **3.2 GENERAL DUTIES**

- A. The Contractor shall give sufficient supervision to the Work, using its best skill and attention. The Contractor is on notice that City will be relying on the accuracy, competence and completeness of the Work. The Contractor shall supervise and be solely responsible for the proper performance of the Work in accordance with the Contract, including the construction means, methods, techniques, sequences, procedures, and for coordination of all portions of the Work.
- B. Unless specified elsewhere in the Contract, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction machinery, utilities, transportation, and other facilities and services (including federal and state tax, industrial insurance, social security liability and all other applicable taxes) necessary for the proper execution and completion of the Work.
- C. The Contractor shall also provide sufficient staffing and supervision to process Requests for Information, Change Proposals, Submittals, Change Orders, close out documentation, and to perform all other requirements of the Contract and all Work.
- D. The Contractor shall lay out its Work from baselines and benchmarks indicated in the Contract, if any, and shall be responsible for the accuracy of all field measurements and surveys used in the lay out.

### **3.3 DUTY TO INSPECT CONTRACT DOCUMENTS**

- A. The Contractor shall carefully study and compare all Contract Documents and check the conditions, dimensions, and instructions as stated therein. Contractor will not be required to provide professional services which constitute the practice of architecture and engineering except to the extent provided for in the technical specifications and drawings.
- B. The Contractor shall immediately notify City in writing of any:
  - 1. Error, inconsistency, or omission in the Contract Documents that a reasonable contractor knew or through the exercise of reasonable diligence should have discovered under the same and similar circumstances;
  - 2. Requirement in the Contract Documents that conflict with any local, state, and federal laws, regulations and/or permits, licenses, and easement conditions that a reasonable contractor knew or through the exercise of reasonable diligence should have discovered under the same and similar circumstances.
- C. The Contractor should not proceed with the work in question until the Contractor receives written direction from the Engineer.
- D. If the Contractor proceeds with the work in question without written direction from the Engineer, the Contractor shall be responsible for any costs or damages associated with:

1. Fines or penalties;
2. Demolition, tear out, removal, cleanup, remediation, or fixing the work in question; and
3. Delay, disruption, and loss of productivity.

### **3.4 CONTRACTOR'S SUPERVISION AND EMPLOYEES**

- A. Contractor shall provide qualified and competent people to administer the contract and perform all the Work.
- B. During performance of the Work the Contractor shall have supervisory personnel on-site and available to administer, manage and coordinate the Work. City shall not be responsible for the acts or omissions of the supervisory personnel or their assistants.
- C. The Contractor shall at all times enforce good order among all persons furnishing labor or materials on-site and shall only employ workers skilled in the work assigned. If requested by the Project Representative, Contractor shall provide the Project Representative with copies of licenses, registrations, and certifications.
  1. City shall have the right to require the Contractor to remove personnel from the Site that do not have the appropriate qualifications and experience to meet or uphold the requirements of the Contract. City shall also have the right to order the Contractor to replace personnel who demonstrate unprofessional behavior.
  2. Failure by City to require removal of any Contractor personnel shall not be deemed an admission that any such personnel are satisfactory, nor shall such failure relieve the Contractor from any contractual responsibility.

### **3.5 SUBCONTRACTORS AND SUPPLIERS**

- A. This Contract is between City and the Contractor.
  1. The Contractor's subcontracting shall not create a contract between City and the Subcontractor and Suppliers. Subcontractors and Suppliers are not intended as incidental third party beneficiaries to the Contract. The Subcontractor and Suppliers shall have no rights against City by reason of their agreements with the Contractor.
  2. The Contractor is responsible for performing all work required by the Contract. The Contract has not been written with the intent of, and City shall not be a party to, defining the division of work between the Contractor and its Subcontractors and Suppliers.
- B. **Selection of Subcontractors and Suppliers**
  1. Subcontractors and Suppliers shall be properly licensed, registered or certified, as applicable, and capable to perform the assigned work.
  2. If requested by City, the Contractor shall provide documentation that the proposed Subcontractors and Suppliers have adequate experience and skill.
  3. The Contractor shall require each Subcontractor and Supplier to comply with all provisions of this Contract. At the request of Subcontractors or Suppliers, Contractor shall make available for copying all Contract Documents.

### **C. Responsibility for Work of Subcontractors and Suppliers**

The Contractor shall be responsible for the acts and omissions of Subcontractors and Suppliers. The Contractor shall also be responsible for the suitability of any materials, components, equipment or supplies furnished by a Subcontractor and/or Supplier irrespective of whether such were designated or approved by City.

### **3.6 SCHEDULE OF WORKING HOURS**

- A. As specified in the Contract, the Contractor shall submit a schedule of working hours, including overtime to City for acceptance. This schedule shall comply with all Contract requirements. Except as permitted elsewhere in the Contract Documents or in the case of an emergency, all Work at the Site shall be performed between the hours of 7am and 6 pm Monday through Friday.
- B. The schedule of working hours accepted by City shall be the only schedule used by the Contractor during performance of the Contract, unless amended to maintain Work progress.
- C. The Contractor shall provide 48 hours advance written Notice of any intent to work outside of approved working hours. Any work at the Site performed outside approved working hours shall be performed without additional expense to City, except as otherwise provided in the Contract Documents. Contractor shall comply with Mercer Island Code Section 8.24.020 (Q) which prohibits construction related noise outside designated hours except in cases of emergency or demonstrated necessity.

### **3.7 RECORD DOCUMENTS**

- A. The Contractor shall maintain an accurate, readable, and orderly set of drawings and specifications, updated as the job progresses to show all approved changes, options, alternates, and all actual deviations from the original Contract Documents. This set of drawings and specifications shall be the Record Documents.
  - 1. The Record Documents shall be maintained in hard copy.
  - 2. In addition to all approved changes, options, alternates, and all actual deviations from the original Contract Documents, the Record Documents shall be marked as follows:
    - a. Record all materials used where options, alternates and/or change orders were indicated, specified and/or authorized;
    - b. Accurate measurements referenced as required by the technical specifications shall be recorded to show the exact location and changes in direction of all underground services and utilities, as well as their depth below finished grade; and
    - c. Record all other requirements as specified in the Technical Specifications.
- B. The Record Documents shall be kept up-to-date and be available for review by City at all times, including but not limited to at each job progress meeting. Failure to have the record set up-to-date shall be sufficient reason for City to withhold payment in accordance with paragraph 7.2, *Payments Withheld*, until all such information is recorded.



- C. Record Documents may be used to assist City to verify the appropriate progress payment.
- D. Neither Final Acceptance nor Final Payment will be issued until a complete set of Record Documents is submitted and the Engineer is satisfied as to its quality and accuracy.

### **3.8 COST RECORDS**

- A. The Contractor, Subcontractors, and Suppliers shall maintain Project cost records by cost codes and shall segregate and separately record at the time incurred all costs (1) directly associated with each work activity and (2) directly or indirectly resulting from any event or condition for which the Contractor seeks an adjustment in the Contract Price, Contract Time, and/or damages.
  - 1. Any costs claimed to result from any such event or condition, including, but not limited to, delay and impact costs, acceleration costs, loss of productivity or efficiency, and increased or extended overhead shall be recorded at the time incurred and be fairly and reasonably allocated to each such event or condition and to other causes of such costs.
  - 2. City shall be provided with a detailed description of all such costs and the basis of allocation. The Contractor, Subcontractors, and Suppliers shall maintain a monthly summary of all costs and shall make all underlying cost records and monthly summary of costs available for review, inspection, and copying by City upon request.
  - 3. Any work performed for which the Contractor intends to seek an adjustment in Contract Price and/or Contract Time shall be recorded on the same day the work is performed and kept separate so as to distinguish it from Contract Work.
- B. In addition to the requirements set forth in Article 5, *Changes to the Contract*, and Article 6, *Time and Price Adjustments*, the Contractor shall be entitled to extra compensation for an event or condition and/or the recovery of damages only to the extent that the Project cost records are kept in full compliance with all Contract requirements and the cost allocations support entitlement to such compensation.

### **3.9 MAINTENANCE AND INSPECTION OF DOCUMENTS**

- A. All Contractor's, Subcontractors', and Suppliers' documents and records relating to the Contract shall be open to inspection, audit, and/or copying by City or its designee:
  - 1. During the Contract Time; and
  - 2. For a period of not less than six years after the date of Final Acceptance of the Contract ("Preservation Period"); or if any Claim, audit or litigation arising out of, in connection with, or related to this Contract is initiated, all documents shall be retained until such Claim, audit or litigation involving the records is resolved or completed, whichever occurs later.
- B. The Contractor shall also guarantee that all Subcontractor and Supplier documents shall be retained and open to similar inspection, audit and/or copying during the Contract Time and also the Preservation Period. The Contractor, Subcontractor, and Supplier shall use its best efforts to cooperate with the inspection, auditing, and/or copying.

- C. Inspection, audit, and/or copying of all documents described herein, may be performed by City or its designee at any time with not less than seven (7) days' Notice. Provided however, if an audit or inspection is to be commenced more than sixty (60) days after the Final Acceptance date of the Contract, the Contractor will be given twenty (20) days' Notice of the date of the audit.
- D. The Contractor, Subcontractors, and Suppliers shall provide adequate facilities, acceptable to City, for inspection, auditing, and/or copying during normal business hours.
- E. If the Contractor is formally dissolved, assigns or otherwise divests itself of its legal capacity under this Contract, then it shall immediately notify City and preserve such records, at its expense, as directed by City.
- F. The Contractor, Subcontractor, and Supplier, shall be subject to audit at any time with respect to this Contract. Failure to maintain and retain sufficient records to allow City to verify all costs or damages or failure to permit City access to the books and records shall constitute a waiver of the rights of the Contractor Subcontractor and Supplier to Claim or be compensated for any damages, additional time or money under this Contract.
- G. At a minimum, the following documents, including the machine readable electronic versions, shall be available for inspection, audits, and/or copying:
  - 1. Daily time sheets and all daily reports, Supervisor's reports, and inspection reports;
  - 2. Collective bargaining agreements;
  - 3. Insurance, welfare, and benefits records;
  - 4. Payroll registers;
  - 5. Earnings records;
  - 6. All tax forms, including payroll taxes;
  - 7. Material invoices and requisitions;
  - 8. Material cost distribution worksheet;
  - 9. Equipment records (list of Contractor's, Subcontractors', and Suppliers' equipment, rates, etc.);
  - 10. Contracts, purchase orders and agreements between the Contractor and each Subcontractor and Supplier;
  - 11. Subcontractors' and Suppliers' payment certificates;
  - 12. Correspondence, including email, with Subcontractors and/or Suppliers;
  - 13. All meeting notes by and between Contractor, Subcontractors, Suppliers and/or any third parties related to the Project;
  - 14. Canceled checks (payroll and vendors);
  - 15. Job cost reports, including monthly totals;
  - 16. Job payroll ledger;
  - 17. Certified payrolls;

18. General ledger;
  19. Cash disbursements journal;
  20. Take off sheets, and calculations used to prepare the bid and/or quotes;
  21. Take off sheets, calculations, quotes, other financial data to support change proposals, request for change order and/or claims;
  22. Financial statements for all years during the Contract Time. In addition, City may require, if it deems appropriate, additional financial statements for 3 years preceding execution of the Contract and 6 years following Final Acceptance of the Contract;
  23. Depreciation records on all Contractor's, Subcontractor's, and Supplier's equipment, whether these records are maintained by the Contractor, Subcontractors, and Suppliers involved, its accountant, or others;
  24. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
  25. All documents which relate to each and every Claim together with all documents which support the amount of damages as to each Claim;
  26. Worksheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, Suppliers, all documents which establish time periods, individuals involved, the hours for the individuals, and the rates for the individuals;
  27. Worksheets, software, and all other documents used (a) by the Contractor to prepare its bid and schedule(s) and/or (b) to prepare quotes and bids to the Contractor;
  28. All schedule documents, including electronic versions, planned resource codes, or schedules and summaries;
  29. All submittals; and
  30. All other documents, including email, related to the Project, Claims, or Change Orders.
- H. The Contractor shall mark any documentation it considers proprietary or confidential accordingly. Such information will be treated as such by City; however, City cannot ensure that this information will not be subject to release pursuant to a public records request. In the event City receives a request for such information, City will advise the Contractor and will not release the requested information for a period of not less than ten (10) days in order to give the Contractor an opportunity to obtain a court order prohibiting the release of the information in response to the public records request.

### **3.10 MAINTENANCE AND SITE CLEANUP**

- A. The Contractor shall at all times keep the Site, access points, and public rights-of-way free from accumulation of dirt, mud, waste materials or rubbish caused by the Contractor or Subcontractors. At the completion of the Contract Work, the Contractor shall remove and lawfully dispose of all its dirt, mud, waste materials,

rubbish, tools, scaffolding and surplus or partly used materials from the Site and shall leave the Site broom clean unless some stricter standard is specified in the Contract.

- B. The Contractor shall obey all applicable laws and regulations relating to the storage, use, and disposal of Hazardous Materials. The Contractor shall promptly notify City of all Contractor or Subcontractor caused spills or releases of Hazardous Materials, and pay the cost to promptly clean up all such spills or releases and any associated fines or penalties. The Contractor shall maintain documentation of the clean up and disposal all Contractor or Subcontractor caused spills or releases of Hazardous Materials.
- C. If the Contractor fails to adequately maintain or cleanup the Site, City may, after written Notice to the Contractor, sweep surfaces or remove the dirt, mud, waste materials, rubbish, or hazardous materials and charge all reasonable costs of such work to the Contractor.

### **3.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS**

- A. Contractor shall protect from damage all existing structures, curbs, gutters, sidewalks, equipment, improvements, utilities, trees, and vegetation not shown in the Contract Documents to be removed or modified at or near the Site. Contractor shall repair, at no cost to City, any such damage resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, City may have the necessary work performed and deduct or charge the cost to Contractor or exercise its rights under the Performance and Payment Bond. If there are insufficient funds remaining, excluding retention, the Contractor shall pay City for the costs associated with protection and repairing the damages.

### **3.12 PERMITS, LAWS, REGULATIONS AND TAXES**

- A. Except those permits, easements, and variances specified in the Contract as having been previously obtained by City, all permits, licenses, easements and variances necessary for the execution of the Work shall be secured and paid for by the Contractor. The Contractor shall identify, apply for, and pay for such permits and licenses at the earliest possible time so as to avoid any delay to the Work arising from the permitting and/or licensing process. No actions taken by City to aid the Contractor in securing any permit or license shall relieve the Contractor of any obligations to secure any such permit or license.
- B. The Contractor shall maintain all stamped permit sets of documents at the Site during construction, in good condition and as required by local ordinances.
- C. The Contractor shall perform the Work in full compliance with local, state and federal laws, ordinances, resolutions and regulations, and with permit, license, easement, and variance conditions pertaining to the conduct of the Work. The Contractor shall defend, indemnify, and hold City, its elected officials, officers, agents and employees harmless from any assessment of fines, penalties, or damages arising from violations of the same by the Contractor or Subcontractors. The Contractor shall pay and provide proof of payment for any assessments of fines, penalties or damages. The Contractor shall cooperate with all governmental entities regarding inspection of the Work and compliance with such requirements.

- D. The bid form may include a line item for sales tax on the whole amount, or on items which are not exempt from tax under Washington State Department of Revenue rules, including WAC 458-20-170 and WAC 458-20-171. Unless there are separate line items in the bid form for Washington State sales tax, Contractor shall include all sales tax in its lump sum bid or unit prices. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The City will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability. Except as provided above, the Contractor is required to pay all applicable taxes. No adjustment will be made in the amount to be paid by City under the Contract because of any change in law or regulations covering any applicable taxes, or because of any misunderstanding by the Contractor as to its liability for or the amount of any taxes.

### **3.13 PATENTS AND ROYALTIES**

- A. The Contractor shall assume all costs or fees relating to royalties or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the Work under this Contract or with the use of completed Work by City.

### **3.14 CONTRACTOR'S CERTIFICATION**

#### **A. Conflict of Interest**

The Contractor certifies (and shall require each Subcontractor to certify) that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the work, services or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives acquires such a conflict of interest, the Contractor shall immediately disclose such interest to City and take action immediately to eliminate the conflict or to withdraw from this Contract, as City may require.

#### **B. Contingent Fees and Gratuities**

The Contractor, by entering into this Contract with City to perform or provide work, services or materials, has thereby covenanted:

1. That no person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee may be paid; and
2. That no gratuities, in the form of entertainment, gifts or otherwise, have been or will be offered or given by the Contractor or any of its agents, employees or representatives, to any official member or employee of City or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending thereof, or the making of any determination with respect to the performance of this Contract. The Contractor certifies that it has not made any contributions to any person or entity as a condition of doing business with City and it has disclosed to City all attempts by any person to solicit such payments.

### **3.15 DEVIATION FROM CONTRACT**

- A. The Contractor shall not make an alteration, variation, addition, deviation, or omission from the requirements of the Contract Documents without the prior written consent of the Engineer.
- B. Any alteration, variation, addition, deviation, or omission by the Contractor shall not result in any extra compensation or extension of time.

### **3.16 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS**

#### **A. Temporary Buildings and Utilities**

Temporary buildings (including storage sheds, shops, and offices) and utilities may be erected by Contractor on the Site only with the consent of City and without expense to City. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by the Contractor at its expense upon completion of the Work.

#### **B. Disposal/Removal of Materials**

The Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal of all materials and components. The Contractor shall provide City with a copy of all manifests and receipts evidencing proper disposal when required by City or applicable law.

#### **C. Protection and Care of Contractor's Materials and Equipment**

The Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Site. Materials and equipment may be stored on the Site at the Contractor's own risk and with prior written approval from City. When the Contractor uses any portion of the Site as a shop, the Contractor shall be responsible for any repairs, patching, or cleaning arising from such use and for obtaining any necessary permits to establish such shop or temporary storage facilities.

### **3.17 CONTRACTOR'S OVERALL RESPONSIBILITY FOR PROTECTION OF WORK, PROPERTY, AND PERSONS**

- A. The Contractor shall be responsible for conditions of the Site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the Site and perform the Work in a manner which meets all statutory and common law requirements or other specific contractual requirements for the provision of a safe place to work and which adequately protects the safety of all persons and property on or near the Site. This obligation shall apply continuously and shall not be limited to normal working hours. City's inspection of the Work or presence at the Site does not and shall not be construed to include review of the adequacy of the Contractor's safety measures in, on or near the site of the Work.
- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including adequate safety training, in connection with the Work. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall protect and be responsible for any damage or loss to the Work or to the materials and equipment associated with the Work until the date of

Substantial Completion. The Contractor remains responsible for any damage or loss caused directly or indirectly by the acts or omissions of the Contractor, Subcontractors, Suppliers, or third parties authorized or allowed on the Site by the Contractor until Final Acceptance.

- D. The Contractor shall also be solely and completely responsible for damages arising from the Work that affect property adjacent to the Site.
- E. The Contractor shall repair or replace without cost to City any damage or loss that may occur, except damages or loss caused by the acts or omissions of City.
- F. The Contractor shall erect and maintain adequate steel plates, signs, fencing, barricades, lights or security measures and persons to protect the Work until the Engineer authorizes in writing the removal of signs, fencing, barricades, lights or security measures.
- G. The Contractor shall conduct all operations with the least possible obstruction and inconvenience to the public. To disrupt public traffic as little as possible, the Contractor shall permit traffic to pass through the Project Site with the least possible inconvenience or delay. The Contractor shall maintain existing roads, streets, sidewalks and paths within the Project Site, keeping them open and in good, clean, safe condition at all times.

### **3.18 PROTECTION OF PERSONS**

- A. The Contractor shall take all reasonable precautions for the safety of all employees working on this Contract and all other persons who may be affected by such Work. The Contractor shall designate a responsible member of its organization at the Site whose duty shall be to manage and coordinate the safety programs and to prevent accidents of the Contractor and Subcontractors.
- B. Except as otherwise stated in the Contract, if the Contractor encounters, on the Site, material reasonably believed to be Hazardous Material that Contractor shall immediately stop work in the area affected and give Notice of the condition to City. Work in the affected area shall not be resumed without written direction by City.
- C. To protect the lives and health of persons performing work under this Contract, the Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments and regulations issued thereunder, and the provisions of the Washington Industrial Safety Act of 1973 (WISHA), including all revisions, amendments and regulations issued thereunder by the Washington State Department of Labor and Industries including, without limitation, all excavation, tunneling, trenching and ditching operations. In case of conflict between any such requirements, the more stringent regulation or requirement shall apply. There is no acceptable deviation from these safety requirements, regardless of practice in the construction industry. Any violation of OSHA, WISHA or other safety requirements applicable to the Work may be considered a breach of this Contract.

### **3.19 SAFETY PROGRAM**

The Contractor shall prepare and maintain a written site specific "Safety Program" demonstrating the methods by which all applicable safety requirements of this Contract will be met. The Contractor shall ensure its Subcontractors and Suppliers have a written "Safety Program" or formally adopt the Contractor's site specific "Safety Program." The

Contractor shall conduct a weekly safety meeting with all Subcontractors and others on the Site to discuss general and specific safety matters.

### **3.20 ARCHAEOLOGICAL AND HISTORICAL PRESERVATION**

The Contractor shall comply fully with the requirements set forth in Chapter 27.53 RCW entitled Archaeological Sites and Resources. The Contractor shall immediately notify the City if any artifacts, skeletal remains or other archaeological resources (as defined under RCW 27.53.040 now and as hereinafter amended) are unearthed during excavation or otherwise discovered on the Site.

### **3.21 WATER POLLUTION CONTROL REQUIREMENTS**

The Contractor shall comply with and be liable for all penalties, damages and violations under Chapter 90.48 RCW including any regulations issued pursuant thereto in the performance of the Work.

### **3.22 EASEMENTS**

If the Contractor makes arrangements for use of additional public and/or private property, the Contractor, prior to using such property, shall provide the Engineer with written permission of the landowner, or duly authorized agent of such landowner, for such use.

### **3.23 TITLE VI / NONDISCRIMINATION ASSURANCES**

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

#### **1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

#### **2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

#### **3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

#### **4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records,



accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

#### **5. Sanctions for Non-compliance**

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or,
- Cancellation, termination, or suspension of the contract, in whole or in part.

#### **6. Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

### **ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

#### **4.1 TIME OF ESSENCE**

All time requirements set forth in the Contract Documents are of the essence.

#### **4.2 WORK PROGRESS**

A. The Contractor shall be required to:

1. Prosecute the Work diligently with adequate forces;
2. Plan, coordinate, and layout the Work in advance so as to avoid delay; and
3. Achieve Substantial Completion of the Work and Final Acceptance in accordance with the requirements of Contract Documents.

#### **4.3 SCHEDULE OF VALUES**

A. Unless otherwise specified, within fourteen (14) days after the date of Contract Execution, the Contractor shall submit to City a detailed Schedule of Values that identifies the various activities of the Work and their values and quantities, including the overhead and profit for each activity. The Contractor warrants that the values identified in its Schedule of Values accurately reflect the value of each work activity. The Schedule of Values shall be used as a basis for calculating all Progress Payments. Payment for Contract Work shall be made only for and in accordance with those activities identified in the Schedule of Values.

- B. The Contractor shall not be entitled to, nor shall City be required to make, payment for any Contract Work until the Schedule of Values has been accepted by City. Such acceptance shall not be unreasonably withheld.
- C. City shall review and accept the Schedule of Values or provide the Contractor with a written explanation of why the Schedule of Values was not acceptable. City shall use reasonable efforts to review the Schedule of Values within thirty (30) days of City's receipt of the Contractor's submittal of its Schedule of Values. City's acceptance of the Schedule of Values shall not relieve the Contractor from its sole responsibility for the accuracy of the Schedule of Values and its compliance with all Contract requirements. The Contractor shall revise the Schedule of Values as necessary to accurately reflect Change Orders.
- D. Each Application for Payment shall include a current status of the Schedule of Values. No Application for Payment will be considered until the current status of the Schedule of Values has been submitted and accepted.
- E. The activities, which the Contractor identifies within its Schedule of Values, shall be specifically referenced within, and conform and be consistent with the activities set forth within the Project Schedule.

#### **4.4 PROJECT SCHEDULE**

- A. Unless otherwise specified, within fourteen (14) days after the date of Contract Execution, the Contractor shall submit to City a Project Schedule. The Project Schedule shall show the sequence in which the Contractor proposes to perform the Work, indicate the Critical Path, identify the dates on which the Contractor proposes to start and finish the scheduled activities of the Contract Work, indicate Substantial Completion within the Contract Time, indicate a date for Final Acceptance, and meet all the requirements as may be set forth in the Contract Documents.
- B. Within thirty (30) days of City's receipt of the Contractor's submittal of its Project Schedule or unless stated elsewhere in the Contract, City shall review the Project Schedule and provide the Contractor with written comments. City will review the Project Schedule only to determine whether the Project Schedule meets the requirements in the Technical Specifications on Project Schedule. To the extent the Project Schedule does not meet such Technical Specifications, the Contractor shall revise the Project Schedule to make it compliant.
- C. By reviewing the Project Schedule and providing written comments, City is not approving or adopting the Contractor's plan, schedule, means, methods, techniques, sequences, or procedures required to perform the Work. Review and comment by City of the Project Schedule shall not relieve the Contractor from the sole responsibility for the accuracy of a Project Schedule, and its compliance with all Contract requirements, and its responsibility to meet all required Contract completion dates. Failure by City to indicate items on the Project Schedule that do not conform with the Contract requirements shall not alter or waive the Contract requirements or relieve the Contractor from complying with all Contract requirements.
- D. The Contractor shall not be entitled to, nor shall City be required to make payment for any Contract Work until the Project Schedule complies with all Contract requirements.
- E. The Contractor shall schedule the Contract Work so that the Contract Work is completed within the Contract Time. Float in the project Schedule shall be defined as the period of time measured by the number of days each non-critical path

activity may be delayed before it and its succeeding activities become part of the Critical Path. Contractor and Owner may both utilize float to offset delays to the Work.

- F. The Contractor shall regularly enter the actual progress of the Work and Contract Time extensions, if any, approved by City on the Project Schedule. Updated Project Schedules shall reflect actual progress and completion within the Contract Time and shall be provided to City with each Application for Payment in format(s) as required by the Contract. Applications for Progress Payments will not be considered by City and the Contractor will not be paid until the Contractor complies with these requirements. The updated Project Schedule shall be used to assist City in verifying the appropriate payment.
- G. If, in the opinion of City, the Contractor falls behind in its progress of the Work due to acts or omissions of the Contractor, Subcontractors, and Suppliers, the Contractor shall take all necessary steps to improve its progress and bring its progress back in-line with the accepted Project Schedule, without additional cost to City. In this circumstance the Contractor shall, as necessary, increase the number of shifts, overtime operations, and/or days of work, both on and off the Site, and submit for acceptance any supplementary schedule or schedules as City deems necessary to demonstrate how the accepted rate of progress will be regained. Failure of the Contractor to comply with the requirements under these provisions shall be grounds for a determination by City that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, City may pursue any right it has under the law or the Contract, including but not limited to default termination.

#### **4.5 SUBMITTALS**

- A. Submittals include shop drawings, setting and erection drawings, schedules of materials, product data, samples, certificates and other information prepared for the Work by the Contractor or a Subcontractor as set forth in the Technical Specifications ("Submittals"). The Contractor shall perform no portion of the Work requiring Submittals until the Submittals have been reviewed and returned by City with one of the following annotations: (1) no exceptions taken, or (2) note markings.
- B. When submitting information, the Contractor shall identify and state reasons for any alteration, variation, addition, deviation, or omission from the Contract. The Contractor shall not perform work that alters, varies, adds to, deviates from, or omits any requirement of the Contract Documents without prior specific written acceptance by City.
- C. The Contractor shall provide Submittals with reasonable promptness and in such sequence as to facilitate the timely completion of the Contract.
- D. City shall review the Contractor's Submittals and respond in writing with reasonable promptness so as not to unreasonably delay the progress of the Work. Unless otherwise agreed, no delay to the Work shall be attributable to the failure by City to respond to a Submittal until thirty (30) days after the Submittal is received by City, and then only if failure by City to respond is unreasonable and affects the Contract completion date.
- E. If the Contractor is required to resubmit a Submittal, any revisions on resubmittals shall be specifically identified in writing and the resubmitted Submittal shall be sequentially alpha denoted (for example: 22A followed by 22B, etc.) and note revisions in numerical order. The cost of the review of the initial Submittal and the first revised submittal shall be borne by City. The costs of all

additional revised Submittals shall be charged to the Contractor. The cost of review shall include, without limitation, administrative, design, and engineering activities directly related to review of Submittals. City may deduct these costs from any amounts due the Contractor.

- F. City shall review the Contractor's Submittals only for conformance with the design of the Work and compliance with the Contract. Review of the Submittals are not conducted to verify the accuracy of dimensions, quantities, or calculations, the performance of materials, systems, or equipment, or construction means, methods, techniques, sequences, or procedures, all of which remain the Contractor's responsibility. Failure by City to take exception to a Submittal shall not relieve the Contractor from any duty, including its responsibility for errors or omissions in Submittals, its duty to make Submittals and duty to perform the Work according to the requirements of the Contract. City's review of a Submittal shall not alter or waive the requirements of the Contract unless City has issued prior written approval of such change or alteration of the Contract requirements.
- G. The Contractor's failure to identify any error, deviation, or omission and subsequent acceptance of the Submittal by City shall not relieve the Contractor from complying with the Contract requirements.

#### **4.6 REQUESTS FOR INFORMATION**

- A. If the Contractor determines that some portion of the drawings, specifications or other Contract Documents require clarification or interpretation by City because of an apparent error, inconsistency, omission, or lack of clarity in the Contract, the Contractor shall promptly submit a Request For Information ("RFI") and, unless otherwise directed, shall not proceed with the affected work until City has responded to the RFI. The Contractor shall plan its work in an efficient manner so as to allow for timely responses to RFIs.
- B. City shall respond in writing with reasonable promptness to Contractor's RFI.
  - 1. At the request of the Engineer, the Contractor shall prioritize its RFIs, identify a date by which the Contractor prefers the RFI be answered, and reasons for such priority.
  - 2. If the Contractor submits a RFI on an activity less than thirty (30) days prior to the commencement of that activity, the Contractor shall not be entitled to any time extension or adjustment in Contract Price due to the time it takes City to respond to the RFI provided that City responds within fifteen (15) days. No delay to the Work or damages to the Contractor shall be attributable to the failure by City to respond to the RFI until fifteen (15) days after City's receipt of the RFI, and then only if the failure by City to respond is unreasonable and affects the Contract completion date.
- C. City's response to a RFI shall not be considered a change to the Contract requirements unless it is accompanied by a Request for Change Proposal. If the Contractor believes that City's response to the RFI constitutes changed work impacting Contract Price or Contract Time, the Contractor shall submit a Notice of Claim, Supplemental Information and a Request for Change Order to City in accordance with Articles 5, *Changes to the Contract*.

#### **4.7 TESTS, INSPECTIONS, AND ACCESS TO THE WORK**

- A. Contractor shall be responsible for inspection and quality assurance of all the Work including all work performed by any Subcontractor. The Contractor shall document and maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract. The Contractor shall maintain all documentation related to testing and inspection and make such documentation available to City at its request. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to City, or with the appropriate public authority. If any governmental, regulatory, or permitting authority requires any portion of the Work to be inspected, tested, or approved, the Contractor shall make all arrangements for and cooperate with such inspections, tests, and approvals so as not to delay completion of the Work. The Contractor shall bear all related costs of tests, inspections, and approvals. The Contractor shall give City at least three (3) days' Notice of: (1) when the work is ready to be tested and inspected and (2) when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to City upon request.
- B. The Contractor shall cooperate with City in the performance of any tests and inspections of the Work. The Contractor has the duty to coordinate all tests and inspections in a manner, which does not negatively impact Contractor's compliance with the Contract.
- C. If any Work required to be inspected, tested, or approved is covered without such inspection, testing or approval being obtained, it must, if requested by City, be uncovered for observation, and such uncovering shall be at Contractor's expense.
- D. City may, at any reasonable time and at its own cost, conduct inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract. City shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract. City inspection and tests are for the sole benefit of City and do not:
  - 1. Constitute or imply acceptance;
  - 2. Relieve Contractor of responsibility for providing adequate quality control measures;
  - 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
  - 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract; or
  - 5. Impair City's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- E. Neither observations by an inspector retained by City, the presence or absence of such inspector on the Site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract. Inspectors are not authorized to change any term or condition of the Contract.
- F. Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by City. City may charge

Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. City shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

#### **4.8 CORRECTION OF WORK OR DAMAGED PROPERTY**

- A. If material, equipment, workmanship, or work proposed for, or incorporated into the Work, does not meet the Contract requirements or fails to perform satisfactorily, City shall have the right to reject such work by giving the Contractor written notice and may require the Contractor to promptly repair, replace or correct it at no cost to the City.
- B. If the Contractor does not repair, replace or correct and/or remove defective or non-conforming Work or repair damaged property as required by City, in manner and/or schedule, City or City's designee may repair, replace or correct and/or remove it and deduct the cost of such effort from any payment due the Contractor.
  - 1. If the remaining payments due the Contractor are not sufficient to cover City's cost of remedying the defective or non-conforming Work, the Contractor shall pay the difference to City.
- C. The Contractor shall be liable for all damages and costs incurred by City caused by defective or non-conforming work or workmanship, including but not limited to all special, incidental, or consequential damages incurred by City.

#### **4.9 SUBSTITUTION OF PRODUCTS & PROCESSES**

- A. Substitutions requested by the Contractor will be subject to City's prior written acceptance and at City's sole discretion.
- B. Requests for substitution must specifically identify:
  - 1. Material, equipment, and labor costs included in the Contractor's bid associated with the original item to be substituted;
  - 2. All costs for material, equipment, labor associated with the proposed substitution, including any impact costs;
  - 3. Proposed change to the Contract Price and/or Contract Time; and
  - 4. Compatibility with or modification to other systems, parts, equipment or components of the Project and Contract Work.
- C. Contractor shall provide all documentation supporting its request as requested by City.
- D. All costs of any redesign or modification to other systems, parts, equipment or components of the Project or Contract Work, which result from the substitution, shall be borne by the Contractor.
- E. When City approves a substitution proposed by the Contractor, the Contractor shall guarantee the substituted article or materials to be equal to, or better than, those originally specified and shall be compatible with all other systems, parts, equipment or components of the Project and Contract Work. City has the right to order an unaccepted, substituted article removed and replaced without additional cost to City.

- F. City has a right to a deductive Change Order if the substituted product or process is less costly than the contractually required product or process.
- G. If City does not accept the substitution proposal the Contractor shall proceed, without delay or cost to City, with the Contract Work as originally specified.

#### **4.10 INCREASED OR DECREASED QUANTITIES**

- A. 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. In that case, payment for contract work may be adjusted as described herein:
  - 1. The adjusted final quantity shall be determined by starting with the final accepted quantity measured after all work under an item has been completed. From this amount, subtract any quantities included in additive change orders accepted by both parties. Then, to the resulting amount, add any quantities included in deductive change orders accepted by both parties. The final result of this calculation shall become the adjusted final quantity and the basis for comparison to the original proposal quantity.
    - a. Increased Quantities: Either party to the contract will be entitled to renegotiate the price for that portion of the adjusted final quantity in excess of 1.25 times the original proposal quantity. The price for excessive quantities will be determined by agreement of the parties, or, where the parties cannot agree, the price will be determined by the City based upon the actual costs to perform the work, including markup for overhead and profit in accordance with Paragraph 6.3, *Allowable Costs*.
    - b. Decreased Quantities: Either party to the contract will be entitled to an equitable adjustment if the adjusted final quantity of work performed is less than 75 percent of the original bid quantity. The equitable adjustment shall be based upon and limited to three factors:
      - i. Any increase or decrease in unit costs of labor, materials or equipment, utilized for work actually performed, resulting solely from the reduction in quantity;
      - ii. Changes in production rates or methods of performing work actually done to the extent that the nature of the work actually performed differs from the nature of the work included in the original plan; and
      - iii. An adjustment for the anticipated contribution to unavoidable fixed cost and overhead from the units representing the difference between the adjusted final quantity and 75% of the original plan quantity.
- B. The following limitations shall apply to renegotiated prices for increases and/or equitable adjustments for decreases:
  - 1. Labor, materials and equipment rates shall be actual costs but shall not exceed the rates set forth in Paragraph 6.3, *Allowable Costs* nor shall overhead and profit exceed the rates set forth in Paragraph 6.3, *Allowable Costs*.

2. No payment for consequential damages or loss of anticipated profits will be allowed because of any variance in quantities from those originally shown in the proposal form, contract provisions, and contract plans.
  3. The total payment (including the adjustment amount and unit prices for work performed) for any item which experiences an equitable adjustment for decreased quantity shall not exceed 75% of the amount original bid for the item.
- C. If the adjusted final quantity of any item does not vary from the quantity shown in the proposal by more than 25% then the Contractor and the City agree that all work under that item will be performed at the original contract unit price and within the original time for completion.
  - D. When ordered by the Engineer, the Contractor shall proceed with the work pending determination of the cost or time adjustment for the variation in quantities.
  - E. The Contractor and the City agree that there will be no cost adjustment for decreases if the City has entered the amount for the item in the proposal form only to provide a common proposal for bidders.

## **ARTICLE 5: CHANGES TO THE CONTRACT**

### **5.1 GENERAL**

- A. No provisions of the Contract may be amended or modified except by written agreement signed by the City.
- B. All Change Order work shall be performed in accordance with the original Contract requirements unless modified in writing by City.
- C. Any response to a Request For Information, or other directive, direction, instruction, interpretation, or determination (hereinafter referred to as "Direction" for the purposes of Article 5), provided by City is not considered a Change Order, a change to Contract requirements, and shall not constitute, in and of itself, entitlement to an adjustment in Contract Price and/or Contract Time.
- D. The Contractor shall not be entitled to any change in the Contract Price and/or Contract Time under the following conditions or events:
  1. They were reasonably foreseeable at the time the Contractor submitted its bid;
  2. They were caused by the acts of the Contractor, Subcontractor and/or Supplier, including but not limited to the choice of means, methods, techniques, sequences, or procedures for the Work, failure to provide labor, materials or equipment in a timely manner, and failure to take reasonable steps to mitigate delays, disruptions, or conditions encountered.
- E. The Contract requirements for time and price impacts related to Change Orders are set forth in Article 6, *Time and Price Adjustments*.
- F. If there is a bid item for "Minor Changes," payments or credits for changes that cost \$5,000 or less and do not affect time, may, at the discretion of the City, be made under that bid item in lieu of the procedures set forth in Sections 5.1 – 5.6. A Minor Change will be documented by a written Order for a Minor Change or by a notation confirming an oral agreement.



## 5.2 CONTRACTOR'S REQUEST FOR A CHANGE ORDER

- A. Notice of Claim and Supplemental Information. If the Contractor believes that it is entitled to additional compensation and/or time for any reason (other than for a differing site condition under Section 5.2), or if the Contractor disagrees with any written or oral direction, instruction, interpretation or determination from the City, the Contractor shall
- (1) Provide the Engineer with a written Notice of Protest before doing any work or incurring any costs for which it may seek additional compensation or time from the City.
  - (2) Supplement the written Notice of Protest within 14 days with a written statement that includes the following:
    - a. The date, circumstances, and basis of entitlement to additional compensation and/or time;
    - b. The estimated dollar cost of the protested work and a detailed breakdown showing how that estimate was determined;
    - c. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption;
    - d. Substantive basis of the Request;
    - e. If the protest is continuing, the information required above shall be supplemented upon request by the Engineer until the protest is resolved; and
    - f. The Contractor waives all claims for additional compensation and time if it fails to provide both a timely Notice of Claim and Supplemental Information with the information required by this Section.
- B. Request for Change Order.
1. A Request for a Change Order must be submitted in writing to the Engineer no later than thirty-five (35) days after the Contractor submitted its supplemental information pursuant to Paragraph 5.1(A)(2).
  2. The Request for a Change Order shall include:
    - a. Specific dollar amount covering all costs associated calculated in accordance with Article 6, *Time and Price Adjustments*;
    - b. Specific request for time extension (number of days) calculated in accordance with Article 6, *Time and Price Adjustments*;
    - c. A copy of the written Notice of intent, including all attachments;
    - d. All documentation supporting the Request for a Change Order, including but not limited to a cost proposal prepared using the forms provided by City, all cost records, schedule analysis, and the documents identified in §00700, ¶13.10, *Maintenance and Inspection of Documents*, that are in any way relevant to the Contractor's Request for Change Order; and
    - e. The Contractor waives all claims for additional compensation and time if it fails to provide a timely Request for Change Order with the information required by this Section.
- C. City's Response to Contractor's Request for Change Order.

1. City will make a written determination with respect to the Contractor's Request for Change Order within thirty (30) days of receipt of said Request, unless one of the following activities occurs.
    - a. City may request additional information and specify a time period for receipt of the information. The Contractor shall comply with City's request for additional information.
    - b. City may inform the Contractor that additional time is needed to review the Contractor's Request for Change Order and identify a date certain when a decision will be rendered.
  2. If City requests additional information, City will make a written determination within thirty (30) days receipt of Contractor's additional information.
  3. If City does not make a determination within the applicable time period, the Request For Change Order is deemed denied.
- D. Approval of Request for Change Order and Execution of Change Order. If City determines that a Change Order is necessary, the parties may negotiate acceptable terms and conditions and execute a Bilateral Change Order or City may issue a Unilateral Change Order.
- E. Contractor Procedure upon Denial or Deemed Denial of a Request for a Change Order. If the Contractor disagrees with the denial, the Contractor's sole remedy shall be to file a fully documented Claim within thirty (30) days of deemed denial or the Contractor's receipt of the denial in accordance with Article 9, *Claims and Litigation*.
- F. Contractor's Obligation to Continue to Work. Pending resolution of the Contractor's Request for a Change Order, the Contractor shall continue to perform all Work including, at the written request of City that work associated with the pending Request for Change Order. The Contractor shall maintain its progress with the Work.
- G. Waiver. Failure to follow the provisions set forth herein shall constitute a waiver of the Contractor's right to receive any additional time or money as a result of any alleged direction, instruction, interpretation, determination by City and/or the event or impact to the Project.

### 5.3 DIFFERING SITE CONDITIONS

- A. Immediate Written Notice to City. If the Contractor encounters a Differing Site Condition as defined in Article 1.0 the Contractor shall immediately, and before the conditions are disturbed, give written Notice to City of Differing Site Conditions.
- B. Request for Change Order based on Differing Site Condition. Unless otherwise agreed upon in writing by the Engineer, within forty-five (45) days of the Contractor's initial written notification of the Differing Site Condition to City, the Contractor shall provide a Request for Change Order that includes all elements required for such a request, including:
  1. A detailed description of the Differing Site Condition; and
  2. Substantive, contractual, and technical basis supporting the existence of the Differing Site Condition and its impacts.
- C. Waiver.

1. If the Contractor's actions disturb the Site such that City or City's designee cannot adequately and fully investigate the alleged differing site condition, the Contractor waives its right to receive any additional time or money as a result of the Differing Site Condition.
  2. Failure by the Contractor to provide either (a) immediate Notice or (b) Request for Change Order shall constitute a waiver of the Contractor's right to receive any additional time or money as a result of the Differing Site Condition.
  3. The Contractor shall be responsible for any and all costs or damages incurred by City resulting from the Contractor's failure to provide appropriate notice and/or the Detailed Description and Request for Change Order.
- D. City's Response to the Differing Site Condition Request for Change Order. City shall investigate the alleged Differing Site Conditions and respond to the Differing Site Condition in accordance with the Request for Change Order procedures set forth above.
- E. Contractor's Obligation to Continue to Work. The Contractor shall not disturb the condition until receipt of written authorization from the Engineer that work can resume at the location of the alleged Differing Site Condition. The Contractor shall continue with performance of all other Work.

#### **5.4 SUSPENSION OF WORK**

A. City Issues Directive Suspending Work

1. City may order the Contractor, in writing, to suspend all or any part of the Work of this Contract for the period of time that City determines appropriate for the convenience of City. The Contractor shall not suspend the Work without written direction from City specifically authorizing the Suspension of Work.
2. Upon receipt of a written Notice suspending the Work, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize costs attributable to such suspension. Within a period up to 120 days after the suspension notice is received by the Contractor, or within any extension of that period which City requires, City shall either:
  - a. Cancel the written notice suspending the Work; or
  - b. Terminate the Work for either default or convenience.
3. If a written notice suspending the Work is canceled or the period of the Suspension or any extension thereof expires, the Contractor shall resume Work as required by City.
4. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended by the written direction of City, the Contractor may be entitled to an adjustment in the Contract Time, or Contract Price, or both, for increases in the time or cost of performance directly attributable to the suspension and provided that the Contractor sufficiently documents all costs and time impacts attributable to the suspension. No adjustments to Contract Price and/or Contract Time shall be allowed unless the Contractor can demonstrate that the period of suspension caused by City impacted Critical Path and delayed the Contractor from completing the Work on time.

B. Constructive Suspension of Work

1. If the Contractor believes that some action or omission on the part of City constitutes constructive suspension of Work, the Contractor shall immediately notify City in writing that the Contractor considers the actions or omission a constructive suspension of Work.
- C. To the extent the Contractor believes it is entitled to any additional money or time as a result of the suspension of Work or constructive suspension, Contractor shall submit a Notice of Protest, Supplemental Information and Request for Change Order to City in accordance with Article 5, *Changes to the Contract*.
- D. Failure to comply with these requirements shall constitute a waiver of Contractor rights to any adjustment in Contract Time and/or Contract Price.
- E. No adjustment shall be made under this provision for any suspension to the extent that Contractor's performance would have been suspended, delayed, or interrupted as a result of actions, omissions, fault or negligence caused, in whole or in part, by the Contractor or any of its Subcontractors.

**5.5 FORCE MAJEURE**

- A. To the extent the Contractor believes it is entitled to any additional time as a result of Force Majeure, Contractor shall submit a Notice of Protest, Supplemental Information and Request for Change Order to City in accordance with Article 5, *Changes to the Contract*.
- B. Contractor shall not be entitled to a change in Contract Price resulting from an act of Force Majeure.
- C. Contractor is not entitled to an adjustment in Contract Time if the act of Force Majeure did not impact progress of the Work on the Critical Path and delay the Contractor from completing the Work within the Contract Time.
- D. When a Contractor experiences concurrent delay caused by either City or Contractor and an act of Force Majeure, the Contractor shall only be entitled to an change in Contract Time. No change to the Contract Price shall be allowed as a result of such concurrent delay.

**5.6 CHANGE ORDERS**

A. Bilateral Change Orders

1. If City and Contractor reach agreement on the terms and conditions of any change in the Work, including any adjustment in the Contract Price and Contract Time, such agreement shall be incorporated into a Change Order and signed by both Parties. Such Bilateral Change Orders shall represent full and complete payment and final settlement of all changes, Claims, damages or costs for all (a) time; (b) direct, indirect, and overhead costs; (c) profit; and (d) any and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, stand-by, and any other costs or damages related to any work either covered or affected by the Change Order, or related to the events giving rise to the Bilateral Change Order.

B. Unilateral Change Order

1. City's Right to Issue Unilateral Change Order.

- a. City may unilaterally issue a Change Order at any time, without invalidating the Contract and without notice to the sureties, making changes within the general scope of this Contract.
- b. If any such Change Order causes an increase or decrease in the cost of, or time required for, performance of any part of the Work, City may make an adjustment in the Contract Price, Contract Time, or both, in accordance with Articles 5, *Changes to the Contract*, and 6, *Time and Price Adjustments*.

2. Contractor Disagreement with Unilateral Change Order. If the Contractor disagrees with the adjustment to the Contract Price and/or Time as indicated in the Unilateral Change Order, the Contractor must submit a Notice of Protest, Supplemental Information and Request for Change Order to City in accordance with Article 5, *Changes to the Contract*.

3. Contractor's Obligation to Continue to Work. The Contractor is required to continue with performance of all Work, including work associated with the Unilateral Change Order.

**5.7 CITY REQUEST FOR A CHANGE PROPOSAL**

A. Request. City may request a written Change Proposal from the Contractor for a change in the Work.

B. Contractor's Proposal. Contractor shall submit its written Change Proposal within the time specified in City's request with the costs shown in a form acceptable to the City. The Change Proposal shall represent the Contractor's offer to perform the requested work, and the pricing set forth within the proposal shall represent full, complete, and final compensation for the proposed change and any impacts to any other Work, including any adjustments in the Contract Time.

C. City's Acceptance of Contractor Proposal. If City accepts the Change Proposal as submitted by the Contractor or as negotiated by the parties, City shall notify the Contractor in writing of its acceptance of the Proposal and direct that the change in the Work be performed.

D. Execution of a Bilateral Change Order. After acceptance of the Change Proposal or acceptance of the negotiated Change Proposal, City shall direct the Contractor to perform the work in accordance with the agreed upon terms; thereafter, the Parties shall execute a bilateral Change Order in accordance with the terms of the Change Proposal or negotiated Change Proposal.

E. Execution of Unilateral Change Order. If City does not accept the Change Proposal or the Parties cannot agree upon the appropriate price or terms for the Change Proposal, City may issue a unilateral Change Order.

**ARTICLE 6: TIME AND PRICE ADJUSTMENTS**

**6.1 CHANGE IN THE CONTRACT TIME**

A. The Contract Time shall only be changed by a Change Order.

- B. No change in the Contract Time shall be allowed to the extent the time of performance is changed due to the fault, act, or omission of Contractor, or anyone for whose acts or omissions the Contractor is responsible.
- C. Contractor is not entitled to a change in Contract Time unless the progress of the Work on the Critical Path is delayed and completion of the Contract Work within Contract Time is delayed.
- D. When a Contractor experiences concurrent delays which impact the Critical Path and are caused by (1) City and the Contractor; (2) City and an act of Force Majeure; or, (3) the Contractor and an act of Force Majeure, the Contractor shall only be entitled to a change in Contract Time. No change to the Contract Price shall be allowed as a result of such concurrent delay.
- E. A Request for Change Order that includes a request for an adjustment in the Contract Time shall:
  - 1. Be in writing and delivered to City within the appropriate time period specified in Article 5, *Changes in the Contract*.
  - 2. Include a clear explanation of how the event or conditions specifically impacted the Critical Path and overall Project Schedule and the amount of the adjustment in Contract Time requested.
  - 3. Be limited to the change in the Critical Path of a Contractor's Project Schedule, and any updates, attributable to the event or conditions, which caused the request for adjustment. No extension of time or compensation for damages resulting from delay will be granted unless the delay affects the timely completion of all Work under the Contract or timely completion of a portion of the Work for which time of completion is specific. Contractor shall be responsible for showing clearly on the Project Schedule, and any updates, that the event or conditions:
    - a. Had a specific impact on the Critical Path and was the sole cause of such impact;
    - b. Could not have been avoided by resequencing of the Work or other reasonable alternatives; and
    - c. Will prevent the Contractor from completing the Project within the current Contract completion date.
- F. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

## **6.2 CHANGE IN THE CONTRACT PRICE**

- A. The Contract Price shall only be changed by a Change Order.
- B. No change in the Contract Price shall be allowed when:
  - 1. Contractor's changed cost of performance is due to the fault, acts, or omissions of Contractor, or anyone for whose acts or omissions Contractor is responsible, including its subcontractors and suppliers;
  - 2. The change is concurrently caused by Contractor and City; or
  - 3. The change is caused by an act of a third party or Force Majeure.

- C. City shall not be responsible for, and the Contractor shall not be entitled to any compensation for unallowable costs. Unallowable costs include, but are not limited to:
1. Interest or attorney's fees of any type other than those mandated by Washington state statute;
  2. Claim preparation or filing costs;
  3. The cost of preparing or reviewing Change Proposals or Requests for Change Orders;
  4. Lost profits, lost income or earnings;
  5. Costs for idle equipment when such equipment is not at the Site, has not been employed in the Work, or is not scheduled to be used at the Site;
  6. Lost earnings or interest on unpaid retainage;
  7. Claims consulting costs;
  8. The costs of corporate officers or staff visiting the Site or participating in meetings with City;
  9. Loss of other business; and/or
  10. Any other special, consequential, or incidental damages incurred by the Contractor, Subcontractor, or Suppliers.
- D. A Request for Change Order that includes a request for an adjustment in Contract Price shall:
1. Be in writing and delivered to City within the applicable time period specified in Article 5, *Changes to the Contract*.
  2. Identify the following information:
    - a. The event or condition which caused the Contractor to submit its request for an adjustment in the Contract Price;
    - b. The nature of the impacts to Contractor and its Subcontractors, if any; and
    - c. The amount of the adjustment in Contract Price requested calculated in accordance with Paragraph 6.3, *Allowable Costs*, and using forms provided by City.
  3. Any requests by Contractor for an adjustment in the Contract Price and in the Contract Time that arise out of the same event or conditions shall be submitted together.
- E. The adjustments to the Contract Price provided for in this Article represent full, final, and complete compensation for all work done in connection with the request for an adjustment in Contract Price and all costs related to, resulting from, or affected by such change in Work including, but not limited to, all direct and indirect costs, overhead, profit, and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, dilution of supervision, inefficiency, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and any other costs or damages related to any work either covered or affected by the change in the Work, or related to the events giving rise to the change.

### **6.3 METHOD TO CALCULATE ADJUSTMENTS TO CONTRACT PRICE**

- A. One of the following methods shall be used to calculate damages and/or adjustments to the Contract Price that result from or relate to Change Proposal, Request for Change Order, and/or Claim.
- B. Determination of the method to be used to calculate adjustments in the Contract Price shall be at the sole discretion of City.
- C. One of the following methods shall be used:
  - 1. Unit Price Method;
  - 2. Firm Fixed Price Method (also known as Lump Sum); or
  - 3. Time and Materials Method.

#### **D. Unit Price Method**

- 1. The City may direct the Contractor to perform extra work on a Unit Price basis. Such authorization shall clearly state the:
  - a. Scope of work to be performed;
  - b. Applicable Unit Price; and
  - c. Not to exceed amount of reimbursement as established by City.
- 2. The applicable unit price shall include reimbursement for all direct and indirect costs of the work, including Overhead and profit, as limited by paragraph 6.3, *Allowable Costs*.
- 3. Contractor shall only be paid under this method for the actual quantity of materials incorporated in or removed from the Work and such quantities must be supported by field measurement statements verified by City.

#### **E. Firm Fixed Price Method**

- 1. The Contractor and City may mutually agree on a fixed amount as the total compensation for the performance of changed work.
- 2. The Contractor shall provide a detailed cost breakdown supporting the Contractor's requested adjustment to Contract Price and any other financial documentation requested by the Engineer, as limited by paragraph 6.3, *Allowable Costs*.
- 3. Any adjustments to the Contract Price using the Firm Fixed Price Method shall include, when appropriate all reasonable costs for labor, equipment, material, Overhead and profit. Such labor, equipment, material, Overhead and profit shall be calculated in accordance with paragraph 6.3, *Allowable Costs*.
- 4. Whenever City authorizes Contractor to perform changed work on a Firm Fixed Price Method, City's authorization shall clearly state:
  - a. Scope of work to be performed; and
  - b. Total Fixed Price payment for performing such work.

#### **F. Time and Materials Method**

- 1. Whenever City authorizes the Contractor to perform work on a Time and Material basis, City's authorization shall clearly state:



- a. Scope of work to be performed; and
  - b. A not to exceed amount of reimbursement as established by City.
2. Contractor shall:
- a. Cooperate with City and assist in monitoring the work being performed;
  - b. Substantiate the labor hours, materials and equipment charged to work under the Time and Materials Method by detailed time cards or logs completed on a daily basis before the close of business each working day;
  - c. Present the time card and/or log at the close of business each day to the Engineer so that City may review and initial each time card/log;
  - d. Perform all work in accordance with this provision as efficiently as possible;
  - e. Not exceed any cost limit(s) without City's prior written approval; and
  - f. Maintain all records of the work, including all records of the Subcontractor, Supplier, and Materialmen, and make such records available for inspection as required in paragraphs 3.8, *Record Documents*, 3.9, *Cost Records*, and 3.10, *Maintenance and Inspection of Document*.
3. Contractor shall submit costs and any additional information requested by City to support Contractor's requested price adjustment.
4. The Contractor shall only be entitled to be paid for reasonable costs actually incurred by the Contractor. The Contractor has a duty to control costs. If City determines that the Contractor's costs are excessive or unreasonable, City, at its discretion, shall determine the reasonable amount for payment.

**G. Deductive Changes to the Contract Price**

1. A deductive change to the Contract Price may be determined by taking into account:
- a. Costs incurred and saved by the Contractor as a result of the change, if any;
  - b. The costs of labor, material, equipment, and overhead saved and profit unearned by the deleted work. These costs shall be calculated following as closely as possible with the provisions identified in Article 6, Time and Price Adjustments; and/or,
  - c. At the discretion of City, costs set forth in the documents used by the Contractor to develop its bid.
2. Where City has elected not to correct incomplete or defective Work, the adjustment in the Contract Price shall take into account:
- a. The costs the City would have to expend to correct the Work;
  - b. The decreased value to City resulting from the incomplete or defective Work; and,
  - c. The increased future costs which City may incur by reason of the incomplete or defective Work.

## H. Full Compensation

An adjustment calculated in accordance with the provisions of this Article shall be full and complete payment and final settlement of all changes, claims, damages and costs for all (a) time; (b) direct, indirect, and overhead costs; (c) profit; and (d) any and all costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, standby, and/or any other costs or damages related to any Work either covered or affected by the changed Work, or related to the events giving rise to the change.

### 6.4 ALLOWABLE COSTS

- A. Any adjustments to the Contract Price shall be based on the following categories and shall incorporate markups for Overhead and profit as provided herein.
1. **Labor.** For all labor, including foreman supervision but excluding superintendents and other project management and consultants, the Contractor shall be reimbursed for labor costs provided herein. The labor cost of an event or condition shall be calculated as the sum of the following:
    - a. **Labor Rate.** The Labor Rate is the actual reasonable wage paid to the individual plus the actual reasonable costs incurred by the Contractor to cover costs associated with Federal Insurance Compensation Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Tax Act (SUCA), industrial insurance, fringe benefits, and benefits paid on behalf of labor by the Contractor. The applicable Labor Rates shall be multiplied by the number of hours reasonably expended in each labor classification because of the event or condition to arrive at a total cost of labor.
    - b. **Travel Allowance and/or Subsistence.** The labor calculation shall include the actual costs of travel and/or subsistence paid to the Contractor's employees engaged upon the Work when said payments are required by a labor agreement.
  2. **Materials.** The cost of materials resulting from an event or condition shall be calculated in one or more of the following methods, at City's election:
    - a. **Invoice Cost.** The Contractor may be paid the actual invoice cost of materials including actual freight and express charges and applicable taxes less all available discounts, rebates, and back-charges,. This method shall be considered only to the extent the Contractor's invoice costs are reasonable and the Contractor provides copies of vendor invoices, freight and express bills, and other evidence of cost accounting and payment satisfactory to City. As to materials furnished from the Contractor's stocks for which an invoice is not available, the Contractor shall furnish an affidavit certifying its actual cost of such materials and such other information as City may reasonably require;
    - b. **Wholesale Price.** The Contractor may be paid the lowest current wholesale price for which the materials are available in the quantities required, including customary costs of delivery and all applicable taxes less all available discounts, rebates, and back-charges; or

- c. **City Furnished Material.** City reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no Claim for any costs, Overhead or profit on such materials. However, should the Contractor be required to pick up, transport and/or unload such materials the Contractor will be reimbursed for reasonable costs thereof.
- 3. **Equipment.** The additional cost, if any, of machine-power tools and equipment usage shall be calculated in accordance with the following rules:
  - a. **Equipment Rates.** The Contractor's own charge rates may be used if verified and approved by City and based on the Contractor's actual ownership and operating cost experience. Rental rates contained in published rate guides may be used if their cost formulas and rate factors are identifiable, reflect the Contractor's historical acquisition costs, utilization, and useful life, and do not include replacement cost, escalation contingency reserves, general and administrative expense, or profit. Rates shall be based on the Contractor's actual allowable costs incurred or the rates established according to the Rental Rate Blue Book for Construction Equipment, published by Equipment Watch, PRIMEDIA, whichever is less. The Rental Rate Blue Book established hourly equipment rate shall be the monthly rental rate for the equipment plus the monthly rental rate for required attachments, divided by 176 work hours per month, multiplied by the appropriate regional adjustment factor, plus the hourly operating cost. The established equipment rate shall apply for actual equipment usage up to eight hours per day. For all hours in excess of eight hours per day or 176 hours per month, the established equipment rate shall be the monthly rental rate plus the monthly rental rate for required attachments, divided by 352, multiplied by the regional adjustment factor, plus the hourly operating cost.
  - b. **Transportation.** If the necessary equipment is not already at the Site and it is not anticipated that it would be required for the performance of other work under the terms of the Contract, the calculation shall include a reasonable amount for the costs of the necessary transportation of such equipment.
  - c. **Standby.** The Contractor shall only be entitled to standby equipment costs if (a) the equipment is ready, able, and available to do the Work at a moment's notice; (b) Contractor is required to have equipment standby because of an event or condition solely caused by City and (c) the Contractor can demonstrate that it could have and intended to use the equipment on other projects/jobs. The Contractor shall be compensated at 50% of the monthly rental rate for the equipment, divided by 176, and multiplied by the appropriate regional adjustment factor, as identified in the Rental Rate Blue Book for Construction Equipment, published by Machinery Information Division of PRIMEDIA Information Inc. Standby shall not be paid during periods of Contractor-caused delay, concurrent delay, Force Majeure, during any seasonal shutdown, routine maintenance, down-time or broken equipment, late delivery of equipment or supplies, or other anticipated occurrence specified in the Contract Documents. No payment shall be made for standby on any piece of equipment, which has been used on the Project in any 24 hour period. Standby costs shall not be paid for weekends, holidays, and any time the equipment was not intended to be used on the Project as demonstrated by the Project Schedule.

4. **Subcontractor & Supplier.** Direct costs associated with Subcontractors and Suppliers shall exclude Overhead and Profit markups and shall be calculated and itemized in the same manner as prescribed herein for Contractor. Contractor shall provide detailed breakdown of Subcontractor and Supplier invoices.
5. **Overhead and Profit Markup.**
  - a. On a change to the Contract Price or any other claim for money by the Contractor, City will only pay Overhead, including Home Office Overhead, Site or Field Office Overhead, and unabsorbed home office overhead, and Profit pursuant to the Overhead and Profit Markups set forth herein. The Overhead and Profit Markups cover all overhead regardless of how the Contractor chooses to account for various costs in its books of account.
  - b. Overhead and Profit markups shall not be applied to freight, delivery charges, express charges, and sales tax.
  - c. The allowed Overhead and Profit markup shall not exceed the following:
    - i. If the Contractor is self-performing work: 18% combined Overhead and Profit markup on the Contractor's Direct Costs;
    - ii. If a Subcontractor or Supplier is performing work: 18% for the Subcontractor's Direct Cost for performing the work and 7% on the Direct Costs of the Subcontractors' or Suppliers'; provided that the 7% is to be divided among upper tier Subcontractors and the Contractor when a Subcontractor or Supplier is performing the work;
    - iii. If the value of material and equipment is greater than 50% of the total value of the change, the Overhead and Profit Markup shall only be 10% for material and equipment; and
    - iv. In no event shall the total combined Overhead and Profit markup for the Contractor and all Subcontractors and Suppliers of any tier exceed 25% of the Direct Cost to perform the Change Order work.

## **ARTICLE 7: PAYMENT AND COMPLETION**

### **7.1 APPLICATIONS FOR PAYMENT**

- A. On or about the first day of each month, the Contractor shall submit to City an Application for Payment. Each application shall be completed on a form acceptable to City and designated as an "Application for Payment."
- B. The Contractor is not entitled to payment for any work unless the Application for Payment includes all required documentation. City reserves the right to withhold payment pursuant to paragraph 7.2, *Payments Withheld* if it is subsequently determined that all required documentation was not provided by the Contractor or is in error.
- C. The application shall correlate the amount requested with the Schedule of Values and with the state of completion of the Work.
- D. The Contractor shall submit a breakdown of the cost of lump sum items to enable the Engineer to determine the Work performed on a monthly basis. Lump sum breakdowns shall be submitted prior to the first progress payment that includes

payment for the Bid Item. Absent a lump sum breakdown, the Engineer will make a determination based on information available.

## **7.2 PAYMENTS**

- A. City shall comply with RCW 39.76, as amended, and promptly review each Application for Payment and identify in writing any cause for disapproval within 8 working days. In addition to withholding payment for unsatisfactory performance or failure to comply with Contract requirements, if the Contractor's Application for Payment fails to recognize any back-charges, off-sets, credits, change orders, or deductions in payment made in accordance with paragraph 7.2, *Payments Withheld*, City shall have the right to revise or disapprove Contractor's Application For Payment because the Application for Payment is not considered a properly completed invoice.
- B. The City shall withhold retainage from each Application for Payment as required by RCW 60.28, as amended.
- C. If an Application for Payment is accepted by City, it shall be paid within thirty (30) days of City's receipt of the properly prepared invoice (Application for Payment).

## **7.3 PAYMENT WITHHELD**

- A. In addition to retainage withheld pursuant to RCW 60.28 and without waiver of any other available remedies, City has the right to withhold, nullify, or back-charge, in whole or in part, any payment or payments due or that have been paid to the Contractor as may be necessary to cover City's costs or to protect City from loss or damage for reasons including but not limited to:
  - 1. Failure of the Contractor to submit or obtain acceptance of a Progress Schedule, Schedule of Values, and any updated Schedules;
  - 2. Defective or non-conforming Work;
  - 3. Costs incurred by City to correct, repair or replace defective or non-conforming Work, or to complete the Work;
  - 4. A reasonable doubt that the Contract can be completed for the balance then unpaid;
  - 5. A reasonable concern by City that the materials, equipment or component parts are not in proper operating condition;
  - 6. Assessment of Liquidated Damages;
  - 7. Failure to perform in accordance with the Contract;
  - 8. Cost or liability that may occur to City as the result of the Contractor's or Subcontractor's acts, omissions, fault, or negligence;
  - 9. Deduction in the Work;
  - 10. Failure of Contractor to repair damaged materials, equipment, property, or Work;
  - 11. Failure of the Contractor to obtain approval of Submittals pertinent to the work accomplished;
  - 12. Failure to pay Subcontractors, Suppliers, employees or other obligations arising out of the Work;

13. Failure to keep Record Documents up to date;
  14. Failure to comply with all applicable federal, state, and local laws, statutes, regulations, codes, licenses, easements, and permits;
  15. Failure to obtain and maintain applicable permits, insurance, and bonds; and
  16. Failure to provide Statement of intent to Pay Prevailing Wage and/or Affidavits of Wages Paid and, if requested, Certified Payroll Records for the Contractor and for Subcontractors of any tier.
- B. The withholding, nullification, or back-charge of any payment(s) by City shall in no way relieve the Contractor of any of its obligations under this Contract.

#### **7.4 TITLE**

Title to all Work and materials covered by an accepted and paid Application For Payment shall pass to City at the time of such payment, free and clear of all liens, claims, security interest, and encumbrances. Passage of title shall not, however, (1) relieve Contractor from any of its duties and responsibilities for the Work or materials, including protection thereof, (2) waive any rights of City to insist on full compliance by Contractor with the Contract requirements, or (3) constitute acceptance of the Work or materials.

#### **7.5 SUBSTANTIAL COMPLETION**

- A. When the Contractor has achieved Substantial Completion (as defined in Section 1 above), the Contractor shall give written Notice to City.
1. City shall promptly inspect the Work and prepare a Punch List (list of items to be completed or corrected).
    - a. City reserves the right to add to, modify, or change the Punch List.
    - b. Failure by City to include any items on such list does not alter the responsibility of the Contractor to complete or correct the Work in accordance with the Contract.
- B. At the Contractor's request, City may identify those Punch List items that must be completed or corrected in order for the Contractor to achieve Substantial Completion.
1. When City determines that those Punch List items have been completed or corrected by the Contractor, City shall make a determination that the Work is Substantially Complete.
  2. A Certificate of Substantial Completion will be issued by City, which shall establish the date of Substantial Completion.
  3. This Certificate of Substantial Completion shall state the responsibilities of City and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance.
- C. City shall assess liquidated damages for the Contractor's failure to Substantially Complete the Work within the Contract Time. The liquidated damage amounts, set forth elsewhere in the Contract Documents, will be assessed for Contractor's failure to achieve Substantial Completion within the Contract Time. These Liquidated Damages are not a penalty, but will be assessed against the Contractor for failure to achieve these Contract requirements. These Liquidated Damage amounts are

fixed and agreed upon by and between the Contractor and City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages City would in such events sustain. These amounts shall be construed as the actual amount of damages sustained by City, and may be retained by City and deducted from payments to the Contractor. Assessment of Liquidated Damages shall not release the Contractor from any further obligations or duties pursuant to the Work.

- D. As provided in the Contract Documents, City may grant Substantial Completion to specific subsystems or portions of the Work. The dates of Substantial Completion shall be determined, in writing, by City.

## **7.6 FINAL INSPECTION**

- A. The Contractor shall correct all remaining Punch List items and complete all remaining Work within the time period stated in the Certificate of Substantial Completion or within 30 days, whichever is less. When all Punch List items have been successfully corrected and the work is complete the Contractor's shall give written notice to the City that the Work ready for final inspection. After verification by City that such completion was satisfactory, the Contractor shall submit a Final Application for Payment.

## **7.7 REQUIREMENTS FOR FINAL APPLICATION FOR PAYMENT**

- A. In addition to any other requirement identified in the Contract Documents, the Final Application for Payment shall include the following documents:
  - 1. Affidavit of Wages Paid for Contractor and all Subcontractors in accordance with state law;
  - 2. Contractor's release of claims against City, except for Claims specifically described in the release document and submitted in accordance with Article 9, *Claims and Litigation*; and
  - 3. Contractor certification that all Subcontractors and Suppliers have been paid and there are no outstanding liens.

## **7.8 COMPLETION/FINAL ACCEPTANCE**

- A. Completion/Final Acceptance shall be achieved when all the obligations of the Contract have been successfully performed by the Contractor in accordance with the Contract and accepted by City. Should Contractor fail to achieve Final Acceptance within the required time the City may assess actual damages caused by its failure to do so.
- B. Neither Final Acceptance, nor Final Payment, shall release Contractor or its sureties from any obligations under this Contract or the Performance and Payment Bonds, or constitute a waiver of any claims by City arising from or related to Contractor's performance or failure to perform the Work and to meet all Contractual obligations in accordance with the Contract, including but not limited to:
  - 1. Unsettled liens, security interests or encumbrances;
  - 2. Damaged, non-conforming, or defective Work discovered by City;
  - 3. Terms of any warranties or guarantees required by the Contract; and
  - 4. Payments made in error.

- C. Except for any Claims properly submitted in accordance with Article 9, *Claims and Litigation*, acceptance of Payment on the Final Application for Payment by the Contractor shall, on behalf of itself and its Subcontractors or Sureties, forever and unconditionally release and discharge City, its officers, agents, employees, from:
  - 1. Any and all disputes or claims, including but not limited to claims for damages, fines, interest, taxes, attorney fees, or costs, demands, rights, actions or causes of actions, known or unknown, arising out of or in any way related to the parties' performance under the Contract and/or Project; and
  - 2. Any and all known and/or unknown liabilities, obligations, demands, actions, suits, debts, charges, causes of action, requests for money and/or payment under the Contract, outstanding invoices, or claims directly or indirectly arising out of or related to the Contract and/or Project.

### **7.9 WARRANTY AND GUARANTY**

- A. In addition to any special warranties provided elsewhere in the Contract, Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers.
- B. The warranty period shall be for the longer period of: one year from the date of Final Acceptance of the entire Project or the duration of any special extended warranty offered by a supplier or common to the trade.
- C. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:
  - 1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
  - 2. Prior to Final Acceptance require all warranties be executed, in writing, for the benefit of City;
  - 3. Enforce all warranties for the benefit of City; and
  - 4. Be responsible to enforce any warranty of a Subcontractor, manufacturer, or Supplier, should they extend beyond the period specified in the Contract.
- D. If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written Notice from City to do so. In the event City determines that Contractor corrective action is not satisfactory and/or timely performed, then City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from third parties. All damages incurred by City and all costs for City's remedy shall be reimbursed by the Contractor.
- E. The warranty provided in this provision shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

### **7.10 PRIOR OCCUPATION**

City shall have the right to occupy such part or parts of the Project in or upon which the Work is being done, as it may see fit, and such occupation shall not be construed as acceptance by City of the Work or constitute Substantial Completion of the Work.



## **ARTICLE 8: TERMINATION**

### **8.1 CITY'S RIGHT TO TERMINATE CONTRACT**

#### **A. Termination for Default**

1. City may terminate, without prejudice to any right or remedy of City the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
  - a. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
  - b. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Final Acceptance of the Work in a timely manner;
  - c. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
  - d. Contractor fails in a material way to repair, replace or correct Work not in conformance with the Contract;
  - e. Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
  - f. Contractor repeatedly fails to make prompt payment to its employees or Subcontractors;
  - g. Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, permits, easements or orders of any public authority having jurisdiction;
  - h. Contractor fails to comply with all Contract safety requirements; or
  - i. Contractor is otherwise in material breach of any provision of the Contract, including but not limited to quality control, environmental requirements, administrative requirements, coordination and supervision.
2. If City reasonably believes that one of the aforementioned events has occurred, City will provide the Contractor with written Notice of its intent to terminate the Contractor for default, specifying within such notice the ground(s) for such termination. City, at its option, shall require the Contractor to either promptly correct the deficiencies noted in City's intent to terminate or provide City with a corrective action plan as to how such deficiencies will be remedied or cured in a timely fashion. However, if after receipt of the proposed remedy, City has a reasonable basis for concluding that the Contractor has (a) failed or is unwilling to repair, replace or correct the deficiencies, or (b) failed or is unwilling to provide a reasonable and satisfactory corrective action plan, City shall thereafter have the right to terminate this Contract for default.
3. Upon termination, City may at its option:
  - a. Take possession of the Site and possession of or use of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor; and/or

- b. Finish the Work by whatever other reasonable method it deems expedient; or
  - c. Call upon the surety to perform its obligations under the performance and payment bonds, if applicable.
4. The Contractor and its sureties shall be liable for all damages and costs, including but not limited to: (1) compensation for architect and engineering services and expenses made necessary thereby; (2) any other costs or damages incurred by City in completing and/or correcting the Work; and (3) any other special, incidental or consequential damages incurred by City which results or arises from the breach or termination for default.
  5. In the event of termination for default City shall only pay the Contractor for Work successfully completed and accepted by City prior to the date of termination. City shall not be responsible for any other Contractor costs, expenses, or damages including any consequential, special, or incidental damages or lost profits associated with this Contract. In no event shall City reimburse the Contractor for any costs directly or indirectly related to the cause of this termination for default.
  6. If, after termination for default, it is determined that the Contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of City.
  7. The rights and remedies of City in this provision are in addition to any other rights and remedies provided by law or under this contract.

**B. Termination for Convenience**

1. Upon written Notice City may terminate the Work, or any part of it, without prejudice to any right or remedy of City, for the convenience of City.
2. If City terminates the Work or any portion thereof for convenience, Contractor shall recover as its sole remedy:
  - a. Reasonable costs for all Work completed prior to the effective date of the termination and not previously paid for by City; and
  - b. A reasonable allowance for Overhead and profit for Work actually performed prior to the date of termination and accepted by City, at a rate not to exceed the percentage amount set forth in the Contract and in paragraph 6.3, *Allowable Costs*, subparagraph A.5, *Overhead and Profit*. The Contractor waives all other claims for payment and damages including without limitation, anticipated profit and overhead on work not performed and accepted by City.
3. The Contractor shall not be entitled to any other costs or damages, whatsoever. The total sum payable upon termination shall not exceed the Contract Price reduced by prior payments. Contractor shall be required to make its request for adjustment in accordance with Article 5, *Changes to the Contract*, and Article 6, *Time and Price Adjustments*.
4. If it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, City shall not reimburse Contractor any profit for the Work completed and shall reduce the settlement to reflect the indicated rate of loss.

### **C. Contractor's Obligations During Termination**

Unless City directs otherwise, after receipt of a written Notice of termination for default or termination for convenience, Contractor shall promptly:

1. Stop performing Work on the date and as specified in the Notice of termination;
2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work not terminated;
3. Cancel all orders and subcontracts, upon terms acceptable to City, to the extent that they relate to the performance of Work terminated;
4. Assign as specifically requested by City all of the rights, title, and interest of Contractor in all orders and subcontracts;
5. Take such action as may be necessary or as directed by City to preserve and protect the Work, Site, and any other property related to this Project in the possession of Contractor in which City has an interest;
6. Continue performance of Work only to the extent not terminated; and
7. Take any other steps required by City with respect to this Project.

### **8.2 CITY'S RIGHT TO STOP THE WORK FOR CAUSE**

- A. If Contractor fails or refuses to perform its obligations in accordance with the Contract, City may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. Contractor shall not be entitled to any adjustment in the Contract Time and/or Contract Price for any increased cost or time of performance attributable to Contractor's failure or refusal to perform its obligations under the Contract.

## **ARTICLE 9: CLAIMS AND LITIGATION**

### **9.1 CONTRACTOR CLAIMS**

#### **A. Condition Precedent to Filing a Claim.**

1. The following actions are a condition precedent to filing a Claim:
  - a. The Contractor submitted a timely Notice of Protest, Supplemental Information and Request for Change Order as required by paragraph 5.1;
  - b. The Request for Change Order has been denied or deemed denied by City;  
or
  - c. A Unilateral Change Order is issued by City.

#### **B. Failure to file a Timely Claim.**

1. At least seven (7) days prior to appropriate time to file a Claim, the Contractor may request an extension of time for filing its Claim. The Contractor shall state the reasons for the request and identify a date certain when the Contractor shall provide a fully documented Claim. Unless otherwise agreed to in writing by the Engineer, a fully documented Claim shall be received by the City within thirty (30) days after:
  - a. Denial or deemed denial of a Request for Change Order; or

- b. Contractor's receipt of an Executed Unilateral Change Order.
- 2. Failure to comply with the time requirements set for filing a Claim shall constitute acceptance by the Contractor, on behalf of itself and its Subcontractors and Suppliers, of the Unilateral Change Order and/or City's denial or deemed denial of a Request for Change Order. Such acceptance shall be considered complete, full, and final settlement of all costs, damages, and Claims related to or arising from the Request for Change Order and/or Unilateral Change Order.
- C. Contractor's Obligation to Continue to Work. Pending final decision of a Claim hereunder, the Contractor shall proceed diligently with the performance of the Contract Work, including that work associated with the Claim, and maintain its progress with the Work.
- D. Information required in a Fully Documented Claim. Every Claim must be submitted by the Contractor, in writing and clearly designated by the Contractor as a fully documented Claim. At a minimum, a fully documented Claim must contain the following information:
  - 1. A detailed factual statement of the Claim providing all necessary details, locations, and items of Contract Work affected;
  - 2. The date on which facts arose that gave rise to the Claim;
  - 3. The name of each person employed or associated with the Contractor, Subcontractor, Supplier, and/or City with knowledge about the event or condition which gave rise to the Claim;
  - 4. Copies of documents and a written description of the substance of any oral communications that concern or relate to the Claim;
  - 5. The specific provisions of the Contract Documents on which the Claim is based;
  - 6. If an adjustment in the Contract Price is sought, the exact amount sought, calculated in accordance with the Contract including paragraph 6.3, *Allowable Cost* and accompanied by (a) all records supporting the Claim and (b) all records meeting the requirements of paragraph 3.10, *Cost Records*;
  - 7. If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought; the specific reason the Contractor believes an adjustment in the Contract Time should be granted; and the Contractor's analyses of its Progress Schedule, any specific Schedule analysis as required by the Contract Documents, and all updates to demonstrate the reason for the adjustment in Contract Time; and
  - 8. A statement certifying, under penalty of perjury, that after the exercise or reasonable diligence and investigation the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Price or Contract Time for which the Contractor believes City is liable.
- E. Contractor's Duty to Cooperate. The Contractor shall cooperate with City or its designee in the evaluation of its Claim and provide all information and documentation requested by City, its auditors or its designee.

F. City's Evaluation of the Claim.

1. To assist City in the review of the Contractor's Claim, City or its designee may visit the Site, request additional information and/or documentation in order to fully evaluate the issues raised in the Claim and/or audit the Claim.
2. After the Contractor has submitted a fully documented Claim that complies with this provision, City shall respond, in writing, to the Contractor within sixty (60) days from the date the fully documented Claim is received with either:
  - a. A decision regarding the Claim; or
  - b. Written Notice extending for another thirty (30) days City's time to respond to the Claim.
3. Absent a thirty (30) day extension, the Claim shall be deemed denied upon the sixty-first (61st) day following receipt of the Claim by City. If City had a thirty (30) day extension, the Claim shall be deemed denied upon the ninety-first (91st) day following receipt of the Claim by City.

**9.2 CONTRACTOR'S BURDEN OF PROOF ON CLAIM**

- A. The Contractor shall have the burden of proof to demonstrate entitlement and damages.
- B. If the Contractor, on behalf of itself or its Subcontractors and Suppliers seeks an adjustment in the Contract Price or Contract Time not supported by Project cost records meeting the requirements of ¶3.10, *Cost Records*, the Claim is waived.
- C. Compliance with the record keeping requirements set forth in this Contract is a condition precedent to recovery of any costs or damages related to or arising from performance of the Contract Work. If City establishes non-compliance of the record-keeping requirement set forth in ¶ 3.10, *Cost Records*, no adjustment shall be made to the Contract Price and/or Contract Time with respect to that Claim.

**9.3 LITIGATION**

- A. As a mandatory condition precedent to the initiation of litigation by the Contractor against City, Contractor shall comply with all provisions set forth in this Contract including those stated in Article 5 and Article 9.
- B. Any litigation brought against City shall be filed and served on City within 365 days from either the issuance of the Certificate of Substantial Completion for the entire Contract or Final Acceptance if no Certificate of Substantial Completion of the entire Contract is issued.
- C. Venue and jurisdiction shall vest solely in the King County Superior Court.
- D. Failure to comply with these mandatory condition time requirements shall constitute a waiver of the Contractor's right to pursue judicial relief from or against the City.

**ARTICLE 10: MISCELLANEOUS**

**10.1 COMPENSATION, WAGES, BENEFITS AND TAXES**

City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold City, its elected officials, officers, agents and employees, harmless

against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

## **10.2 PREVAILING WAGES**

The Contractor shall comply with the minimum wage requirements of RCW 39.12, as amended, including the obligation to pay at least the hourly minimum wage and fringe benefits to workers as required by RCW 39.12. The Contractor shall also post all notices required by the Washington Department of Labor & Industries on forms provided by the Department of Labor & Industries. The Contractor shall timely provide a "Statement of Intent to Pay Prevailing Wages" and timely provide an "Affidavit of Prevailing Wages Paid."

## **10.3 SUCCESSORS AND ASSIGNS**

City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other with respect to all covenants, agreements and obligations contained in the Contract. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to it hereunder, without the previous written consent of City.

## **10.4 THIRD PARTY AGREEMENTS**

Except as otherwise may be provided, the Contract shall not be construed to create a contractual relationship of any kind between: any architect, engineer, construction manager, Subcontractor, Supplier, or any persons other than City and Contractor.

## **10.5 NONWAIVER OF BREACH**

No action or failure to act by City shall constitute a waiver of any right or duty afforded to City under the Contract; nor shall any such action or failure to act by City constitute an approval of or acquiescence in any breach hereunder, except as may be specifically stated by City in writing.

## **10.6 NOTICE TO CITY OF LABOR DISPUTES**

- A. If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract, Contractor shall immediately give Notice, including all relevant information, to City.
- B. Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by any actual or potential labor dispute, all Subcontractor or lower-tiered Subcontractor shall immediately notify the next higher tier Subcontractor. Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

## **10.7 HEADINGS**

The headings used in the Contract are for convenience only and shall not be considered a part of or affect the construction or interpretation of any contractual provision therein.

## **10.8 CHOICE OF LAW**

In the event that either party shall bring a lawsuit or action related to or arising out of this Contract, such lawsuit or action shall be brought in the Superior Court, King County,

Washington. This Contract shall be governed by, and construed and enforced in accordance with the laws of the State of Washington.

**10.9 SEVERABILITY**

The provisions of this Contract shall be effective in all cases unless otherwise prohibited by Washington State Law or applicable Federal Law. The provisions of this Contract are separate and severable. The invalidity of any sentence, paragraph, provision, section, Article, or portion of this Contract shall not affect the validity of the remainder of this Contract.