

FRONT END BID DOCUMENTS

TABLE OF CONTENTS

NOTICES

- Advertisement for Bid
- Instructions to Bidders
- Bidder's Check List

BIDDING REQUIREMENTS

- Non-Collusion Declaration
- Bid Form
- Bid Schedule
- Subcontractor Listing
- Proposal Signature Sheet
- Bid Guaranty Bond
- Bidder's Qualifications Certificate
- Contractor's Declaration

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

- Public Works Contract
- Performance Bond
- Payment Bond
- Retainage Agreement

NOTICES

Advertisement for Bids City of Mercer Island

Project Title: 76th Avenue SE Mid-block Crossing and ADA Improvements

Bid Number: 25-58

Engineers Estimated Cost: \$512,000

Bidders shall submit their bids in PDF format to the Public Works email address at:

bids@mercerisland.gov. Sealed bids must be received electronically by the City no later than **2 pm on February 19, 2026**. Bidders must allow time for the electronic transmission to complete to avoid a late submittal. 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 Rebecca Corigliano, Transportation Engineer, by email only at rebecca.corigliano@mercerisland.gov. The City will receive questions until **1 pm on February 12, 2026**. Questions received after this date will not be answered. All questions and responses will be posted in an addendum by **February 17, 2026** to the Builders Exchange site.

Work to be performed under this contract includes improvements at five sites across the City including:

- Site 1, 76th Ave SE west of SE 27th St: Upgrade existing mid-block crossing including refuge island, curb ramps, illumination, channelization, and RRFB enhancement.
- Site 2, N Mercer Way & SE 22nd St: Upgrade existing curb ramps to meet ADA standards and install illumination, channelization, and signing for mid-block crossing.
- Site 3, 77th Ave SE & SE 29th St: Upgrade existing curb ramps to meet ADA standards and install channelization and signing.
- Site 4, 84th Ave SE & SE 26th St: Upgrade existing curb ramps to meet ADA standards and install channelization and signing.
- Site 5, 84th Ave SE north of SE 26th St: Construct curb ramps and install channelization and signing for mid-block crossing.

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 – 1/29/26 and 2/5/26

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 **[enter name of person, their title]**, in writing or by email to **[enter email address]**. 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 **[enter time]** on **[enter date]**. Questions received after this date will not be answered. All questions and responses will be posted by **[enter date]** 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. 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.

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.
- ☐ 6. **SUBCONTRACTOR LISTING FORM - RCW 39.30.060:** Bidder shall list as part of its Bid either itself or the names of the subcontractors with whom the Bidder, will subcontract for performance of the work of heating, ventilation, and air conditioning ("HVAC"), plumbing, and electrical, or to name itself for the work.

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.

BIDDING REQUIREMENTS

Non-Collusion Declaration

Project Name: 76th Avenue SE Mid-Block Crossing and ADA Improvements

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

BID FORM

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

TO: City of Mercer Island

ADDRESS: 9601 SE 36th Street
Mercer Island, Washington 98040

PROJECT TITLE: SE 76th Avenue SE Mid-block Crossing & ADA Improvements

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.

Contractor Name

Signature

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 90 working days from the Notice to Proceed and the Substantial Completion Date will be 5 calendar days prior to the Final Completion Date.

The contractor shall complete the following milestones:

- All underground conduit trenching, paving, and concrete work (excluding extruded curb and stamped concrete) at Site 1 and Site 2 shall be completed prior to July 2, 2026.
- Site 1 extruded curb and stamped concrete shall be completed after SE 27th Street is overlaid in September/October 2026.
- No construction work may occur during the following dates:
 - FIFA World Cup: June 15, June 19, June 24, June 26, July 1, July 6
 - City of Mercer Island Summer Celebration: July 11
 - Seafair: July 31 through August 2

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 Schedule

Item No.	Spec.	Item Description	Quantity	Unit	Unit Cost	Total
1	1-04	Minor Change	1	FA	\$ 25,000.00	\$ 25,000.00
2	1-05 GSP	Roadway Surveying	1	LS		
3	1-05 GSP	ADA Features Surveying	1	LS		
4	1-07	SPCC Plan	1	LS		
5	1-09	Mobilization	1	LS		
6	1-10	Project Temporary Traffic Control	1	LS		
7	2-02 GSP	Removal of Structures and Obstructions	1	LS		
8	2-03	Roadway Excavation Incl. Haul	106	CY		
9	5-04	HMA CL 1/2" , PG 58H-22	140	TON		
10	7-04	Ductile Iron Pipe 8 In. Diam.	26	LF		
11	7-05	Adjust Catch Basin	5	EA		
12	7-05	Catch Basin Type 1	2	EA		
13	7-05 SP	Grate/Lid Replacement	3	EA		
14	7-09	Removal and Replacement of Unsuitable Material (Trench), Incl. Haul	3	CY		
15	7-15 SP	Replace and Adjust Meter Box	1	EA		
16	8-01	Erosion Control and Water Pollution Prevention	1	LS		
17	8-02 SP	Roadside Restoration	254	SY		

18	8-04	Extruded Curb	107	LF		
19	8-04	Cement Conc. Traffic Curb and Gutter	547	LF		
20	8-04	Cement Conc. Pedestrian Curb	266	LF		
21	8-09 SP	Raised Pavement Marker Type 1	68	EA		
22	8-09 SP	Raised Pavement Marker Type 2	12	EA		
23	8-14	Cement Conc. Sidewalk	56	SY		
24	8-14 SP	Scored Cement Conc. Sidewalk	125	SY		
25	8-14 SP	Stamped Cement Conc. Sidewalk	32	SY		
26	8-14	Cement Conc. Curb Ramp Type Parallel	10	EA		
27	8-14	Cement Conc. Curb Ramp Type Perpendicular	2	EA		
28	8-14	Cement Conc. Curb Ramp Type Single Direction	2	EA		
29	8-14	Detectable Warning Surface	33	SF		
30	8-20 SP	Install Rectangular Rapid Flashing Beacon (RRFB) System, Complete - 76th Ave SE Mid-block	1	LS		
31	8-20 SP	Modifications to Existing Illumination System, Complete - 76th Ave SE Mid-block	1	LS		
32	8-20 SP	Modifications to Existing Illumination System, Complete - 76th Ave SE & Mercer Way N	1	LS		
33	8-20 SP	Replace Existing Junction Box (to be Supplied by the City)	2	EA		

34	8-21	Permanent Signing	1	LS		
35	8-22	Removal of Pavement Markings	1	LS		
36	8-22	Painted Crosswalk Line	1379	SF		
37	8-22	Painted Stop Line	167	LF		
38	8-22	Paint Line	232	LF		
39	8-22	Painted Crosshatch Marking	42	LF		
40	8-22	Painted Traffic Arrow	2	EA		
41	8-22 SP	Curb Paint	102	LF		
TOTAL						

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:

UBI #:

Plumbing

Subcontractor:

UBI #:

Electrical

Subcontractor:

UBI #:

Structural Steel

Subcontractor:

UBI #:

Rebar

Subcontractor:

UBI #:

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) _____

State of Incorporation or Organization _____

Washington Contractor's Registration No. _____

Address _____

Authorized Signature _____

Position/Title _____

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:

76th Avenue SE Mid-Block Crossing And ADA Improvements

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.

PRINCIPAL

SURETY

Principal Signature
Printed Name
Title
Dated

Surety Signature
Printed Name
Title
Dated

Address
City/State
Phone

Address
City State
Phone

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.

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) _____

	<u>Yes or No</u>	<u>Account / Registration Number (as applicable)</u>
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?	_____	_____
---	-------	-------

	Yes or No	Account / Registration Number (as applicable)
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?		

By:	
Signature	Print Name
Title	Date

Contractor Declaration Pursuant to RCW 39.04.350(2)

Project Name: 76th Avenue SE Mid-Block Crossing and ADA 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

AGREEMENT FORMS

**CITY OF MERCER ISLAND, WASHINGTON
PUBLIC WORKS CONTRACT
FOR
[ENTER PROJECT TITLE]**

***Contract Number (ERP):
If applicable, project name/ CIP project number:***

THIS PUBLIC WORKS CONTRACT ("Contract") dated [insert date agreement drafted], 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 [enter project title] Project, including this Public Works Contract, the Contractor's completed Bid Form, the City's General Terms and Conditions (November 2024 ed.), 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 _____, (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 \$ _____ 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: [enter City's project manager name, title]

9611 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.
- 4.5 Apprenticeship Incentive/Penalties. For the period July 1, 2024, through June 30, 2026, if the total amount of the contract listed in this section is two million dollars (\$2,000,000.00) or more, then this Project is subject to the apprenticeship utilization requirements of RCW 39.04.320. Pursuant to RCW 39.04.320, no less than fifteen percent (15%) of the labor hours shall be performed by apprentices, unless a different amount is permitted or otherwise required by law. Apprenticeship hours must be performed by participants in training programs approved by the Washington State Apprenticeship Council.

Apprenticeship utilization goals must be met. A penalty of \$ for each percentage point below the fifteen percent (15%) requirement will be deducted from the final payment for unmet apprenticeship hours. An incentive payment of \$ will be added to the final payment if the apprenticeship utilization goal is met.

The Contractor or subcontractor may not be required to exceed the apprenticeship utilization requirements of RCW 39.04.320.

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 Contractors 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 carriers 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 \$25,000 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 hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The General Liability and Workers' Compensation policies shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
- 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 AND APPRENTICESHIP UTILIZATION

- 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 9611 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.
- 11.3 Apprenticeship Requirements. If the total amount of the contract listed in this section is two million dollars (\$2,000,000.00) or more, then this Project is subject to the apprenticeship utilization requirements of RCW 39.04.320. Pursuant to RCW 39.04.320, no less than fifteen percent (15%) of the labor hours shall be performed by apprentices, unless a different amount is permitted or otherwise required by law. Apprenticeship hours must be performed by participants in training programs approved by the Washington State Apprenticeship Council.

The apprenticeship utilization requirements of RCW 39.04.320 must be met. A penalty of \$ per hour will be deducted from the final payment for unmet apprenticeship hours. An incentive

payment of \$ will be added to the final payment if the apprenticeship utilization goal is met.

The Contractor or subcontractor may not be required to exceed the apprenticeship utilization requirements of RCW 39.04.320.

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

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 [enter amount in figures] 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
Printed Name
Title
Date

Surety Signature
Printed Name
Title
Date

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

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 [enter amount in figures] 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
Printed Name
Title
Date

Surety Signature
Printed Name
Title
Date

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

Click here to enter text.

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 their authorized designee.

By _____ By _____
City of Mercer Island Contractor

Date _____ Date _____

SPECIAL PROVISIONS

Supplementing the

2025

WSDOT Standard Specifications

Prepared by:



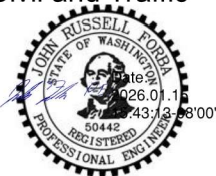
01/15/2026

Kristen Cassias, PE, RSP1
Transpo Group
Civil and Traffic



1/15/26

Trung Le, PE
Transpo Group
Illumination and Signals



John Forba, PE
PACE
Stormwater, SWPPP, and TESC

Table of Contents

3	INTRODUCTION TO THE SPECIAL PROVISIONS.....	4
4	Division 1 General Requirements	5
5	1-01 DEFINITIONS AND TERMS.....	5
6	1-01.3 Definitions	5
7	1-02 BID PROCEDURES AND CONDITIONS	6
8	1-02.1 Prequalification of Bidders	7
9	1-02.1 Qualifications of Bidder.....	7
10	1-02.2 Plans and Specifications.....	7
11	1-02.5 Proposal Forms	7
12	1-02.7 Bid Deposit.....	8
13	1-02.10 Withdrawing, Revising, or Supplementing Proposal.....	8
14	1-02.13 Irregular Proposals	9
15	1-02.14 Disqualification of Bidders	9
16	1-03 AWARD AND EXECUTION OF CONTRACT.....	13
17	1-03.2 Award of Contract.....	13
18	1-03.3 Execution of Contract	13
19	1-03.4 Contract Bond	14
20	1-03.7 Judicial Review.....	14
21	1-04 SCOPE OF THE WORK	14
22	1-04.2 Coordination of Contract Documents, Plans, Special Provisions,	
23	Specifications, and Addenda	15
24	1-04.4 Changes.....	15
25	1-04.6 Variation in Estimated Quantities	15
26	1-05 CONTROL OF WORK	15
27	1-05.4 Conformity With and Deviations from Plans and Stakes	15
28	1-05.7 Removal of Defective and Unauthorized Work	20
29	1-05.11 Final Inspection	21
30	1-05.11 Final Inspections and Operational Testing	21
31	1-05.12 Final Acceptance	23
32	1-05.13 Superintendents, Labor, and Equipment of Contractor	23
33	1-05.14 Cooperation with Other Contractors	23
34	1-05.15 Method of Serving Notices.....	24
35	1-05.16 Water and Power.....	24
36	1-05.17 Oral Agreements	24
37	1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	25

CITY OF MERCER ISLAND**76TH AVE SE & ADA IMPROVEMENTS****SPECIAL PROVISIONS**

1	1-07.1	Laws to be Observed.....	25
2	1-07.2	State Taxes.....	25
3	1-07.2	State Sales Tax	25
4	1-07.7	Load Limits	27
5	1-07.8	High-Visibility Apparel.....	27
6	1-07.11	Requirements for Nondiscrimination.....	27
7	1-07.16	Protection and Restoration of Property.....	27
8	1-07.17	Utilities and Similar Facilities	28
9	1-07.18	Public Liability and Property Damage Insurance.....	29
10	1-07.18	Insurance	29
11	1-07.23	Public Convenience and Safety.....	32
12	1-07.24	Rights of Way	33
13	1-08	PROSECUTION AND PROGRESS	34
14	1-08.0	Preliminary Matters.....	34
15	1-08.1	Subcontracting	36
16	1-08.3	Progress Schedule	36
17	1-08.4	Prosecution of Work	37
18	1-08.4	Notice to Proceed and Prosecution of Work	37
19	1-08.5	Time for Completion	37
20	1-08.9	Liquidated Damages.....	38
21	1-09	MEASUREMENT AND PAYMENT	39
22	1-09.2	Weighing and Equipment.....	39
23	1-09.6	Force Account	39
24	1-09.7	Mobilization	40
25	1-09.9	Payments	40
26	1-09.11	Disputes and Claims.....	41
27	1-09.13	Claims Resolution	42
28	1-10	TEMPORARY TRAFFIC CONTROL	43
29	1-10.2	Traffic Control management	43
30	1-10.3	Traffic Control Labor, Procedures, and Devices.....	44
31	1-10.5	Payment	45
32	Division 3	Earthwork.....	46
33	3-01	Clearing, Grubbing, and Roadside Cleanup	46
34	3-01.2	Disposal of Usable Material and Debris.....	46
35	3-02	Removal of Structures and Obstructions.....	46
36	3-02.3	Construction Requirements	46

CITY OF MERCER ISLAND**76TH AVE SE & ADA IMPROVEMENTS****SPECIAL PROVISIONS**

1	Division 5 Surface Treatments and Pavements	47
2	5-04 Hot Mix Asphalt	47
3	5-04.1 Description	47
4	5-04.2 Materials.....	47
5	5-04.3 Construction Requirements	49
6	5-04.4 Measurement	71
7	5-04.5 Payment	71
8	Division 7 Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits	
9	73
10	7-04 Storm Sewers	73
11	7-04.2 Materials.....	73
12	7-04.3 Construction Requirements	73
13	7-04.4 Measurement	74
14	7-04.5 Payment	75
15	7-05 Manholes, Inlets, Catch Basins, and Drywells	75
16	7-05.1 Description	75
17	7-05.2 Materials.....	75
18	7-05.3 Construction Requirements	75
19	7-05.4 Measurement	76
20	7-05.5 Payment	77
21	7-07 Cleaning Existing Drainage Structures	77
22	7-07.3 Construction Requirements	77
23	7-07.4 Measurement	77
24	7-07.5 Payment	78
25	7-08 General Pipe Installation Requirements	78
26	7-08.2 Materials.....	78
27	7-08.3 Construction Requirements	78
28	7-08.4 Measurement	81
29	7-08.5 Payment	81
30	7-15 Service Connections	82
31	7-15.4 Measurement	82
32	7-15.5 Payment	82
33	Division 8 Miscellaneous Construction.....	83
34	8-02 Roadside Restoration	83
35	8-02.2 Materials.....	83
36	8-02.4 Measurement	83

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

1	8-02.5 Payment	83
2	8-09 Raised Pavement Markers	83
3	8-09.4 Measurement	83
4	8-09.5 Payment	83
5	8-14 Cement Concrete Sidewalks	84
6	8-14.3 Construction Requirements	84
7	8-14.4 Measurement	85
8	8-14.5 Payment	85
9	8-20 Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical	
10	85
11	8-20.1 Description	85
12	8-20.3 Construction Requirements	89
13	8-22 Pavement Marking	98
14	8-22.4 Measurement	98
15	8-22.5 Payment	99
16	Division 9 Materials	99
17	9-29 Illumination, Signal, Electrical.....	99
18	9-29.1 Conduit, Innerduct, and Outerduct.....	99
19	9-29.2 Junction Boxes, Cable Vaults, and Pull Boxes	99
20	9-29.6 Light and Signal Standards.....	100
21	9-29.21 Flashing Beacon.....	101
22	9-29.26 Detectable Pull Tape.....	104
23		

INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)

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

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

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

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

Project specific special provisions are labeled without a date as such:

*(*****)*

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual M21-01, current edition
- City of Mercer Island Standard Details

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

Division 1
General Requirements

1-01 DEFINITIONS AND TERMS

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

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for "Contract".

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	6	Furnished automatically upon award.
Contract Provisions	6	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	Furnished only upon request.

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

1-02.5 Proposal Forms

(November 25, 2024 APWA GSP)

Delete this section and replace it with the following:

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

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

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.

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

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
(November 21, 2025 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 as required in Section 1-02.6;
 - f. The Bidder fails to submit the Bidder Questionnaire, if applicable, as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or
 - g. 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).

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

CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS

SPECIAL PROVISIONS

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

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

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

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

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

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

submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.2 Award of Contract

(*****)

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

1-03.3 Execution of Contract

(July 8, 2024 APWA GSP Option A)

Revise this section to read:

Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

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

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond
(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

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

1-03.7 Judicial Review
(December 30, 2022 APWA GSP)

Revise this section to read:

All decisions made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

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
(January 19, 2022 APWA GSP)

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

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.

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes
(January 13, 2021 WSDOT GSP)

Supplement this section with the following:

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 roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, and signing. Except for the survey control data to be

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

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

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

- 1 at additional points such that the transverse spacing of stakes is not more than
- 2 12 feet. If GPS Machine Controls are used to provide grade control, then
- 3 roadbed and surfacing stakes may be omitted at the discretion of the
- 4 Contractor.
- 5
- 6 7. Establish intermediate elevation benchmarks as needed to check work
- 7 throughout the project.
- 8
- 9 8. Provide references for paving pins at 25-foot intervals or provide simultaneous
- 10 surveying to establish location and elevation of paving pins as they are being
- 11 placed.
- 12
- 13 9. For all other types of construction included in this provision, (including but not
- 14 limited to channelization and pavement marking, illumination and signals,
- 15 guardrails and barriers, and signing) provide staking and layout as necessary
- 16 to adequately locate, construct, and check the specific construction activity.
- 17
- 18 10. Contractor shall determine if changes are needed to the profiles or roadway
- 19 sections shown in the Contract Plans in order to achieve proper smoothness
- 20 and drainage where matching into existing features, such as a smooth
- 21 transition from new pavement to existing pavement. The Contractor shall
- 22 submit these changes to the Engineer for review and approval 10 days prior to
- 23 the beginning of work.
- 24

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

27
28 The Contractor shall ensure a surveying accuracy within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
30 Slope stakes	±0.10 feet	±0.10 feet
31 Subgrade grade stakes set		
32 0.04 feet below grade	±0.01 feet	±0.5 feet
33		(parallel to alignment)
34		±0.1 feet
35		(normal to alignment)
36		
37		
38 Stationing on roadway	N/A	±0.1 feet
39 Alignment on roadway	N/A	±0.04 feet
40 Surfacing grade stakes	±0.01 feet	±0.5 feet
41		(parallel to alignment)
42		±0.1 feet
43		(normal to alignment)
44		
45 Roadway paving pins for		
46 surfacing or paving	±0.01 feet	±0.2 feet
47		(parallel to alignment)
48		±0.1 feet
49		(normal to alignment)

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

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.

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.

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.

(April 22, 2025 APWA GSP, Option D)

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 Contract Compliance

The Contractor shall be responsible for completing measurements to verify all ADA features comply with the Contract in the presence of the Engineer.

ADA Feature Measurements

The Contractor shall be responsible for providing the latitude and longitude of each ADA feature as indicated on the ADA Post Inspection Form(s) (WSDOT Form 224-020LP). The completed ADA Post Inspection Form(s) (WSDOT Form 224-020LP) shall be submitted as a Type 3 Working Drawing and transmitted to the Engineer within 30 calendar days of completing the ADA feature. After acceptance, the Contracting Agency will retain the final form(s) for their records.

Payment

Payment will be made for the following bid item that is included in the Proposal:

“ADA Feature Surveying”, lump sum.

The lump sum Contract price for “ADA Feature Surveying” shall be full pay for all the Work as specified.

In the instance where an ADA feature does not meet accessibility requirements, all work to replace non-compliant work and then to measure, record the measurements, and transmit the electronic forms to the Engineer shall be completed at no additional cost to the Contracting Agency.

1-05.4(3) Record Drawings

(*****)

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.

CITY OF MERCER ISLAND

76TH AVE SE & ADA IMPROVEMENTS

SPECIAL PROVISIONS

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".

1-05.7 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

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

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
(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

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

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

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

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

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

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

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

*(*****)*

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

(*****)

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

- the time of the commencement and completion of work
- names of streets or locations of alleys to be closed
- routes of detours where possible
- schedule of operations
- name(s) and phone number(s) of the construction superintendent in responsible charge
- names of individuals having full authority to execute the orders or directions of the Engineer, in the event of an emergency. Include phone numbers with 24/7 availability.

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

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

1-05.15 Method of Serving Notices

(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.

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

Add the following new section:

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

(*****)

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.

1-07 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 Taxes
(June 27, 2011 APWA GSP)

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

1-07.2 State Sales Tax

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

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

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

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.

1-07.8 High-Visibility Apparel
(September 16, 2025 WSDOT GSP)

Section 1-07.8(1) is revised to read:

All personnel performing the Work described in Section 2-04 (including traffic control supervisors, flaggers, and others performing traffic control labor of any kind) shall comply with the following:

1. During daylight hours with clear visibility, workers shall wear a high-visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in color; and a high visibility hardhat that is white, yellow, yellow-green, orange, or red in color; and
2. During hours of darkness (½ hour before sunset to ½ hour after sunrise) or other low-visibility conditions (snow, fog, etc.), workers shall wear a high-visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in color; a high-visibility lower garment meeting ANSI/ISEA 107 Class E, and a high visibility hardhat marked with at least 12 square inches of retroreflective material applied to provide 360 degrees of visibility.

1-07.11 Requirements for Nondiscrimination

1-07.11(2) Contractual Requirements
(November 25, 2024 APWA GSP)

Delete item 11 of the first paragraph of Section 1-07.11(2).

1-07.16 Protection and Restoration of Property

1-07.16(1) Private/Public Property
(*****)

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

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

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
(*****)

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.

Contact PSE contact at least 2 weeks prior to work occurring at Site 4.

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)
Notification: 12118433
William Hough
(253) 878-6858
William.hough@pse.com

Puget Sound Energy (Gas)
Notification: 12118434
William Hough
(253) 878-6858
William.hough@pse.com

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

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance
(January 4, 2024 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

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

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

I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A "wrap up policy" is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

1-07.18(2) Additional Insured

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

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

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

1-07.18(3) Subcontractors

The Contractor shall cause each subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided

insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors.

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$3,000,000	Products & Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury each offence
\$2,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
-------------	-------------------------------------

1-07.18(5)C Workers' Compensation

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

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

(May 2, 2017 APWA GSP)

Revise the third sentence of the second paragraph to read:

Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if approved by the Contracting Agency activating pedestrian recall timing or other accommodation may be allowed during construction.

*(*****)*

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

Work Zone Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that

are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

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

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

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

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

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

Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10*
40 mph	15
45 to 55 mph	20
60 mph or greater	30
* or 2-feet beyond the outside edge of sidewalk	

1-07.24 Rights of Way
(April 22, 2025 APWA GSP)

Delete this section and replace it with the following:

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

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

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

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 21, 2025 APWA GSP)

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

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 review Training or Apprenticeship Plans, when applicable.
5. To discuss FSBE Goals when applicable.
6. To establish normal working hours for the work;
7. To review safety standards and traffic control; and
8. To discuss such other related items as may be pertinent to the work.

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

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

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

1-08.1 Subcontracting

1-08.1(8)B Clauses Required in Subcontracts of All Tiers (November 25, 2024 APWA GSP)

Delete item 8 of the second paragraph of Section 1-08.1(8)B.

1-08.1(9) Submittal of Executed Subcontracts (April 22, 2025 APWA GSP, Option B)

Section 1-08.1(9) content and title are deleted and replaced with the following:

Vacant

1-08.3 Progress Schedule

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

(*****)

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.

The contractor shall complete the following milestones:

- All underground conduit trenching, paving, and concrete work (excluding extruded curb and stamped concrete) at Site 1 and Site 2 shall be completed prior to July 2, 2026.
- Site 1 extruded curb and stamped concrete shall be completed after SE 27th Street is overlaid in September-October 2026.

No construction work may occur during the following dates:

- FIFA World Cup: June 15, June 19, June 24, June 26, July 1, July 6
- City of Mercer Island Summer Celebration: July 11

- Seafair: July 31 through August 2

Trenching

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

Relocation, adjustment, and replacement concurrent with Construction

Minor unexpected relocations, adjustments, and relocations by franchise utilities, and performed by Others shall be performed concurrent with the Contractor's activities.

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 and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

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

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

1-08.5 Time for Completion

*(*****)*

This project shall be physically completed within *** 90 *** working days.

(November 25, 2024 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 all partial or whole days 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 in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable
 - 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 Weighing and Equipment

1-09.2(1) General Requirements for Weighing Equipment

(*****)

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
(*****)

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
(July 8, 2024, APWA GSP, Option B)

Delete the fourth paragraph and replace it with the following:

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 payment. The progress estimates are subject to change at any time prior to the calculation of the Final Payment.

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

1. Unit Price Items in the 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.

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-09.13 Claims Resolution

1-09.13(1) Conditions Precedent to Binding Arbitration or Litigation

1-09.13(1)A General
(December 30, 2022 APWA GSP)

Revise this section to read:

Prior to seeking claims resolution through arbitration or litigation, the Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full as a condition precedent to the Contractor's right to seek claim resolution through binding arbitration or litigation.

Any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be resolved, as prescribed herein, through binding arbitration or litigation.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action which total \$1,000,000 or less, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action in excess of \$1,000,000, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Arbitration General
(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.

1-09.13(4) Venue for Litigation
(December 30, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-10 TEMPORARY TRAFFIC CONTROL

**1-10.2 Traffic Control management
1-10.2(2) Traffic Control Plans
(*****)**

Contractor must have a pre-construction meeting with WSDOT (Mike Rudd, michael.rudd@wsdot.wa.gov, (206) 327-1877) at least 7 days in advance of placing traffic control signage at North Mercer Way & SE 22nd Street.

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

The Traffic Control Plans (TCP) shall be submitted at a scale of 1" = 20' and shall also show hauling routes, which must be approved in advance by the Engineer. Per 1-08.0(1), the Contractor shall bring a preliminary TCP to the preconstruction meeting which shall include a proposed construction schedule, construction phasing, pedestrian route plan, and associated temporary traffic control implementation.

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

- Driveway closure shall be coordinated with property owners prior to reconstruction.
- Lane closures during working hours are allowable provided one lane of traffic is maintained at all times. Emergency response vehicles shall have immediate access at all times.
- Unless a pay item has specifically been included in the contract, dust, mud control and street cleaning is considered incidental to the project.
- The Contractor shall provide for cleaning all surfaced roadways as a result of the execution of this project. Flushing shall not be allowed.
- Traffic Control at North Mercer Way & SE 22nd Street must follow WSDOT pre-approved plans as provided in plan set, any modification to these plans must be coordinated with WSDOT.
- Maintain driveway access to all businesses. Business Open signs to be located at driveways to businesses within work zone.

No lane closures will be allowed on a holiday or holiday weekend. Holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend.

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

CITY OF MERCER ISLAND

76TH AVE SE & ADA IMPROVEMENTS

SPECIAL PROVISIONS

situations. Generic TCP Plans will not be acceptable. The Contractor's proposed Traffic Control Plans shall show the necessary lane closures, lane shifts, construction signs, flaggers, spotters, and other traffic control devices required to support each phase of the construction. A separate plan shall be prepared for each major construction phase. The Contractor-provided Plans shall be prepared by the Contractor's Traffic Control Supervisor or a licensed engineer in the State of Washington and shall conform to the requirements contained in the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), the latest version of the Work Zone Traffic Control Guidelines published by the Washington State Department of Transportation.

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

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

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

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

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

1-10.3 Traffic Control Labor, Procedures, and Devices

1-10.3(3) Traffic Control Devices

1-10.3(3)A Construction Signs

(*****)

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

(*****)

Five days prior to commencement of work the Contractor shall place a portable changeable message sign at each end of the project as

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

directed by the Engineer. Messages to display will be determined by the Engineer.

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

1-10.5 Payment

(*****)

Supplement this section with the following:

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

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

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

END OF DIVISION 1

**Division 3
Earthwork**

3-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

3-01.2 Disposal of Usable Material and Debris
(March 13, 1995 WSDOT GSP, Option 1)

Section 2-01.1 is supplemented with the following:

Clearing and grubbing on this project shall be performed within the following limits:
Areas shown on plans within project limits.

3-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

3-02.3 Construction Requirements
(September 7, 2021 WSDOT GSP, Option 1)

Section 3-02.3 is supplemented with the following:

Removal of Obstructions

The following miscellaneous Obstructions shall be removed and disposed of:

Items	Quantities	Units
Concrete Removal incl haul	3,900	SF
Tree and Grate (if present) Removal	5	EA
Removal of Existing Bronze Inlays	3	EA
Tree Trimming	4,345	SF

END OF DIVISION 3

Division 5
Surface Treatments and Pavements

5-04 HOT MIX ASPHALT

(January 31, 2023 APWA GSP)

Delete Section 5-04, Hot Mix Asphalt, and replace it with the following:

5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

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.

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 (RAP)	9-03.8(3)B, 9-03.21
Reclaimed Asphalt Shingles (RAS)	9-03.8(3)B, 9-03.21
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

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.

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP.

If the Contractor wishes to utilize High RAP/Any RAS, the design must be listed on the WSDOT Qualified Products List (QPL).

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01. Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

5-04.2(1) How to Get an HMA Mix Design on the QPL

If the Contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

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

No paving shall begin prior to the approval of the mix design by the Engineer.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the Contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, 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 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.

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the Contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall:

- Be designed for ***\$1\$\$*** million equivalent single axle loads (ESALs).
- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324 or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Mix Design. 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 ESALs appropriate for the required use.

5-04.2(2)B Using Warm Mix Asphalt Processes

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer’s approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

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

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
-------------------------------	----------------	---------------

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) Paving Under Traffic

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed, and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

- 1. Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
- 2. Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric

instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.

3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field-testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).

5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:

- a. A mechanical sampling device attached to the HMA plant.
- b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The Contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

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

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless otherwise required by the Contract.

Where an MTD/V is required by the Contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one-part water to one-part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

5-04.3(4)A Crack Sealing

When the Proposal includes a pay item for crack sealing, seal cracks in accordance with Section 5-03.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1"	0.35 feet
HMA Class ¾" and HMA Class ½"	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class ⅜"	0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation, the aggregate properties of sand equivalent, uncompacted void content, and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

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.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

- a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. **Job Mix Formula Adjustments** – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

- a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", 3/8", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
- b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent.

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per subplot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall be tested.

Sampling and testing HMA in a structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a CPF shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a CPF using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	Factor “p”
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (V_a) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the CPF.

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have

been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, V_a . The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the CPF.

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a CPF of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or Roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core", the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core", the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

For a subplot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the subplot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way

defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction - Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction - Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 400 tons, whichever is less except that the final subplot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

The subplot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each subplot, with one test per subplot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a subplot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92%, a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

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 Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway 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(11)D Rejection - A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection - An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the CPF of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PF for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed, and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the

temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than $\frac{1}{2}$ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

Bridge Paving Joint Seals shall be in accordance with Section 5-03.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than $\frac{1}{8}$ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than $\frac{1}{4}$ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving and Pre-Planing Briefing (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing Bituminous Pavement

The planing plan must be approved by the Engineer and a pre-planing meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planing submittals.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition, the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:

a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.

3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals - Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.
3. Haul routes from supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA supplier facilities to be used.
5. List of all equipment to be used for paving.

6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other Contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both the Paving and Planing:
 - a. The actual times of starting and ending daily operations.
 - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
 - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, public convenience and safety, and other Contractors who may operate in the Project limits.
 - d. Notifications required of Contractor activities and coordinating with other entities and the public as necessary.

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

- e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and paving.
- f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.
- g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, streetcar rail, and castings, before planing as per Section 5-04.3(14)B2.
- h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
- i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
- j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:

- a. When to start applying tack and coordinating with paving.
- b. Types of equipment and numbers of each type of equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type of equipment as it relates to meeting Specification requirements.
- c. Number of JMFs to be placed, and if more than one JMF is used, how the Contractor will ensure different JMFs are distinguished, how pavers and how MTVs are distinguished, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
- d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and supplier shutdown of operations.
- e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

5-04.4 Measurement

HMA Cl. ____ PG ____, HMA for ____ Cl. ____ PG ____, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Planing bituminous pavement will be measured by the square yard.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

“HMA Cl. ____ PG ____, per ton.

“HMA for Approach Cl. ____ PG ____, per ton.

“HMA for Preleveling Cl. ____ PG ____, per ton.

“HMA for Pavement Repair Cl. ____ PG ____, per ton.

“Commercial HMA”, per ton.

The unit Contract price per ton for “HMA Cl. ____ PG ____, “HMA for Approach Cl. ____ PG ____, “HMA for Preleveling Cl. ____ PG ____, “HMA for Pavement Repair Cl. ____ PG ____, and “Commercial HMA” shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

“Pavement Repair Excavation Incl. Haul”, per square yard.

The unit Contract price per square yard for “Pavement Repair Excavation Incl. Haul” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for “HMA for Pavement Repair Cl. ____ PG ____, per ton.

“Asphalt for Prime Coat”, per ton.

The unit Contract price per ton for “Asphalt for Prime Coat” shall be full payment for all costs incurred to obtain, provide and install the material in accordance with Section 5-04.3(4).

“Prime Coat Agg.”, per cubic yard, or per ton.

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

The unit Contract price per cubic yard or per ton for “Prime Coat Agg.” shall be full pay for furnishing, loading, and hauling aggregate to the place of deposit and spreading the aggregate in the quantities required by the Engineer.

“Planing Bituminous Pavement”, per square yard.

The unit Contract price per square yard for “Planing Bituminous Pavement” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

“Job Mix Compliance Price Adjustment”, by calculation.

“Job Mix Compliance Price Adjustment” will be calculated and paid for as described in Section 5-04.3(9)C6.

“Compaction Price Adjustment”, by calculation.

“Compaction Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)D3.

“Roadway Core”, per each.

The Contractor’s costs for all Work associated with the coring (e.g., traffic control) shall be incidental and included in the unit Bid price per each.

“Cyclic Density Price Adjustment”, by calculation.

“Cyclic Density Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)B.

END OF DIVISION 5

Division 7
Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains,
and Conduits

7-04 STORM SEWERS

7-04.2 Materials

(****)

Supplement

Section 7-04.2 is supplemented with the following:

All storm sewer main shall be Ductile Iron per 9-05.13

Trench backfill and pipe bedding material shall be as specified in Section 7-08 of the Special Provisions and on the Plans.

The contractor is reminded that these storm sewer materials, as with all pertinent bid items, requires material submittal as well as approval by the Engineer.

7-04.3 Construction Requirements

7-04.3(1) Cleaning and Testing

(****)

Supplement

Section 7-04.3(1)A is supplemented with the following:

All lines shall be flushed clean of all debris prior to acceptance. The debris shall be intercepted and collected at the nearest downstream point of access. The material shall then be loaded and wastehailed to a Contracting Agency-approved dumpsite.

Add the following New section.

7-04.3(1)A General

7-04.3(1)G Television Inspection

(****)

New

All storm sewer pipe including the detention pipe shall be subject to air testing and television inspection. Inspection will be required prior to final paving/concrete pour. All pipes shall be fully installed, trenches compacted, and pipes cleaned of all debris prior to video inspection. The debris shall be intercepted and collected at the nearest downstream point of access. The material shall then be loaded and waste hauled to a Contracting Agency-approved dumpsite.

The Contractor shall bear all costs incurred in making the air testing and video inspection and shall bear all costs incurred correcting any deficiencies found during inspection. The dye and a depth-measuring device shall be mounted on a camera to enable viewing and recording the depth of standing water at low spots and connections. The video inspection shall include a 360-degree view of all pipe connections. Linear measurements references shall be measured from the center of the beginning structure to the center of the next in line structure. All structure references shall utilize the designated structure reference numbers shown on the Plans.

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

The following television inspection information shall be provided to the Contracting Agency:

1. A clear DVD/electronic file which encompasses the limits of the inspection area including all reference data as described herein. A tape reference time and date for the start of each run shall also be indicated.
2. A written report shall be provided corresponding to the taped inspection and including all reference data as described herein. The report shall consist of a written narrative of all distinctive pipe conditions including ponding areas in excess of 1/4 inch.

The deficiencies that will require pipe removal and replacement include, but are not limited to:

- Visible damage to the pipe.
- Failure of mandrel test.
- Reverse flow.
- Bird baths anywhere along the pipe segment greater than 1/2 inch in depth or any pipe indentations.
- Open joints.
- Foreign material that cannot be removed by other means.

The pipe shall pass the exfiltration test procedure in Section 7-04.3(1)B prior to acceptance.

Add the following new section:

7-04.3(2) Bypass Plan

(*****)

New

Storm Sewer installation may require a lengthy bypass depending on site conditions. Design of bypass and associated pumping requirements to be the responsibility of the Contractor. Storm Sewer Bypass design to be reviewed and accepted by the City. Any costs associated with the storm sewer bypass plan shall be considered incidental to the cost of the "Ductile Iron Pipe 8 In. Diam." bid item.

7-04.4 Measurement

(*****)

Replacement

Delete all paragraphs under Section 7-04.4 and replace with the following:

"Ductile Iron Pipe 8 In. Diam." is measured per linear foot.

The length of storm sewer pipe will be the number of linear feet of completed installation measured along the horizontal length of pipe at grade and will include the length through elbows, tees, and fittings ect. The number of linear feet will be measured from the inside face of a storm structure.

The Contractor is reminded that these storm sewer materials, as with all pertinent bid items, require material submittal as well as approval by the Engineer.

7-04.5 Payment

(*****)

Supplement

Section 7-04.5 is supplemented with the following:

Ductile Iron Pipe 8 In. Diam.	Linear Foot
-------------------------------	-------------

The unit contract price per linear foot for "Ductile Iron Pipe 8 In. Diam." shall be full pay for all work to complete the installation including the following:

Trenching, excavation, wastehaul and disposal of excavated material, wastehaul and disposal of excess or unsuitable material encountered including, but not limited to, abandoned piling, pipe, concrete, asphalt, tree stumps, logs, abandoned rail ties and rip rap. Furnishing and compacting imported pipe zone bedding and imported or native material for pipe backfill. Furnishing and installing the specified pipe with all required appurtenances, flushing, and cleaning and testing of pipes, general pipe installation work including plugs and connections to new and existing drainage structures, testing and television inspection (including submittal of television inspection and log to the City) and development/installation/maintenance of a storm sewer bypass plan if necessary.

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

7-05.1 Description

7-05.1(1) Submittals

(*****)

Supplement

Submittals for the drainage structures shall include the following items in accordance with Division 1, General Requirements.

1. Complete materials list.
2. Manufacturer's recommended installation and maintenance procedures.

7-05.2 Materials

(*****)

Supplement

Section 7-05.2 is supplemented with the following:

Material for backfill around structures within the roadway shall be "Crushed Surfacing Base Course" or "Crushed Surfacing Top Course" as specified in 9-03.9(3) of the Specifications.

All frame, grates, and solid lids shall have rust protection coating and two locking bolts if storm structure is located within traveled way and two locking bolts if within gutter pan. All grates shall be vaned grates and shall have EONLOCKS bolts or Contracting Agency approved equal.

7-05.3 Construction Requirements

(*****)

Supplement

Section 7-05.3 is supplemented with the following:

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

The Contractor shall, prior to the beginning of any work, become familiar with the existing utility locations. Final adjustment shall be smooth and flush with finished grade. The Contractor shall mark the location of all utilities prior to paving the new surface. Unless otherwise provided for in the Special Provisions and Proposal, costs for adjusting new utilities to grade, including coordinating the work with other utilities, shall be incidental to the various items of work and no additional compensation will be allowed. Any damage occurring to the utilities, due to the Contractor's operations, shall be repaired at the Contractor's own expense.

Facilities within the paved surface shall be adjusted to grade in the following manner:

Within a Cement Concrete Paving Area:

Manholes, catch basins, and similar structures to be rehabilitated and/or adjusted in conjunction with street grading projects, that are to be surfaced with cement concrete, shall be cut off below subgrade and covered with a temporary cover. Final adjustment shall be made and the frames set after forms have been placed and checked. In placing the concrete pavement, care shall be taken not to alter the position of the casting in any way.

Within a Hot Mixed Asphalt Paved Surface:

The Contractor shall complete the adjustment of new and existing utility structures no fewer than 5 working days after the pavement is completed. The structure shall then be brought to proper grade utilizing the same methods of construction as specified for new construction. Asphalt concrete shall then be placed and compacted with hand tampers and a patching roller. The joint between the patch and the existing pavement shall then be painted with hot asphalt sealer and shall be immediately covered with dry sand before the asphalt cement solidifies.

7-05.3(1) Adjusting Manholes and Catch Basins to Grade

(*****)

Supplement

Section 7-05.3(1) is supplemented with the following:

When existing frames and covers or frames and grates are designated to be adjusted, the existing frame and cover or grate shall be removed, and a new bolted locking frame and cover or grate shall be furnished, installed, and adjusted to the finished grade elevation.

The Contractor shall construct all manholes and catch basins from precast concrete bases and risers. Cast-in-place concrete bases shall only be used for "straddle" of existing systems and shall be watertight.

In areas of new and existing pavement, the grate rim elevation shall be set to promote drainage flow. In unimproved areas, the rim elevations shall be set 2 inches above finished grade unless otherwise shown on the Plans.

Dewatering shall be per Section 7-08.3(1).

7-05.4 Measurement

(*****)

Supplement

Section 7-05.4 is supplemented with the following:

"Catch Basin Type 1," is measured per each.

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

Excavation, obtaining and placing backfill and foundation material, and temporary patching around the structure will not be measured for payment and shall be included the bid item "Catch Basin Type 1".

"Grate/Lid Replacement," is measured per each.

7-05.5 Payment

(*****)

Supplement

Section 7-05.5 is supplemented with the following:

"Catch Basin Type 1"	Per Each
"Grate/Lid Replacement,"	Per Each

The unit contract price per each for "Catch Basin Type 1," shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item, to include but not limited to; lids per the contract plans, locking frames and grates per the contract plans, locking rings and solid lids per contract plans, excavation, shoring, foundation gravel, backfill, compaction, removal and wastehaul of excavated material, pipe connections, dewatering, and adjusting new structures to finished grade. Connecting new and existing pipes to the new structure including pipe spools and fittings/adaptor necessary for connection to existing pipes shall be included in the per each unit price for each structure. Specifically included in this unit cost is any equipment such as cranes or other heavy equipment necessary to protect and/or hold existing utility or light poles.

The unit contract price per each for "Grate/Lid Replacement," shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item, to include but not limited to; locking lids per the contract plans, locking grates per the contract plans, and removal and disposal of existing grates/lids shall be included in the per each unit price for each structure.

7-07 CLEANING EXISTING DRAINAGE STRUCTURES

7-07.3 Construction Requirements

(*****)

Modification

Delete the first sentence in the first paragraph and replace with the following:

All pipes and drainage structures within the project area shall be cleaned and maintained throughout the course of the project. In addition, the Contractor shall perform a final cleaning of the system to be approved by the Contracting Agency prior to acceptance of the project.

7-07.4 Measurement

(*****)

Replacement

Delete this Section and replace with the following:

No specific unit of measurement will apply to cleaning existing drainage structures.

7-07.5 Payment

(*****)

Replacement

Delete this Section and replace with the following:

No separate or additional payment will be made for cleaning existing drainage structures. This work shall be considered incidental and shall be included in the various unit and lump sum contract prices.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.2 Materials

(*****)

Replacement

This Section is deleted and replaced with the following:

The pipe used on this project shall be the type and size specified on the Plans.

Gravel backfill for foundations shall meet the requirements of Section 9-03.12(1).

Pipe zone bedding shall meet the requirements of crushed surfacing top course per Section 9-03.12(3). No recycled material shall be used for pipe zone bedding.

Trench backfill shall be imported trench backfill or native material that meets the requirements of Section 9-03.10. Imported trench backfill shall be crushed surfacing top course meeting the requirements of Section 9-03.9(3). No recycled material shall be used for trench backfill.

Material used for replacement of unsuitable material shall be quarry spalls meeting the requirements of 9-13.1(5)

7-08.3 Construction Requirements

(*****)

Supplement

Section 7-08.3 is supplemented with the following:

All storm pipe shall be installed per the contract Plans.

All crossings of existing utilities, where clearance is less than 6 inches, shall have an Ethafoam pad installed between the two utilities so that contact between the utilities can be avoided.

Open trenches within the traveled way shall have a slip-resistant steel plate cover placed over the trench along with wood shims and steel pins. A wedge of asphalt cold mix or other material approved by the Engineer shall be placed along the sheet edges to provide a smooth transition between the pavement and the steel plate. Warning signs shall be used to alert motorists of the presence of the steel plates. Refer to Section 5-04.3 for additional requirements.

Contractor shall not construct any new pipe joint within 6 feet of the existing centerline of the utility crossing.

Any existing material deemed unsuitable by the engineer shall be removed and replaced. A minimum of one (1) foot of existing material shall be removed and replaced in accordance with these specifications and the contract plans.

7-08.3(1) Excavation and Preparation of Trench

7-08.3(1)A Trenches

(*****)

Supplement

Section 7-08.3(1)A is supplemented with the following:

The length of trench excavation in advance of pipe laying shall be kept to a maximum of 100 feet. Excavation shall be closed up at the end of the day or protected per Section 1.07.23(1).

The Contractor shall limit his excavation to the limits of the maximum payment width and depth shown on the Plans. If the Contractor purposely or neglectfully excavates trenches to a width or depth beyond the neat line payment limit of the trench as shown on the Plans, the expenses associated with any additional trenching, wastehaul, trench backfill, compaction and testing, and surface restoration as a result of excavating beyond the neat line payment limits shall be borne by the Contractor.

It is not anticipated that solid rock will be encountered. Should such material be encountered, the excavation, removal and wastehaul will be paid for by change order per Section 1-04.4. Boulders or broken rock less than 2 cubic yards in volume, shall not be classified as rock, nor will so-called "hard-pan" or cemented gravel, even though it may be advantageous to use special equipment in its removal.

Trench excavation shall also include wastehauling all excess and/or unsuitable material encountered, including but not limited to, abandoned pipelines, concrete, asphalt, tree stumps, trees, logs, abandoned rail ties, piling, and riprap.

Sawcutting and removal of existing pavements for installation of all pipe shall be performed in accordance with Section 2-02 of these Special Provisions.

Where trench excavation equals or exceeds a depth of 4 feet, the Contractor shall provide, construct, maintain, and remove as required safety systems that meet the requirements of the Washington Industrial Safety and Health Act, RCW 49.17, including WAC 296-155. The trench safety systems shall be designed by a qualified person and meet accepted engineering requirements (see WAC 296-155-660). The Contractor shall submit a detailed Trench Safety System Plan prior to excavation of any utility exceeding 4 feet in depth. If the pipe depth is modified as to not use shoring, the Contractor is liable for any and all conflicts with other utilities due to this modification.

The Contractor shall furnish, install, and operate all necessary equipment to keep excavations above the foundation level free from water during construction and shall dewater and dispose of the water so as not to cause injury to public or private property, damage to the storm system, or nuisance to the public. Sufficient pumping equipment in good working condition shall be available at all times for all emergencies, including power outage, and the Contractor shall have available at all times competent workmen for the operation of the pumping equipment.

The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soil,

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

- 1 prevent disturbance of backfill and prevent movement of structures and
2 pipelines.
- 3 The dewatering system shall be installed and operated by the Contractor so
4 that the groundwater level outside the excavation is not reduced to the extent
5 that would damage or endanger adjacent structures or property. Should
6 settlement of the surrounding area and/or structures be observed, the
7 Contractor shall cease dewatering operations and implement contingency
8 plans. The cost of repairing any damage to adjacent structures, underground
9 facilities or utilities and satisfactory restoration of above ground facilities to
10 include fences, paving, concrete, etc., shall be the responsibility of the
11 Contractor.
- 12 The Contractor shall be required to comply with all conditions and
13 requirements mandated by the Department of Ecology for the construction,
14 operation, and decommissioning of dewatering facilities.
- 15 The Contractor shall obtain approved grading and filling permits for all spoils
16 material sites, from the Contracting Agency, County, or both, as required.
17 These permits shall be secured and paid for by the Contractor. There are no
18 fill sites in the City of Brier. All materials shall be waste hauled offsite to an
19 approved disposal site located outside of the City of Brier. No filling of any
20 kind within the City of Brier limits will be allowed.

7-08.3(2)B Pipe Laying – General

(*****)

Supplement

- 21
22
23
24 Section 7-08.3(2)B is supplemented with the following:
- 25 All pipe shall be unloaded from delivery vehicles with mechanical equipment.
26 Dropping of pipe onto the ground or mats will not be permitted. All pipe and
27 fittings shall be carefully lowered into the trench in such a way as to prevent
28 damage to pipe materials and protective coatings and linings. Under no
29 circumstances shall materials be dropped or dumped into the trench.
- 30 All pipe shall be laid in straight lines and at uniform rate for grade between
31 structures. Variation in the invert elevation between adjoining ends of pipe
32 due to non-concentricity of joining surface and pipe interior surfaces shall not
33 exceed 1/2-inch maximum.
- 34 Every precaution shall be taken to prevent foreign material from entering the
35 pipe while it is being laid. After placing a length of pipe in the trench, the
36 spigot end shall be centered in the bell and pipe forced home and brought to
37 correct line and grade. The pipe shall be secured in place with pipe bedding
38 tamped under it. Precaution shall be taken to prevent dirt from entering the
39 joint space. At times when pipe laying is not in progress, the open ends of
40 pipe shall be closed by a watertight plug or other means approved by the
41 Contracting Agency. If water is in the trench when work resumes, the seal
42 shall remain in place until the trench is dewatered as specified for
43 groundwater control. Tee branches shall be blocked and sealed with the
44 same joint and pipe material as used for pipes.

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

Care shall be taken to properly align, clean and lubricate the spigot and socket area of the pipes before joining. The pipe spigot shall be forced into the socket until the reference mark on the spigot is flush with the bell end.

All connections to existing pipe of differing materials shall be made with adapters which are specifically manufactured for this purpose. If the band type adapters are used, then only stainless steel bands will be allowed.

The Contractor shall obtain approved grading and filling permits for all spoils material sites, from the Contracting Agency, County, or both as required. These permits shall be secured and paid for by the Contractor.

7-08.3(3) Backfilling

(*****)

Supplement

Section 7-08.3(3) is supplemented with the following:

Compaction

Trench backfill shall be compacted by a method approved by the Project Engineer and meeting the provisions of the Standard Specifications. Backfill below pavement or sidewalk subgrade shall be compacted to at least 95 percent of Modified Proctor per ASTM D1557. The City will provide a geotechnical engineer for soils and compaction testing. The City's Inspector will coordinate testing. The Contractor shall pay for any retesting required due to failed material or compaction tests.

Add the following new section:

7-08.3(5) Vertical Clearance Between Utility Lines

All utility crossings, except those between sanitary sewer and water, shall provide 8 inches of separation from the outside edge of the pipes. Crossings between sanitary sewer and water shall be 18 inches.

Where the vertical clearance cannot be achieved and the clearance between storm and water lines or storm and sewer line is 2 to 6 inches, an ethylene vinyl acetate pad, Rubatex Laboratories R-5010-A, or an approved equal, is required. The pad shall be 3 feet by 3 feet by 2.5 inches minimum, and placed between the pipes. All costs necessary to furnish and install the pad shall be considered incidental to pipe laying.

7-08.4 Measurement

(*****)

Supplement

Section 7-08.4 is supplemented with the following:

"Removal and replacement of Unsuitable Material (Trench), Incl. Haul" will be measured by the cubic yard as measured in the trench line in the field.

7-08.5 Payment

(*****)

Supplement

Section 7-08.5 is supplemented with the following:

Removal and Replacement of Unsuitable Material (Trench), Incl. Haul	Cubic Yard
--	------------

The unit contract price per cubic yard shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to remove and replace unsuitable material below the trench bottom to include, but not limited to, excavation, removal and wastehaul of unsuitable excavated material and dewatering, and placement and compaction of replacement materials. Please note that this bid item is a contingent bid item in accordance with section 1-11.

7-15 SERVICE CONNECTIONS

7-15.4 Measurement

(*****)

This section is supplemented with the following:

Replace and Adjust Meter Boxes will be measured per each.

7-15.5 Payment

(*****)

This section is supplemented with the following:

“Replace and Adjust Meter Box”, per each.

The unit Contract price per each for “Replace and Adjust Meter Box” shall be full pay for all costs necessary to replace and adjust meter box in accordance with the requirements of this section and the contract plans.

1. Install/adjust the ring and cover in accordance with the requirements of this section.
2. Restore surface in accordance with the requirements of this section.
3. Contractor is responsible for the removal and disposal of all waste material.

END OF DIVISION 7

Division 8
Miscellaneous Construction

8-02 ROADSIDE RESTORATION

8-02.2 Materials

8-02.2(9-14) Erosion Control and Roadside Planting

8-02.2(9-14.2) Topsoil

8-02.2(9-14.2(1)) Topsoil Type A
(*****)

Section 9-14.2(1) is supplemented with the following:

Topsoil Type A shall be Cedar Grove 3-Way Topsoil.

8-02.4 Measurement

Roadside Restoration will be measured by the square yard and include Top Soil Type A, Seeded Lawn Installation, Bark or Wood Chip Mulch, and Crushed Surface Top Course (CSTC) used to restore roadsides as outlined in the plans.

Seeded Lawn Installation	87
Bark or Wood Chip Mulch	33
Topsoil Type A	120
CSTC (Gravel)	14

8-02.5 Payment

"Roadside Restoration", per square yard, shall be full pay for all costs necessary to prepare the area, plant or sod the lawn, erect barriers, control weeds, and establish lawn, mulch, or gravel areas and for furnishing all labor, tools, equipment, and materials necessary to complete the Work as specified.

8-09 RAISED PAVEMENT MARKERS

8-09.4 Measurement

(*****)

Section 8-09.4 is replaced with the following

Measurement of markers will be per each.

8-09.5 Payment

(*****)

Section 8-09.5 is replaced with the following

"Raised Pavement Marker Type 1", per each.

"Raised Pavement Marker Type 2", per each.

8-14 CEMENT CONCRETE SIDEWALKS

8-14.3 Construction Requirements

(*****)

Section 8-14.3 is supplemented with the following:

- City approved Mix Design prior to placement
- Minimum nominal maximum aggregate size of 3/4" rock unless otherwise approved on specific criteria.
- 4000 PSI minimum.
- Medium Broom Finish (Perpendicular to the direction of traffic)
- Diamond Clear Cure & Seal applied after finishing (no other curing compounds permitted-ie. any wax or water based products)
- 10' felt jointing on curbs and sidewalk (where appropriate)
- 5' grooved joints in most sidewalk areas (where appropriate)
- 30"x 30" grooved squares (where decorative panels exist)
- No felt around utilities (J-Boxes, water meter boxes, etc.)
- 4" min depth for walking surfaces, 6" min depth for driving surfaces.
- Reuse existing base course when possible.

Timing Restrictions

Curb ramps shall be constructed on one leg of the intersection at a time. The curb ramps shall be completed and open to traffic within five calendar days before construction can begin on another leg of the intersection unless otherwise allowed by the Engineer.

Unless otherwise allowed by the Engineer, the five calendar day time restriction begins when an existing curb ramp for the quadrant or traffic island/median is closed to pedestrian use and ends when the quadrant or traffic island/median is fully functional and open for pedestrian access.

Layout and Conformance to Grades

Using the information provided in the Contract documents, the Contractor shall lay out, grade, and for each new curb ramp, sidewalk, and curb and gutter.

8-14.3(6) Stamped Cement Conc. Sidewalk

(*****)

Add the following new section:

Stamped Concrete Finish shall be installed on Cement Concrete island behind curbs with an imprinted finish with colored concrete mix poured from mixer truck. The concrete mix shall be color "Brick Red" with Cadman's product code of 79044 or approved equal. Stamped Concrete shall be finished with an imprint concrete stamp, polymer mat. Imprinted concrete pattern shall made from interlocking stamp patterns. The surface texture is that of new, unused brick, 3-5/8" wide by 7-5/8" long, edges are straight and corners are square, laid in a perpendicular pattern. Imprinted inside joints have appearance of

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

raked, rough, sandy grout joint, 3/8" wide. Pattern shall be laid in a 90 degree angle to the corner radius.

8-14.4 Measurement

(*****)

Section 8-14.4 is supplemented with the following:

Stamped Cement Conc. Sidewalk will be measured by the square yard.

Scored Cement Conc. Sidewalk will be measured by the square.

8-14.5 Payment

(*****)

Section 8.14.5 is supplemented with the following:

"Stamped Cement Conc. Sidewalk", per square yard.

"Scored Cement Conc. Sidewalk", per square yard.

The unit Contract price per cubic yard for Stamped Cement Conc. Sidewalk and Scored Cement Conc. Sidewalk shall be full compensation for all costs incurred to carry out the requirements of Section 8-14, including the patterning of the pavement identified in the Plans.

"Detectable Warning Surface", per square foot.

The unit Contract price per square foot of "Detectable Warning Surface", shall be full pay for Cast-In-Place Detectable Warning Surfaces in refuge island at Site 1. All other Detectable Warning Surfaces are included in Curb Ramp pay items.

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

(*****)

8-20.1 Description

(*****)

Section 8-20.1 shall be revised to read:

The work associated with the Modifications to the Existing Illumination System and installation of a new Rectangular Rapid Flashing Beacon (RRFB) System (solar powered) consists of furnishing and installation of luminaires, foundations, junction boxes, conduit, conductors, inspections, testing and other incidental materials as may be required to complete construction of the systems listed below and comply with the Plans and these Specifications. The work includes the installation of Contractor-supplied RRFB poles and pole attachments, including RRFB light bars, RRFB controller cabinets, pedestrian push button assemblies, signs, anchor bolts and pole bases as described in Section 8-20.2 Materials. The work shall consist of, but not necessarily be limited to:

- Modifications to the Existing Illumination System at the intersection of 76th Ave SE & 22nd St.
- Modifications to the Existing Illumination System at the 76th Ave SE mid-block crossing.

- Installation of a new Rectangular Rapid Flashing Beacon (RRFB) System at the 76th Ave SE mid-block crossing.

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

This Work also consists of constructing accessible pedestrian facilities in accordance with details shown in the Plans, Standard Plans, these Specifications, the 2024 PROWAG, and in conformity to lines and grades shown in the Plans or as established by the Engineer.

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

Section 8-20.1(1) is supplemented with the following:

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 2025 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
(*****)

Section 8-20.1(3) is supplemented with the following:

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

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

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 RRFB final testing:

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

8-20.1(3) Restrictions on the Schedule of Work

(*****)

Add the following new section:

1. Work in Roadway.

The roadway shall be kept open to traffic at all times, except when specific tasks required by this Contract require construction in the roadway. All work within the traveled way of any roadway shall be limited to the hours as specified in Section 1-08.0(2) of these Special Provisions. Work shall be accomplished such that at least one lane of traffic is open in each direction on every leg during working hours. Exceptions to this will require a 3-day advance approval from the Engineer and approval of a special traffic control plan to be developed by the Contractor.

8-20.1(3) Errors and Omissions

(*****)

Add the following 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.

8-20.1(3) Materials

(*****)

Section 8-20.1(3) is supplemented with the following:

CITY OF MERCER ISLAND**76TH AVE SE & ADA IMPROVEMENTS****SPECIAL PROVISIONS**

- 1 The Engineer reserves the right to inspect the manufacturing process of all
 2 materials. Final inspection and acceptance of the installed materials will not be
 3 given until final installation and testing has been completed on the systems.
 4 Approval to install materials and equipment must be obtained from the Engineer
 5 at the job site before installation.
 6
 7 All materials shall be handled in loading, unloading and erecting in such a
 8 manner that they will not be damaged. Any parts that are damaged due to the
 9 Contractor's operations shall be repaired or replaced at the Contractor's
 10 expense. All repairs shall be to the approval of the Engineer.
 11
 12 The Contractor shall provide all manufacturer warranty documents to the City of
 13 Mercer Island.
 14
 15 When submitting material lists for approval, the Contractor shall identify all
 16 revisions or changes to manufacturer names, component names, and model
 17 numbers listed in these Special Provisions. The Contractor shall also include a
 18 brief justification for the revision or change.
 19

Contractor-Supplied Materials

<u>Description</u>	<u>Quantity</u>
RRFB control cabinet (SC315-G) Solar, natural finish	3
Battery 35AH	3
50-Watt Solar Panel w/ Harness	3
Top of pole mount for 50-Watt Solar Panel	3
RRFB lightbar with confirmation lights (includes universal mounting bracket), black	6
Harness, 16ft, terminal block to lightbar, RRFB, SC315, TPE	6
Pushbutton, Polara iNX audible, 9x12 R10-25 sign & mount, yellow	2
Harness, 16ft, Polara iNX or Campbell Guardian button, G-series	2
Sign (crossing walking man) 30x30 fluorescent green (W11-2) alum.	6
Sign (arrow) 24x12 fluorescent green (W16-7PL) left down arrow.	3
Sign (arrow) 24x12 fluorescent green (W16-7PR) right down arrow.	3
Sign (bike/crossing walking man) 12x12 (w11-501) fluorescent green	3
Pole, spun aluminum, 4-1/2" Schedule 40 , 14' length	3
Pedestal base, aluminum, square, with aluminum door, no logo	3
Collar assembly, aluminum, for square base	3
Anchor bolt kit 3/4" #10, set of (4) galvanized	3

20

8-20.1(3) Equipment List and Drawings

21 (*****)

22

23

24

25

26

27

28

29

30

31

Section 8-20.1(3) is supplemented with the following:

Manufacturer's technical information shall be submitted for all 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

(*****)

Section 8-20.3(1) is supplemented with the following:

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

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

1 maintain locates during the duration of the project once they have
2 been identified.

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

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

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

15 If a conflict is identified, the Contractor shall contact the Engineer. The
16 Contractor and City shall determine alternative locations for poles,
17 vaults or junction boxes. The Contractor shall get approval from the
18 Engineer prior to installation. The Contractor may consider changing
19 depth or alignment of conduit to avoid utility conflicts.

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

- 26
- 27 1. Contact the Engineer and determine if there is an alternative location for
28 the foundation, junction box or conduit trench.
 - 29
 - 30 2. If an adequate alternate location is not obvious for the underground
31 work, select a location that may be acceptable and pothole to
32 determine the exact location of other utilities. Potholing must be
33 approved by the Engineer.
 - 34
 - 35 3. If an adequate alternate alignment still cannot be identified following
36 potholing operations, the pothole area should be restored and work in
37 the area should stop until a new design can be developed.
 - 38

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

43

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

46

47 **8-20.3(2) Excavating and Backfilling**

(*****)

Section 8-20.3(2) is supplemented with the following:

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

(*****)

Add the following 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 sawcut. The saw cuts shall be a minimum of 2- inches deep and shall be parallel. Thoroughly clean

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

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 the trenching.

8-20.3(4) Foundations

(*****)

Section 8-20.3(4) is supplemented with the following:

The Contractor shall provide all materials for and construct the foundations for RRFB and Pedestrian Push Button poles to the dimensions specified in the Contract Plans.

Location of all concrete foundations shall be potholed and approved by the City Engineer prior to excavation.

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.

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

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 RRFB poles on the new foundations.

8-20.3(5) Conduits

(*****)

8-20.3(5)A General

(*****)

Section 8-20.3(5)A is supplemented with the following:

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 or casing 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

(*****)

Add the following new section:

Damaged or blocked conduits and stub outs 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

(*****)

Section 8-20.3(6) is supplemented with the following:

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

Junction box Type 1: Standard Plan J-40.10

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

(*****)

Section 8-20.3(8) is supplemented with the following:

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

(*****)

Section 8-20.3(9) is supplemented with the following:

Supplemental grounding shall be provided for RRFB 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(11) Testing

(*****)

Section 8-20.3(11) is supplemented with the following:

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(14)F Wiring

(*****)

Add the following new section:

The Contractor shall install new RRFB assemblies and all associated equipment.

The positions of pedestrian push buttons shall be located generally so that each points at the crosswalk which the button is intended to serve. However, final positioning for the optimum effectiveness shall be approved by the City Engineer.

8-20.3(17) "As-builts" Plans

(*****)

Section 8-20.3(17) is supplemented with the following:

Upon completion of the construction, the Contractor shall furnish "as-built" plans of the intersection 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

(*****)

Section 8-20.1 shall be revised to read:

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.

8-20.5 Payment

(*****)

Section 8-20.5 shall be revised to read:

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

Modifications to Existing Illumination System, Complete – 76th Ave SE Mid-block	Per Lump Sum
Modifications to Existing Illumination System, Complete – 76th Ave SE & SE 22nd St	Per Lump Sum
Install Rectangular Rapid Flashing Beacon (RRFB) System, Complete - 76th Ave SE Mid-block	Per Lump Sum
Replace Existing Junction Box (to be Supplied by the City)	Each

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 powered illumination and RRFB systems, including luminaires, poles, foundations, potholing, controller and cabinet assemblies, RRFB light bars, push button assemblies, junction boxes, conduit, wiring, excavation, backfill, restoring facilities destroyed or damaged during construction, salvaging existing materials, transporting and installing City-furnished equipment, coordination with local agencies and utility companies, electrical inspections and testing, as-built plans and all other components necessary to make complete systems shall be included within the lump sum price.

Sawcutting 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.

Bidders are cautioned to include in the lump sum bid items for "Systems, Complete", all costs related to protection of items to remain, removal and disposal costs of removed items not specified to be salvaged, and costs associated with obtaining electrical inspection and system testing as required.

8-22 PAVEMENT MARKING

8-22.4 Measurement

(*****)

Section 8-22.4 is supplemented with the following:

The measurement for "Remove Pavement Markings" shall be inclusive of all plastic, painted and raised pavement marker markings indicated for removal on the plans, and in accordance with Section 8-22.3(6) as a lump sum.

The measurement for "Curb Paint" shall be linear foot.

8-22.5 Payment

(*****)

Section 8-22.5 is supplemented with the following:

“Remove Pavement Markings”, per lump sum.

“Curb Paint”, per linear foot.

END OF DIVISION 8

**Division 9
Materials**

9-29 ILLUMINATION, SIGNAL, ELECTRICAL

9-29.1 Conduit, Innerduct, and Outerduct

(*****)

Section 9-29.1 is supplemented with the following:

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) HDPE Conduit

(*****)

Section 9-29.1(4) is supplemented with the following:

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

(*****)

Section 9-29.2(1)A is supplemented with the following:

Junction boxes, cable vaults and pull boxes which are placed within the sidewalk 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

9-29.6(1) Steel Light and Signal Standards

(*****)

Section 9-29.6(1) is supplemented with the following:

All RRFB poles shall be supplied by the Contractor.

Scratching, marking, denting, or other damage to poles and fittings at the point of installation shall be cause for rejection. The Contractor shall paint touch-up all minor pole scratches after installation as per the Engineer's directives.

9-29.10(2) Decorative Luminaires

(*****)

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

Add the following new section:

Luminaires and arms shall be Cooper Lighting Solutions Galleon BAA-GALN-SB1D-730-U-T3-QM-BZ-PR7 or equal approved by the Engineer.
Luminaires shall be LED and shall meet the requirements on the Plans.
The color of the luminaire housing and arm shall be grey.

9-29.21 Flashing Beacon

(*****)

Section 9-29.21 shall be revised to read:

Rectangular Rapid Flashing Beacon (RRFB) System

The rectangular rapid flashing beacons (RRFB) poles, assembly lights and controller shall be supplied by the Contractor and shall be SC315-G (Solar powered system) by Carmanah and as shown on the Plans. RRFB equipment pole placement shall be per the Plans and details and shall be complete in all respects. Signs shall be per the Plans.

Description of Materials Supplied by the Contractor:

<u>Quantity</u>		<u>Quantity</u>
	RRFB control cabinet (SC315-G) Solar, natural finish	3
	Battery 35AH	3
	50-Watt Solar Panel w/ Harness	3
	Top of pole mount for 50-Watt Solar Panel	3
	RRFB lightbar with confirmation lights (includes universal mounting bracket), black	6
	Harness, 16ft, terminal block to lightbar, RRFB, SC315, TPE	6
	Pushbutton, Polara iNX audible, 9x12 R10-25 sign & mount, yellow	2
	Harness, 16ft, Polara iNX or Campbell Guardian button, G-series	2
	Sign (crossing walking man) 30x30 fluorescent green (W11-2) alum.	6
	Sign (arrow) 24x12 fluorescent green (W16-7PL) left down arrow.	3
	Sign (arrow) 24x12 fluorescent green (W16-7PR) right down arrow.	3
	Sign (bike/crossing walking man) 12x12 (w11-501) fluorescent green	3
	Pole, spun aluminum, 4-1/2" Schedule 40 , 14' length	3
	Pedestal base, aluminum, square, with aluminum door, no logo	3
	Collar assembly, aluminum, for square base	3
	Anchor bolt kit 3/4" #10, set of (4) galvanized	3

- Rectangular Rapid Flashing Beacon (RRFB) indications shall comply with the dimensional, operational, and flash pattern requirements of Federal Highway Administration (FHWA) Interim Approval 21 (IA-21, Conditions 4, 5, and 6, excluding Condition 5f;

https://mutcd.fhwa.dot.gov/resources/interim_approval/ia21/index.htm

The flashing pattern shall be user-selectable in the field.

The rectangular rapid flashing beacon (RRFB) pole and base assembly shall be supplied by the Contractor and shall be as described below, and on the Plans and details. The RRFB assembly shall be complete in all respects, capable of supporting RRFB equipment per the Plans, and shall consist of two (2) subassemblies. Pole length shall be a minimum of 14'.

Pole Subassembly

The pole shall be a 4-1/2 inch outside diameter spun aluminum Schedule 40 pipe.

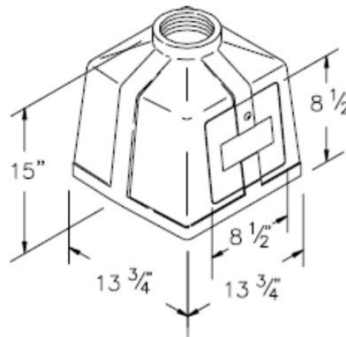
The bottom of the pipe shall be threaded to screw into a breakaway base assembly. Threading and deburring of the pole shall be in accordance with the basic dimensions of American National Standard Taper Pipe Threads, NPT (ANSI B1.2).

Base Subassembly

The pole base shall be breakaway, square aluminum pedestal base with aluminum door meeting the following minimum requirements:

- Square cast aluminum with natural finish, minimum weight of 21 lbs. with dimensions as shown in the Figure below.
- Upper end shall be threaded to receive a 4-1/2" outside diameter NPT pipe shaft. Base

threads shall be tapped to allow full pole engagement w/o exposed threads on the pole.



- The base shall be of such design that it may be fastened to a foundation with four (4) 3/4" anchor bolts located 90 degrees apart on the bottom of the base.
- There shall be slots in the bottom of the base 1 1/2" wide and 2 1/2" long measured along the circumference of the bolt circle, allowing a proper fit even if the bolts are placed slightly off

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

- 1 center. The base plate shall accommodate bolt circle of 12" and
2 anchor bolts with a diameter of 3/4".
3
- 4 • The base shall be equipped with a removable aluminum door.
5 Door opening shall be free of burrs and sharp edges and be
6 no less than 8½" square. The door shall be attached to the
7 base using one stainless steel socket button head screw to
8 prevent unauthorized entry.
9
- 10 • The base housing and its components shall be fabricated free of
11 voids, pits, dents, molding and excessive foundry grinding marks.
12 All design radii shall be smooth and intact. Exterior surface finish
13 shall be smooth and cosmetically acceptable by being free of
14 molding fins, cracks and other exterior blemishes.
15
- 16 • Frangibility: The base shall meet or exceed 1985 AASHTO
17 breakaway requirements. Test reports from an FHWA approved
18 independent laboratory shall be provided certifying that the base
19 has been tested and meets all applicable requirements. In
20 addition, a statement of certification from the FHWA stating such
21 tests have been accepted and approved shall be supplied.
22
- 23 • Structural Integrity: To prove structural soundness a certification
24 from a recognized independent structural laboratory shall be
25 provided certifying that the base will withstand a bending moment
26 of 10,750 ft. lbs. Such test shall be performed in the following
27 manner:
28
- 29 • A force shall be applied at a distance from the bottom of
30 the base to produce a moment. All bases must reach a
31 moment capacity of 10,750 ft. lbs. without breaking,
32 cracking or rupturing in any manner.
33
- 34 • After force has been removed, the lever arm shall return to
35 within .250" of its original rest position.
36
- 37 • All tests shall be made using 4" schedule 40 Steel Pipe.
38
- 39 • Hardware: (6) 5/16"-18 x 1½" Socket Head Capscrews (3) 5/16" Dia. x 3/4"
40 Roll Pins
41
- 42 • Finish: Collar Segment: Alodine 1200.
43
- 44 • Fasteners: Zinc w/ Yellow Di-Chromate.
45

**CITY OF MERCER ISLAND
76TH AVE SE & ADA IMPROVEMENTS**

SPECIAL PROVISIONS

- 1 • Packaging: Threaded end shall have protective cap to prevent
2 thread damage. Cardboard sleeve shall cover the entire length of
3 shaft to protect surface finish during storage and shipment.
4

- 5 • The pole shall be galvanized after fabrication per the Standard
6 Specification Section 6- 07.3(11)B2 Galvanizing.
7

8 **9-29.26 Detectable Pull Tape**

9 (*****)

10 Add the following new section:

11 The Contractor shall furnish and install a flat polyester woven pre-
12 lubed tape that contains a 22-gauge wire.

13 The tape shall be marked with sequential footage markings and be
14 continuous.

15 The tape shall meet or exceed a breaking strength of 900 lb., with a width of
16 1/2-inch.