



CITY OF SUMNER
1104 Maple Street, Suite 260
Sumner, Washington 98390-1423
253.299.5700 • Fax: 253.299.5539

Public Works Department

REQUEST FOR BIDS
SMALL PUBLIC WORKS PROJECT
Bids are due by 12:00 p.m. Thursday, August 18th, 2016
Prevailing Wages Are Required To Be Paid

Please examine the enclosed sample contract documents and contract specifications carefully so that you will be familiar with the requirements of the Small Public Works Contract.

PROJECT TITLE: WOADA ADA Transition Repairs

Description of Work

Project involves replacing five non-compliant intersections to make them conform to Americans with Disabilities Act (ADA) rules and specifications. To make these five intersections compliant, work will consist of replacing curb ramps, sidewalk, curb and gutter. Some roadway patching will be required. A mandatory site visit between interested contractors and the City will be held to show and discuss the scope of work required. Please see the following for more details:

- Exhibit A for standard details of the design
- Exhibit B for map of the 5 intersection locations
- Exhibit C for descriptions and specifications of the bid items
- Schedule A for bid proposal
- City of Sumner's Sample Small Works Contract

Contractor shall provide traffic control for duration of the project. Contractor shall submit traffic control plans to the City before work begins.

All work shall be completed in conformance with the 2016 WSDOT *Standard Specifications for Road, Bridge and Municipal Construction*, DOT Form 224-698 EF, and the City of Sumner Standards.

Project Location

Five intersection locations within the City of Sumner:

1. Thompson Street and Alder Avenue
2. Thompson Street and Kincaid Avenue
3. Thompson Street and Sumner Avenue
4. Academy Street and Kincaid Avenue
5. Maple Street and Bonney Avenue

Site Visit

A **MANDATORY** site visit is scheduled for **August 10th, 2016 at 1:00 PM**. We will meet first at intersection 1. Thompson Street and Alder Avenue.



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Addenda

Bidders are responsible to check the City of Sumner website at <http://sumnerwa.gov> for the issuance of any addenda prior to submitting a bid.

Bid Submittal

Bids must be submitted on the enclosed Proposal and be completed in the itemized format for each item of work and material required to produce the finished product(s). Bids must be emailed or delivered to Andrew Leach, at andrewl@sumnerwa.gov **no later than 12:00 p.m., on Thursday, August 18th, 2016.**

A formal bid opening will not be held. Upon selection of a contractor, a summary of all bids received for this project will be available on the City of Sumner website at <http://sumnerwa.gov>.

Prevailing Wages

This project is subject to all provisions of RCW 39.12. A copy of the applicable prevailing wage schedule will be furnished upon request or can be obtained at Labor and Industries website at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

No payment shall be issued until the City receives a "Statement of Intent to Pay Prevailing Wages" form, approved by the State Department of Labor and Industries from the Contractor and each and every Subcontractor. No final payment or release of any retainage will be made until the City receives an "Affidavit of Wages Paid" form, approved by the State Department of Labor and Industries from the Contractor and each and every Subcontractor.

Industrial Insurance (Workers Comp)

All Contractors and Subcontractors are required to pay industrial insurance for all employees involved in the performance of the work described herein. Failure to pay will be a breach and justify a demand on the contract bond. This obligation survives final acceptance. Industrial Insurance rates may be found on the web at <http://lni.wa.gov/ClaimsIns/Insurance/RatesRisk/Check/RatesHistory/default.asp>.

Insurance

Contractor shall procure and keep in force during the term of this contract Commercial General Liability insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Contractor performing any work under this contract, Contractor shall provide the City with a Certificate of Insurance evidencing the insurance required and, by endorsement to Contractor's liability policy(ies), naming the City of Sumner, its officers, employees, agents, and the same for BNSF as Additional Insured.

The Contractor agrees to repair and replace all property of the City and all property of others damaged by itself, its employees, and subcontractors, and agents.

It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that he/she has familiarized itself with the conditions of excavation, backfill, materials, climatic conditions, and other contingencies likely to affect the work and has made its bid accordingly and that



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he/she is to assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

City of Sumner Business License

A current City of Sumner Business License is required by the prime contractor and their sub-contractors prior to performing work in the City of Sumner. You may obtain an application on-line by going to <http://sumnerwa.gov/working/license/>.

Bid Award

In addition to the quoted price, the contract for this project will be awarded to the lowest responsible bidder based on the bidder's ability, capacity and skill to perform the required work within the specified time, the quality of the bidder's performance of previous contracts or services and the bidder's compliance with laws relating to the contracts or services.

The City of Sumner shall issue a contract to the successful bidder. Work may proceed when the following conditions have been met:

- The contract has been fully executed by both parties
- A Certificate of Insurance together with a CG2010 endorsement of equivalent has been found acceptable by the City Attorney
- A Contract Bond has been executed
- A Statement of Intent to Pay Prevailing Wages, approved by the State Department of Labor and Industries has been received from the Contractor and each and every Subcontractor

The City of Sumner reserves the right to reject any or all bids, waive technicalities or irregularities and to accept any bid if such action is believed to be in the best interest of the City.

Retainage

Pursuant to RCW 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. Please see City of Sumner Contract for more details.

Payment Schedule

Upon completion of the project, the City will process a payment to the Contractor in the amount of 95% of the total contract price, provided the City has received **all** approved Intent to Pay Prevailing Wages forms. The remaining 5% shall be held by the City for 45 days following the City's acceptance of the project, or until the City's receipt of **all** approved Affidavit of Wages Paid forms, required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

Time of Completion

Work shall start within ten (10) calendar days after execution of the contract and the issuance of a notice to proceed; and shall be completed within thirty (30) working days.

Contact Person

Andrew Leach, City of Sumner Public Works, at 253.299.5711 or andrewl@sumnerwa.gov.



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**BID SUBMITTAL SHEET
SMALL PUBLIC WORKS PROJECT**

WOADA, ADA Transition Repairs

Submitted by:

I certify under penalty of perjury under the laws of the State of Washington that I am the official authorized to submit this quote on behalf of:

FIRM NAME _____

Address _____

Phone Number _____ Fax Number _____

Authorized Official _____ Title _____
(Please Print Name)

Signature _____ Date _____

By my signature above, I acknowledge and agree to the conditions set forth in the Request for Bids.

Contractor's State License Number _____

Expiration Date _____

Contractor's State Tax Registration Number (UBI) _____

Federal Tax ID Number _____

City of Sumner Business License Number (not needed at bid time) _____

The bid items and descriptions shall be per "Proposal" attached with this document. The Proposal must be filled out in its entirety for the bid to be considered valid.

Addenda

By my signature above, I acknowledge that Addenda Numbers _____ through _____ have been received, examined, and taken into account as part of the Bid.

Schedule A – ADA Transition Repairs

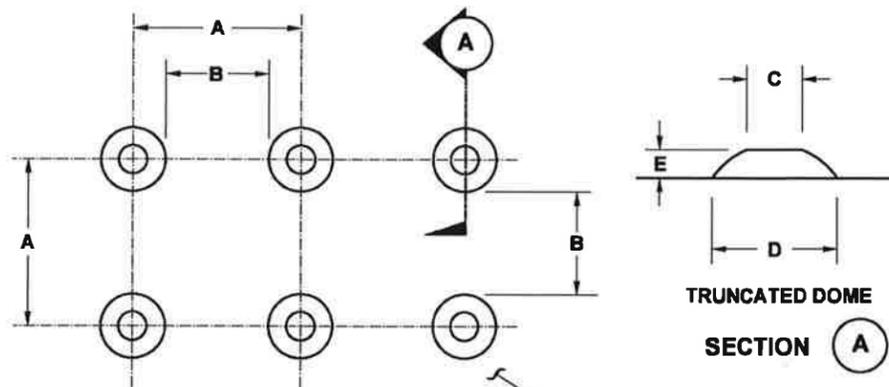
City of Sumner

| Item No. | Item Description | Unit | Bid Quantity | Price Per Unit (Dollars)* | Total Amount (Dollars)* |
|----------|--|------|--------------|---------------------------|-------------------------|
| 1 | Mobilization | L.S. | 1 | | |
| 2 | HMA for Pavement Patch Cl. 1/2" PG 64-22 | TON | 40 | | |
| 3 | Traffic Control | LS | 1 | | |
| 4 | Remove Existing Pavement | SY | 129 | | |
| 5 | Cement Concrete Sidewalk and WC Ramp Removal | SY | 378 | | |
| 6 | Remove Curb | LF | 369 | | |
| 7 | Property Restoration | SY | 50 | | |
| 8 | Cement Conc. Traffic Curb and Gutter | LF | 193 | | |
| 9 | Cement Conc. Pedestrian Curb | LF | 332 | | |
| 10 | Cement Conc. Sidewalk | SY | 212 | | |
| 11 | Perpendicular Cement Conc. Curb Ramp Type B | SY | 182 | | |
| 12 | Unsuitable Foundation Incl. Haul | CY | 12 | | |
| 13 | Gravel Borrow | CY | 8 | | |
| 14 | Erosion/Water Pollution Control | LS | 1 | | |
| 15 | Resolution of Utility Conflicts | FA | 1 | \$500.00 | \$500.00 |
| 16 | Removal of Structures and Obstructions | FA | 1 | \$1000.00 | \$1000.00 |

| | |
|--------------|--|
| TOTAL | |
|--------------|--|

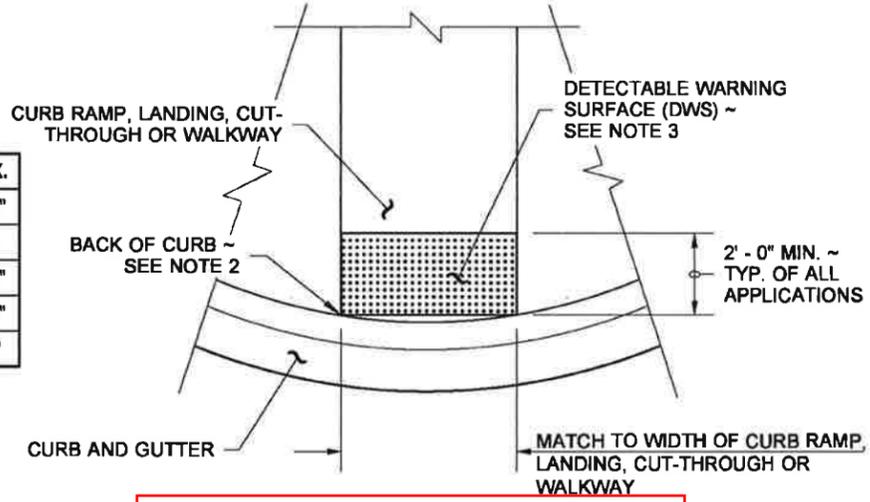
Exhibit A

Standard Details



| | MIN. | MAX. |
|---|-------|-------|
| A | 1.60" | 2.40" |
| B | 0.65" | — |
| C | 0.45" | 0.90" |
| D | 0.9" | 1.40" |
| E | 0.2" | 0.2" |

TRUNCATED DOME DETAILS

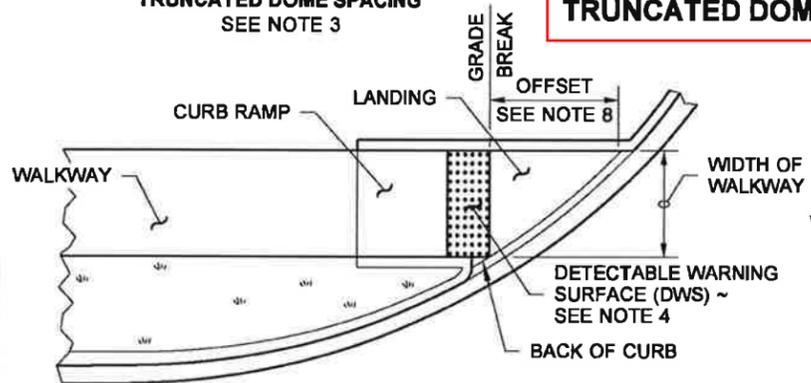


DETECTABLE WARNING SURFACE DETAIL

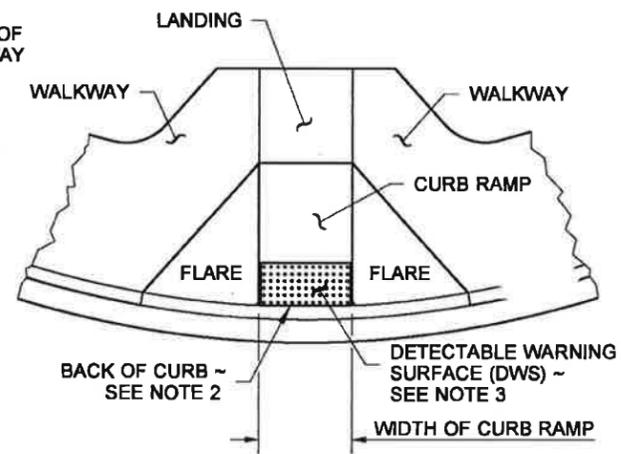
NOTES

1. The Detectable Warning Surface (DWS) shall extend the full width of the curb ramp (exclusive of flares) or the landing.
2. The Detectable Warning Surface shall be placed at the back of curb, and need not follow the radius.
3. The rows of truncated domes shall be aligned to be perpendicular to the grade break at the back of curb.
4. The rows of truncated domes shall be aligned to be parallel to the direction of travel.
5. If curb and gutter are not present, such as a shared-use path connection, the Detectable Warning Surface shall be placed at the pavement edge.
6. See **Standard Plans** for sidewalk and curb ramp details.
7. If a curb ramp is required, the location of the Detectable Warning Surface must be at the bottom of the ramp and within the required distance from the rail.
8. When the grade break between the curb ramp and the landing is less than or equal to 5 ft. from the back of curb at all points, place the Detectable Warning Surface on the bottom of the curb ramp.

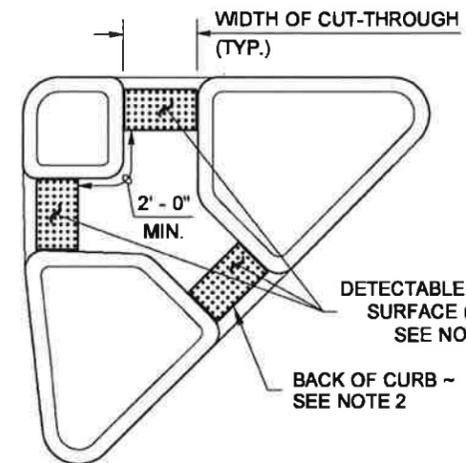
DRAWN BY: FERN LIDDELL



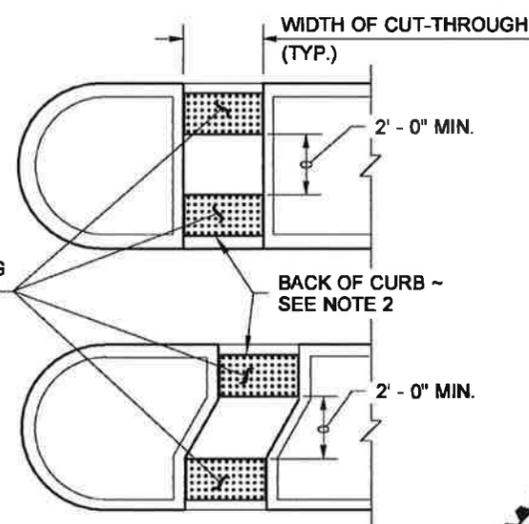
SINGLE DIRECTION CURB RAMP
(GRADE BREAK BETWEEN CURB AND LANDING ≤ 5 FT. FROM BACK OF CURB)
(SEE NOTE 6)



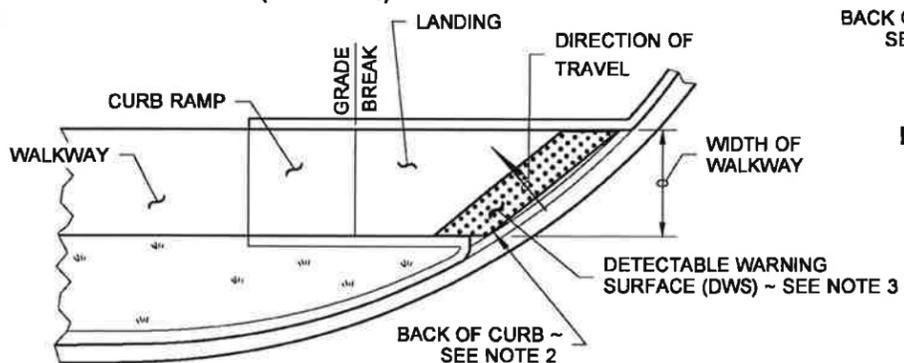
PERPENDICULAR CURB RAMP
(SEE NOTE 6)



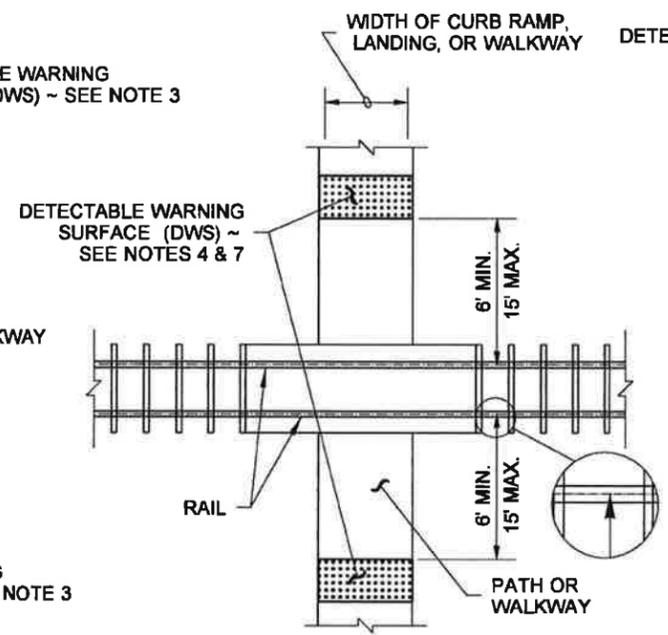
ISLAND CUT-THROUGH



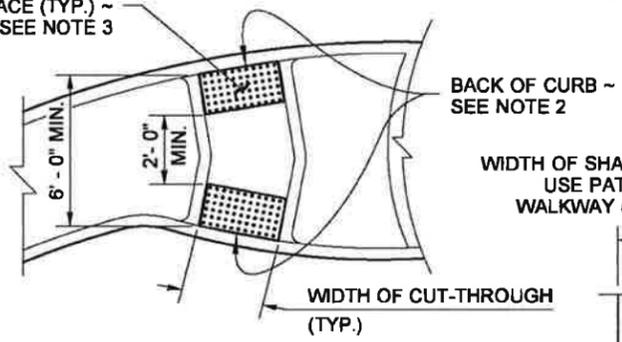
MEDIAN CUT-THROUGH



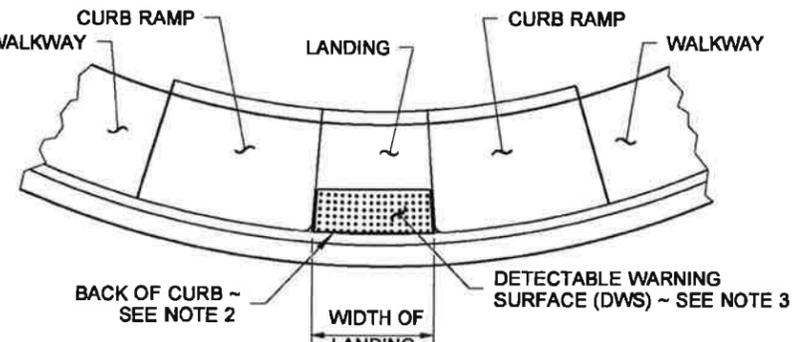
SINGLE DIRECTION CURB RAMP
(GRADE BREAK BETWEEN CURB AND LANDING > 5 FT. FROM BACK OF CURB)
(SEE NOTE 6)



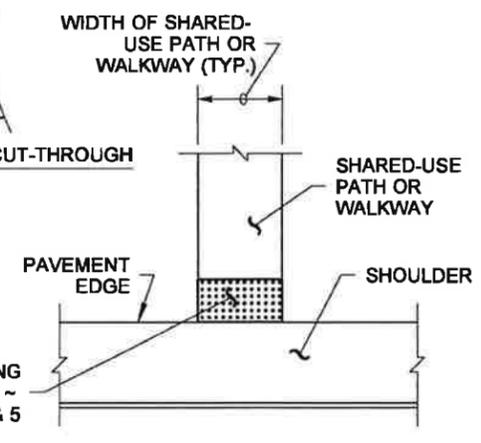
PEDESTRIAN RAILROAD CROSSING



ROUNDABOUT SPLITTER ISLAND



PARALLEL CURB RAMP
(SEE NOTE 6)



SHARED-USE PATH CONNECTION

PLACEMENT GUIDELINES



NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT UNLESS IT IS SIGNED BY AN ENGINEER AND APPROVED FOR PUBLICATION. IT IS KEPT ON FILE AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

DETECTABLE WARNING SURFACE
STANDARD PLAN F-45.10-01

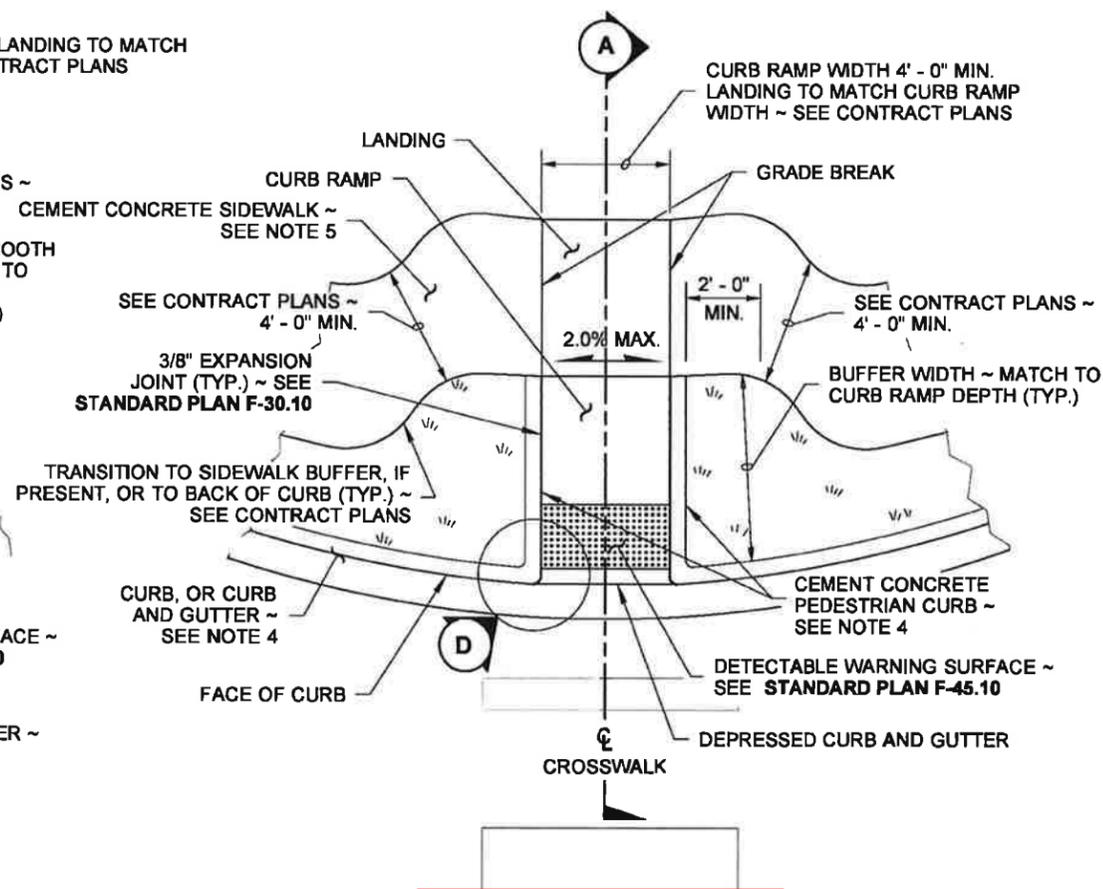
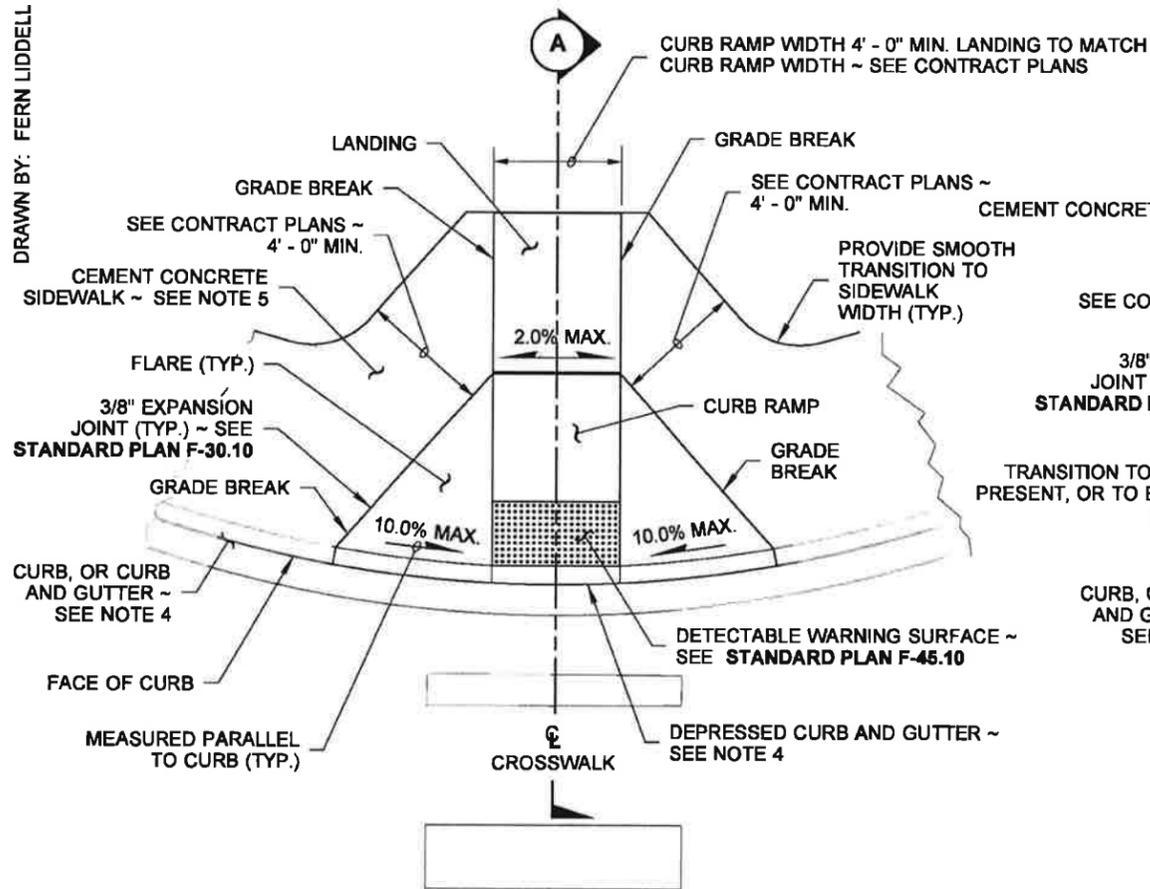
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Pasco Bakotich III 06/21/12
STATE DESIGN ENGINEER DATE

Washington State Department of Transportation

DRAWN BY: FERN LIDDELL

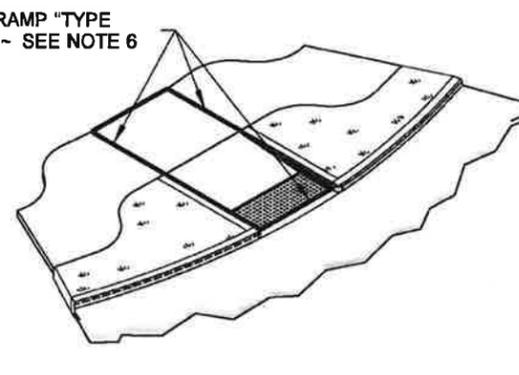
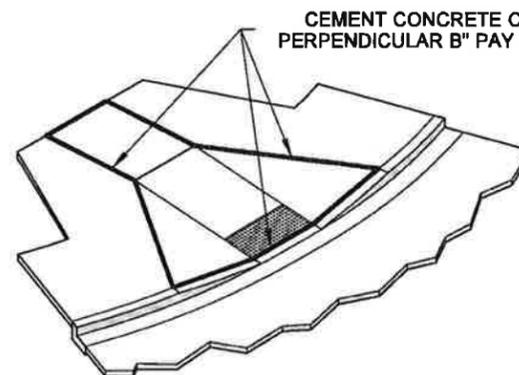
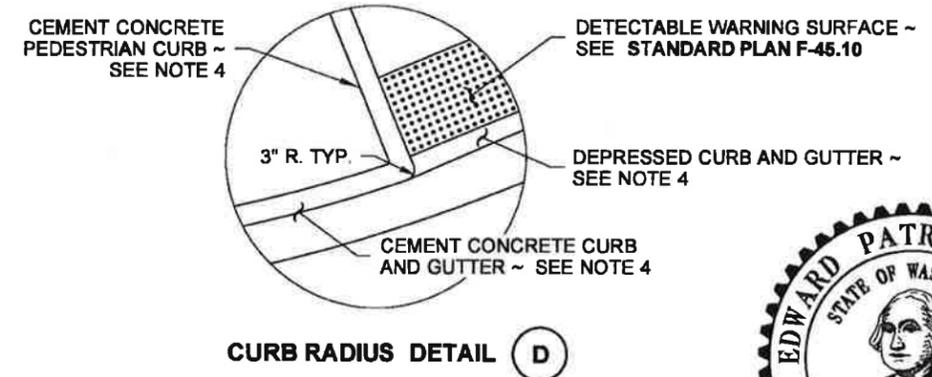
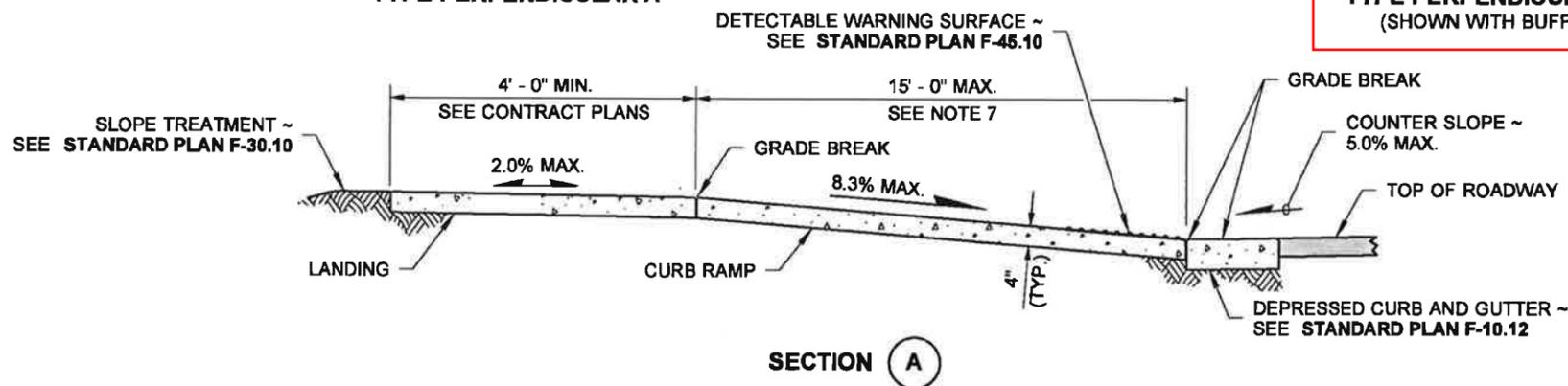


NOTES

1. Provide a separate Curb Ramp for each marked or unmarked crosswalk. Curb Ramp location shall be placed within the width of the associated crosswalk or as shown in the Contract Plans.
2. Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush.
3. Do not place Gratings, Junction Boxes, Access Covers, or other appurtenances in front of the Curb Ramp or on any part of the Curb Ramp or Landing.
4. See the Contract Plans for the curb design specified. See **Standard Plan F-10.12** for Curb, Curb and Gutter, Depressed Curb and Gutter, and Pedestrian Curb details.
5. See **Standard Plan F-30.10** for Cement Concrete Sidewalk details. See Contract Plans for width and placement of sidewalk.
6. The Bid Item "Cement Concrete Curb Ramp Type ___" does not include the adjacent Curb, Curb and Gutter, Depressed Curb and Gutter, Pedestrian Curb, or Sidewalk.
7. The Curb Ramp maximum running slope shall not require the ramp length to exceed 15-feet to avoid chasing the slope indefinitely when connecting to steep grades. When applying the 15-foot maximum length, the running slope of the Curb Ramp shall be as flat as feasible.
8. Curb Ramp, Landing, and Flares shall receive broom finish. See **Standard Specifications 8-14**.

LEGEND

↔ SLOPE IN EITHER DIRECTION

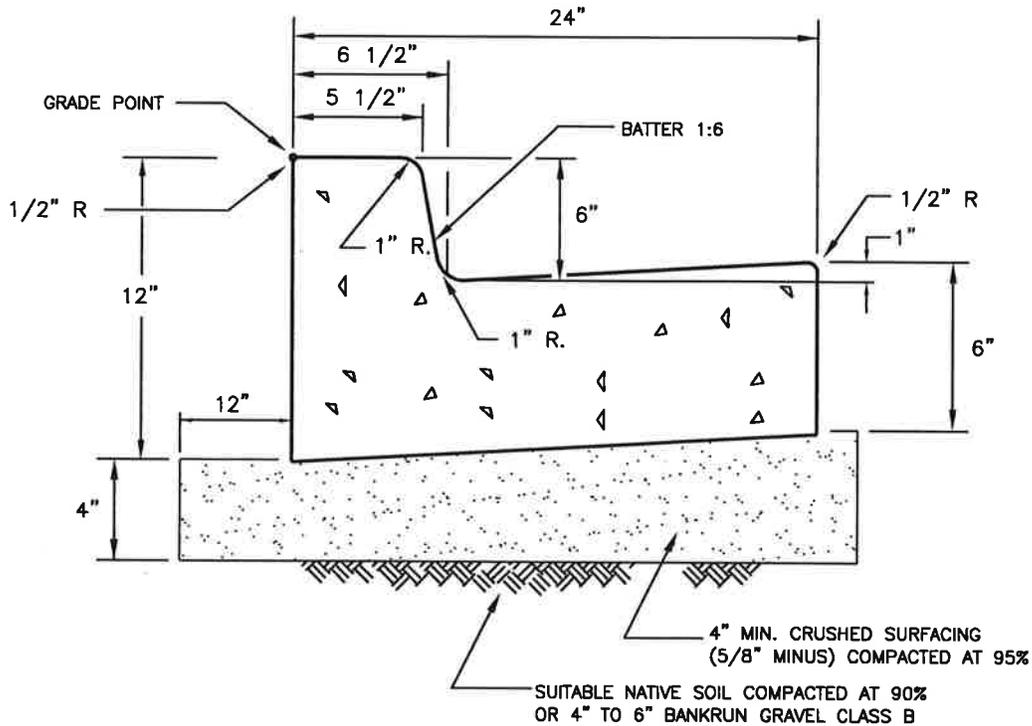


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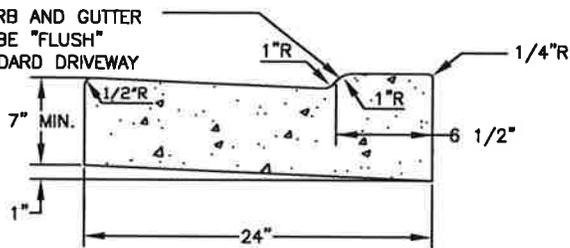
**PERPENDICULAR CURB RAMP
STANDARD PLAN F-40.15-02**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Pasco Bakotich III 6/20/13
 STATE DESIGN ENGINEER DATE
 Washington State Department of Transportation



NOTE: TRANSITION BETWEEN CURB AND GUTTER AT CURB RAMPS SHALL BE "FLUSH" AND 1/2" LIP FOR STANDARD DRIVEWAY APPROACH.



TYPICAL SECTION
DEPRESSED CURB AND GUTTER

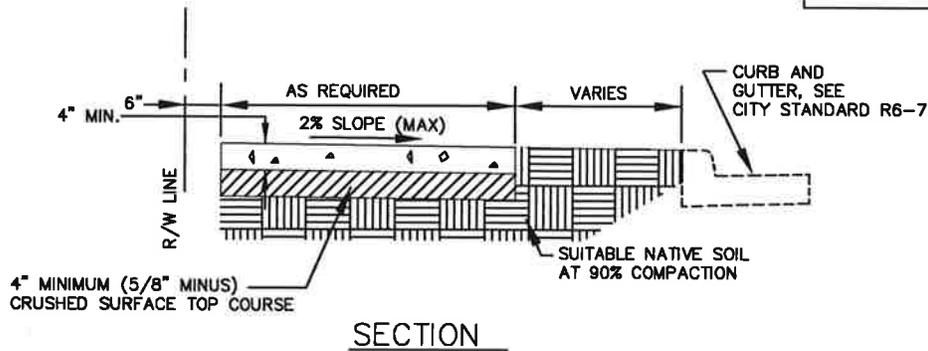
NOTES:

1. CONTRACTION JOINTS SHALL BE 1/2" x 2 1/4" ASPHALT SATURATED EXPANSION JOINT PLACED IN ALL EXPOSED SURFACES OF CURB AND GUTTER AND SPACED AT 10' O.C.
2. THRU JOINTS SHALL BE 1/2" ASPHALT SATURATED EXPANSION JOINT PLACED AT POINTS OF TANGENCY ON CURVES, AT CATCH BASINS, AND AT EDGES OF ALLEY AND DRIVEWAYS. THE MAXIMUM DISTANCE BETWEEN THRU JOINTS SHALL BE 100'. ALL JOINTS SHALL BE CLEAN AND IN GUTTER SECTIONS THEY SHALL BE EDGED.
3. CONCRETE SHALL BE COMMERCIAL CONCRETE MIX PER WSDOT 6-02.3(2)B.
4. FORMS SHALL BE STEEL AND SHALL BE SET TRUE TO LINE AND GRADE AND SECURELY STAKED PRIOR TO CONCRETE PLACEMENT. FULL DEPTH DIVISION PLATES ARE ONLY TO BE USED WHERE THRU JOINTS ARE TO BE PLACED.
5. THE 1" RADIUS ON THE UPPER FACE OF THE CURB MAY BE FORMED BY AN EDGER TOOL OR BUILT INTO THE FACE FORM. THE 1" RADIUS AT THE BOTTOM FACE OF THE CURB SHALL BE FORMED BY THE FACE FORM.
6. ALL CONSTRUCTION SHALL CONFORM TO THESE SPECIFICATIONS AND TO THE WSDOT STANDARD SPECIFICATIONS SECTION 8-04. METHOD OF CURING TO BE APPROVED BY CITY ENGINEER.
7. NO CALCIUM IS ALLOWED IN CEMENT CONCRETE MIX FOR STRUCTURES CONSTRUCTED IN THE RIGHT-OF-WAY.

R:\Standard Details\Street\R6-7.DWG

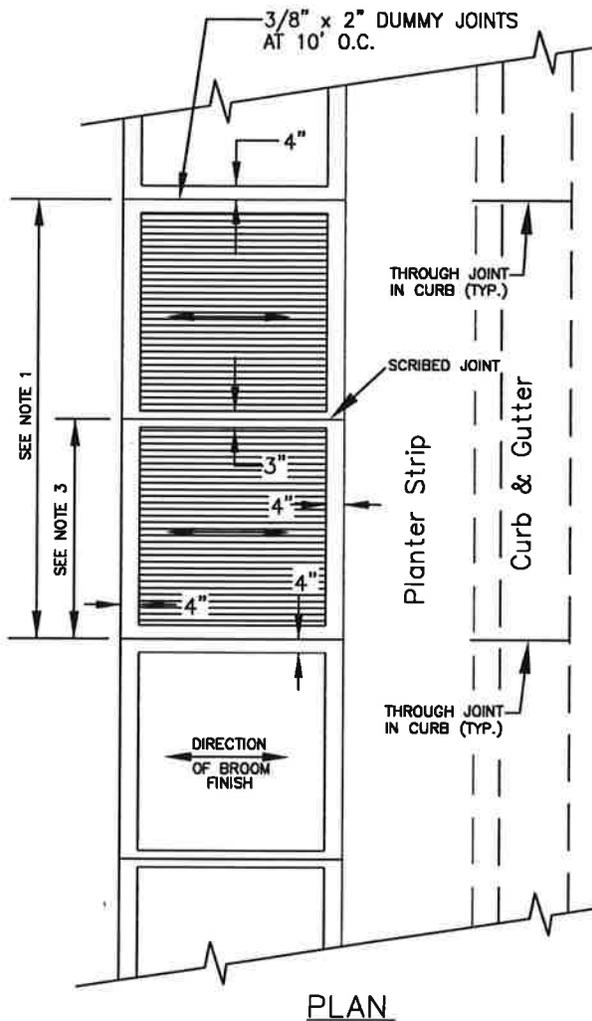
| | | |
|--------------|---|-----------------|
| | The City of Sumner Public Works Department | |
| | CURB AND GUTTER | |
| | DATE: 8/6/07 N.T.S. | STANDARD DETAIL |
| | LAST REVISION: 8/25/10 | STREET |
| SHEET 1 of 1 | | FILE NO. R6-7 |

MINIMUM SIDEWALK WIDTHS
SEE SUMNER DEVELOPMENT
SPECIFICATIONS, CHAPTER 6.



NOTES:

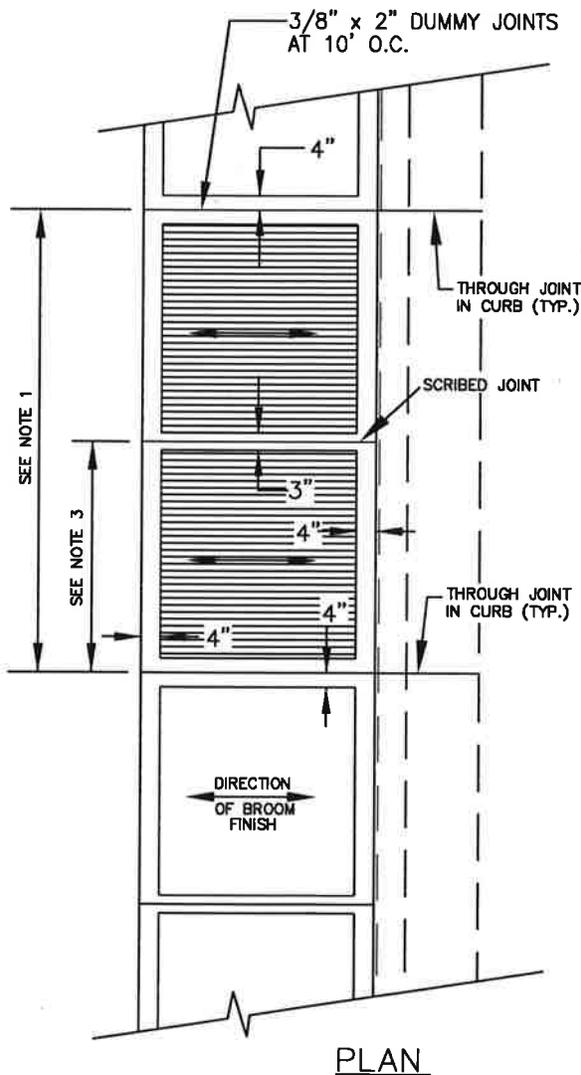
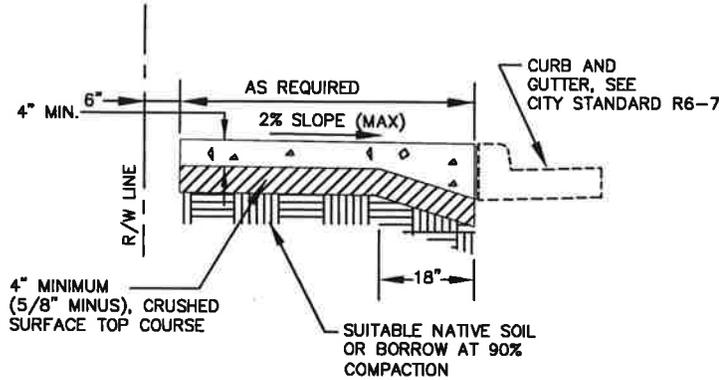
1. DUMMY JOINTS SHALL BE 3/8" x 2" ASPHALT SATURATED FELT PLACED AT 10' O.C.
2. THRU JOINTS SHALL BE 3/8" ASPHALT SATURATED FELT PLACED AT DRIVEWAY AND ALLEY RETURNS.
3. SCRIBE MARKS SHALL BE 1/2" DEEP AND 1/4" WIDE PLACED AT 5' O.C. FOR 5' SIDEWALKS.
4. ALL JOINTS SHALL BE CLEAN AND EDGED TO A 1/4" RADIUS. JOINTS SHALL BE FLUSH WITH THE FINISHED SURFACE.
5. ALL UTILITY POLES AND STREET SIGN POSTS IN SIDEWALK AREA NOT REQUIRED TO BE RELOCATED BY THE CITY ENGINEER SHALL HAVE A SQUARE SECTION OF CONCRETE SURROUNDED BY 3/8" THRU JOINT MATERIAL (FULL DEPTH) AROUND THE POLE. THE JOINT SHALL BE NO CLOSER THAN 12" TO ANY SIDE OF THE POLE.
6. FORMS SHALL BE INSPECTED PRIOR TO PLACING CONCRETE.
7. CONCRETE SHALL MEET WSDOT SPEC. 6-02.3(2)B.
8. A 3/8" THRU JOINT IS TO BE PLACED WHENEVER CONCRETE IS POURED AGAINST EXISTING CONCRETE.
9. CONSTRUCTION SHALL BE PER WSDOT 8-14. METHOD OF CURING SHALL BE APPROVED BY CITY ENGINEER.
10. NO CALCIUM IS ALLOWED IN CEMENT CONCRETE MIX FOR STRUCTURES CONSTRUCTED IN RIGHT-OF-WAY.
11. CURB RAMPS SHALL BE CONSTRUCTED TO CURRENT WSDOT STANDARD PLANS SECTION F.
12. 6" MINIMUM COMPACTED DEPTH SCREENED TOP SOIL PER CITY OF SUMNER DEVELOPEMENT SPECS.



R:\Standard Details\Street\R6-6.DWG

| | | |
|--------------|---|-----------------|
| | The City of Sumner Public Works Department | |
| | SIDEWALK WITH PLANTER STRIP | |
| | DATE: 7/24/07 N.T.S. | STANDARD DETAIL |
| | LAST REVISION: 6/25/10 | STREET |
| SHEET 1 of 1 | | FILE NO. R6-6 |

MINIMUM SIDEWALK WIDTHS
SEE SUMNER DEVELOPMENT
SPECIFICATIONS, CHAPTER 6.

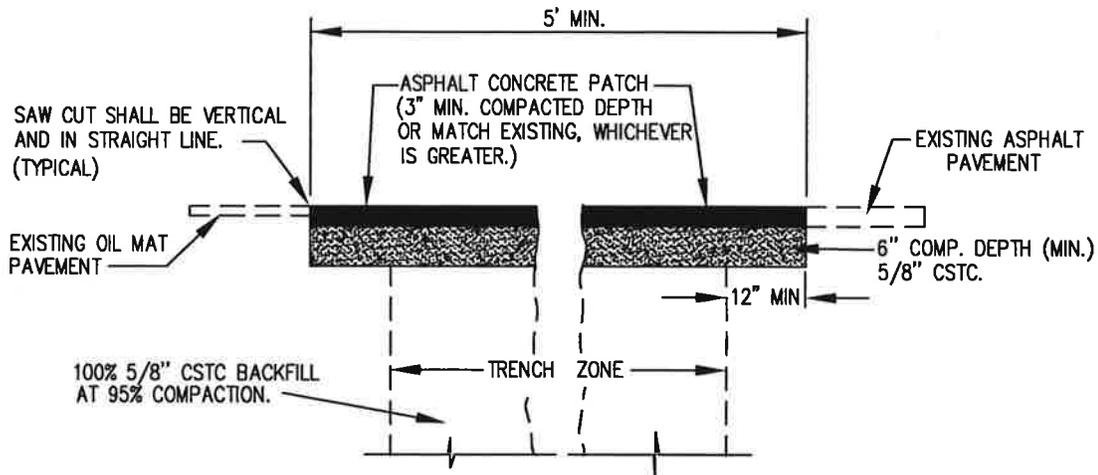


NOTES:

1. DUMMY JOINTS SHALL BE 3/8" x 2" ASPHALT SATURATED FELT PLACED AT 10' O.C.
2. THRU JOINTS SHALL BE 3/8" ASPHALT SATURATED FELT PLACED AT DRIVEWAY AND ALLEY RETURNS.
3. SCRIBE MARKS SHALL BE 1/2" DEEP AND 1/4" WIDE PLACED AT 5' O.C. FOR 5' SIDEWALKS.
4. ALL JOINTS SHALL BE CLEAN AND EDGED TO A 1/4" RADIUS. JOINTS SHALL BE FLUSH WITH THE FINISHED SURFACE.
5. ALL UTILITY POLES AND STREET SIGN POSTS IN SIDEWALK AREA NOT REQUIRED TO BE RELOCATED BY THE CITY ENGINEER SHALL HAVE A SQUARE SECTION OF CONCRETE SURROUNDED BY 3/8" THRU JOINT MATERIAL (FULL DEPTH) AROUND THE POLE. THE JOINT SHALL BE NO CLOSER THAN 12" TO ANY SIDE OF THE POLE.
6. FORMS SHALL BE INSPECTED PRIOR TO PLACING CONCRETE.
7. CONCRETE SHALL MEET WSDOT SPEC. 6-02.3(2)b.
8. WHERE A SIDEWALK IS TO BE PLACED AGAINST THE CURB AND GUTTER, THE JOINT SHALL BE A COLD JOINT.
9. A 3/8" THRU JOINT IS TO BE PLACED WHENEVER CONCRETE IS POURED AGAINST EXISTING CONCRETE.
10. CONSTRUCTION SHALL BE PER WSDOT 8-14. METHOD OF CURING SHALL BE APPROVED BY CITY ENGINEER.
11. NO CALCIUM IS ALLOWED IN CEMENT CONCRETE MIX FOR STRUCTURES CONSTRUCTED IN RIGHT-OF-WAY.
12. CURB RAMPS SHALL BE CONSTRUCTED TO CURRENT WSDOT STANDARD PLANS, SECTION F.

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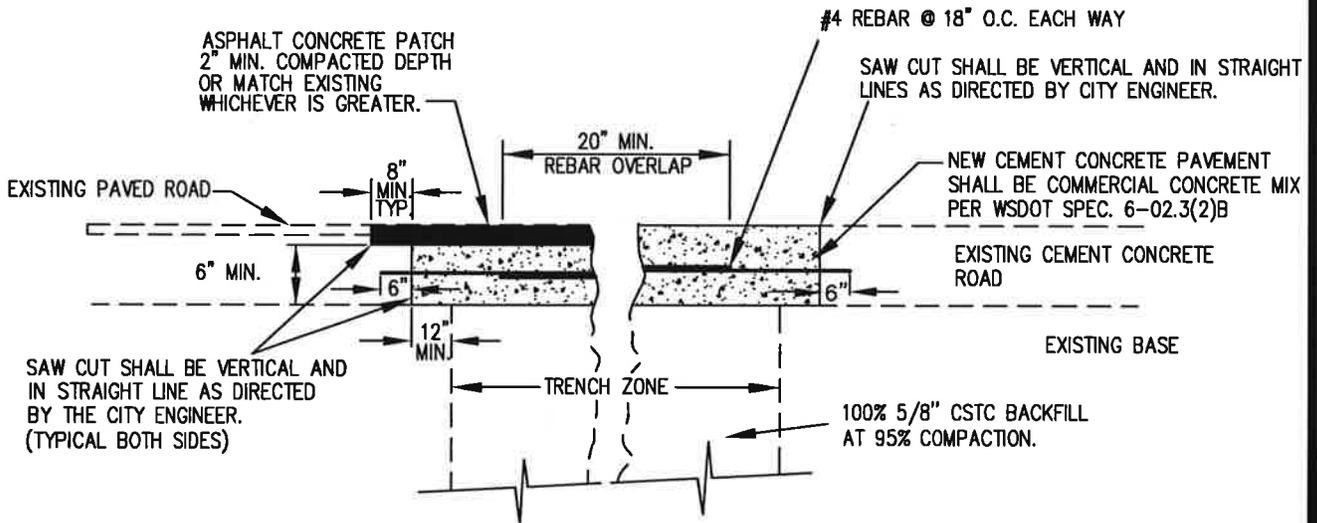
| | | |
|------------------------|---|--|
| | The City of Sumner Public Works Department | |
| | SIDEWALK WITHOUT PLANTING STRIP | |
| DATE: 7/24/07 N.T.S. | STANDARD DETAIL | |
| LAST REVISION: 6/25/10 | STREET | |
| SHEET 1 of 1 | FILE NO. R6-5 | |



NOTE:

APPLY TACK COAT TO ALL VERTICAL JOINTS. ALL MANHOLE FRAMES, CATCH BASINS FRAMES, VALVE BOXES, ETC., WILL ALSO BE TACK COATED PRIOR TO PATCHING. TACK COAT SHALL BE CSS-1.

TYPICAL PATCH FOR FLEXIBLE PAVEMENT



NOTE:

CONCRETE PATCH SHALL BE COVERED WITH STEEL PLATE AND ALLOWED TO CURE FOR SEVEN DAYS PRIOR TO PLACEMENT OF ASPHALT PAVING OR OPENING FOR TRAFFIC.

TYPICAL PATCH FOR RIGID PAVEMENT

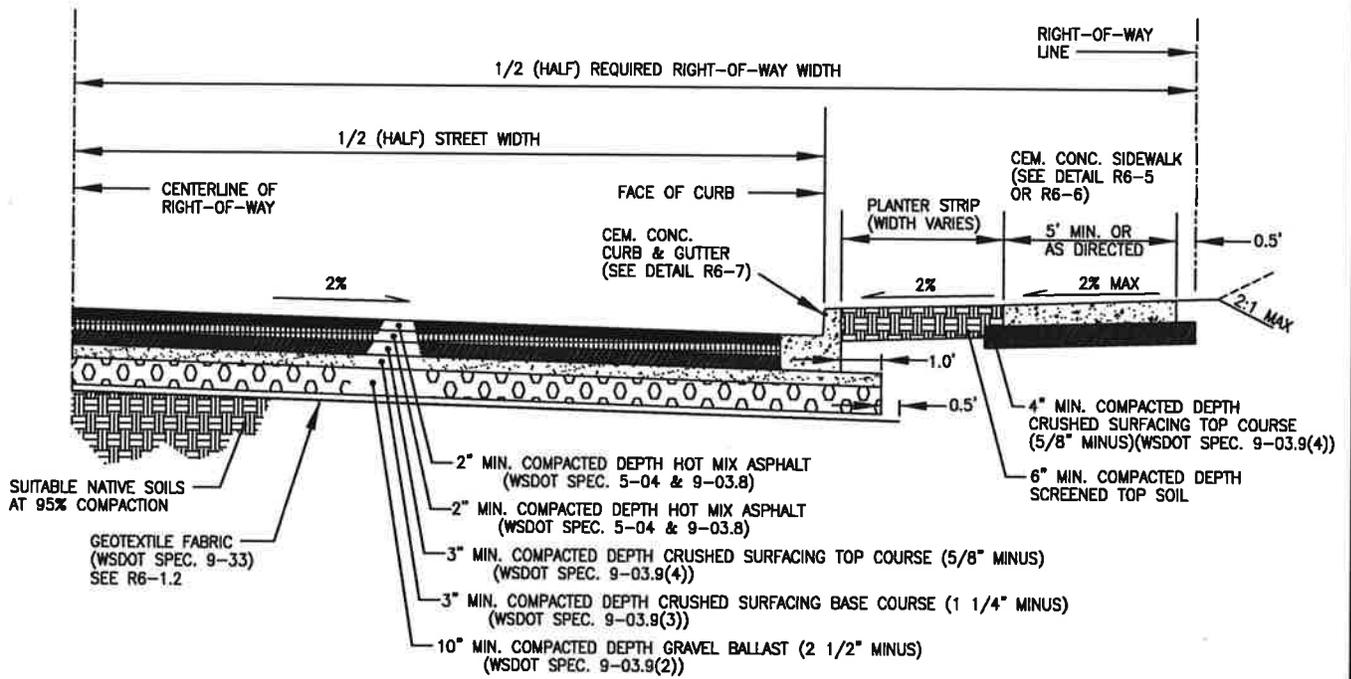
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The City of Sumner
Public Works Department

PAVEMENT PATCHING

| | |
|------------------------|----------------------------------|
| DATE: 7/24/07 N.T.S. | STANDARD DETAIL STREET |
| LAST REVISION: 6/25/10 | |
| SHEET 1 of 1 | FILE NO. R6-10 |

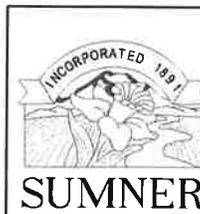


| | TYPE OF STREET | MAXIMUM CENTERLINE GRADES | MINIMUM ROW WIDTHS | MINIMUM STREET WIDTH | MINIMUM PAVEMENT THICKNESS |
|-------------|-----------------------|---------------------------|--------------------|----------------------|----------------------------|
| RESIDENTIAL | NEIGHBORHOOD STREETS | 10% | 50' | 28' | 4" |
| | RESIDENTIAL STREETS | 10% | 60' | 34' | 4" |
| | COLLECTOR | 10% | 60' | 36' | 6" |
| | MINOR ARTERIALS | 8% | 60' | 38' | 8" * |
| | PRINCIPAL ARTERIALS | 5% | 66'/82' | 40'/60' | 8" * |
| INDUSTRIAL | LOCAL NON-RESIDENTIAL | 10% | 60' | 36' | 6" |
| | COLLECTOR | 10% | 60'/72' | 36'/50' | 6" |
| | MINOR ARTERIALS | 8% | 60'/72' | 38'/50' | 8" * |
| | PRINCIPAL ARTERIALS | 5% | 66'/82' | 40'/60' | 8" * |

MINIMUM CENTERLINE AND FLOWLINE GRADE FOR ALL STREETS IS 0.5% MAXIMUM AS SHOWN

* SEE NOTE 17 ON STANDARD DETAIL R6-1.2

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The City of Sumner
Public Works Department

ROADWAY CROSS SECTION

| | |
|-------------------------|-----------------|
| DATE: 8/6/07 N.T.S. | STANDARD DETAIL |
| LAST REVISION: 06/23/10 | STREET |
| SHEET 1 of 1 | FILE NO. R6-1.1 |

NOTES:

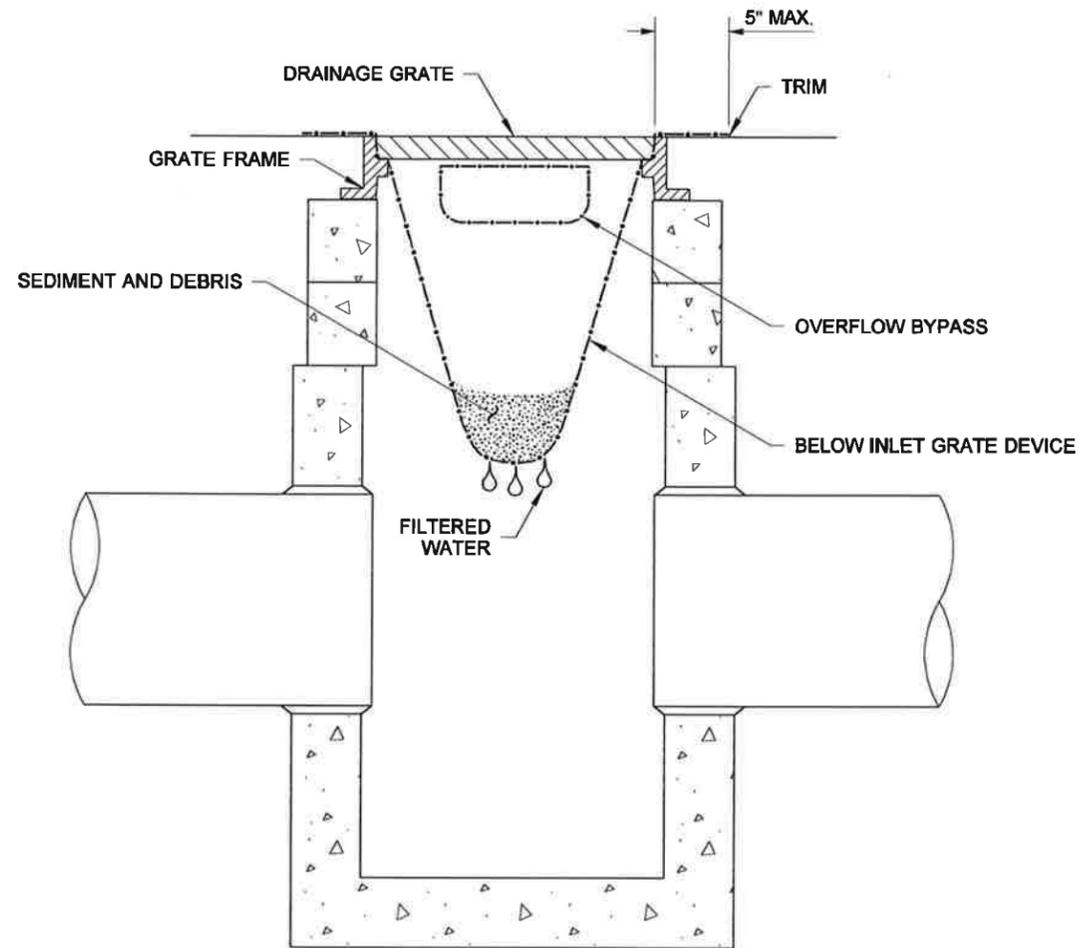
1. ALL DEPTHS ARE MINIMUM COMPACTED DEPTHS.
2. SUB GRADE PREPARATION SHALL MEET THE REQUIREMENTS OF WSDOT SPEC. SECTION 2-06.3(1). THE UPPER ONE (1) FOOT OF THE SUB GRADE SOILS SHALL BE COMPACTED TO AT LEAST 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MEET THE COMPACTION REQUIREMENTS AND CONTROL ALL WORK. THE CITY OF SUMNER REQUIRES COMPLIANCE TESTS, AT THE CONTRACTORS EXPENSE.
3. UNSUITABLE SUBBASE MATERIAL SHALL BE REPLACED WITH FOUNDATION MATERIAL CLASS A MEETING THE REQUIREMENTS OF WSDOT SPEC. SECTION 9-03.17. THE CONTRACTOR SHALL SELECT THE SOURCE , BUT THE SOURCE AND THE QUALITY OF THE MATERIAL SHALL BE APPROVED BY THE CITY ENGINEER.
4. UNLESS A VARIANCE IS GRANTED BY THE CITY ENGINEER, THE CONTRACTOR SHALL PLACE A GEOTEXTILE FABRIC OVER THE EXISTING SUBGRADE. THE SUBGRADE SHALL BE PREPARED AS OUTLINED IN DIVISION 2 OF THE WSDOT SPEC. BEFORE THE PLACING OF THE FABRIC ON THE SUBGRADE. THE CONTRACTOR SHALL PLACE A GEOTEXTILE FABRIC OVER THE PREPARED SUBGRADE WITH A 2 FOOT MINIMUM OVERLAP. THE MATERIAL SHALL BE MIRAFI 500X WOVEN SLIT FILM GEOTEXTILE FABRIC OR AN APPROVED EQUAL (WSDOT SPEC. 9-33.2(1), TABLE 3). THE MATERIAL SHALL BE PROPERLY PACKED AND DELIVERED TO THE SITE AS RECOMENDED BY THE MANUFACTURER. THE CONTRACTOR SHALL NOT BE ALLOWED TO USE ANY PORTION OF A USED ROLL OF FABRIC.
5. CRUSHED SURFACING TOP COURSE BASE MATERIAL SHALL BE COMPACTED TO 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY. CRUSHED SURFACING TOP COURSE SHALL MEET THE REQUIREMENTS AS OUTLINED IN SECTION 4-04 THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL FURNISH AND PLACE THE CRUSHED SURFACING IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AS SET FORTH ABOVE. THE CONTRACTOR SHALL SELECT THE SOURCE, BUT THE SOURCE AND QUALITY OF THE MATERIAL SHALL BE APPROVED BY THE CITY ENGINEER.
6. ASPHALT CONCRETE PAVEMENT SHALL BE INSTALLED IN ACCORANCE WITH WSDOT SPEC. SECTION 5-04.
7. THE CITY RESERVES THE RIGHT TO MODIFY THE GRADATION OF THE ASPHALT CONCRETE PAVEMENT IF THE CONDITIONS WARRANT IT. THE CONTRACTOR SHALL SUBMIT A JOB MIX FORMULA TO BE REVIEWED BY THE CITY ENGINEER PRIOR TO ANY ASPHALT PLACEMENT.
8. TEMPERATURE SHALL NOT EXCEED 325° F AT DISCHARGE OF THE PLANT NOR LESS THAN 190° F LEAVING THE SPREADER BOX.
9. THE MAXIMUM COMPACTED THICKNESS OF ANY SINGLE LIFT OF PAVEMENT SHALL BE 3". PAVEMENT SECTIONS OF THICKNESS GREATER THAN 3" SHALL BE PLACED IN LIFTS. EACH LIFT SHALL BE COMPACTED IN ACCORDANCE WITH WSDOT SPEC. SECTION 5-04.3(10) TO A MINIMUM AVERAGE COMPACTED DENSITY OF 92% OF THE MAXIMUM REFERENCE DENSITY AS DETERMINED BY WSDOT TEST METHOD 705. PERIODIC COMPLIANCE TESTS SHALL BE MADE AT THE EXPENSE OF THE CONTRACTOR.
10. THE FACE OF THE GUTTER LIP AND EDGES OF EXISTING ASPHALT MEET LINES SHALL BE TACK COATED PRIOR TO PAVEMENT PLACEMENT. WHEN SUCCESSIVE LIFTS OF ASPHALT ARE REQUIRED, TACK COAT SHALL BE DISTRIBUTED UNIFORMLY OVER THE PREVIOUS LIFT PER WSDOT SECTION 5-04.3(5) AND SHALL BE ALLOWED TO SET TO A TACKY STATE PRIOR TO THE PLACEMENT OF THE NEXT LIFT.
11. ALL MEETLINES BETWEEN LIFTS OF ASPHALT SHALL BE UNIFORM, WITH THE EDGES VERTICAL AND AT THE REQUIRED THICKNESS. IF SUBSEQUENT LIFTS ARE NOT COMPLETED WITHIN 48 HOURS OR THE EDGES HAVE BEEN CONTAMINATED, THE MEET LINES SHALL BE CLEANED AND TACK COATED.
12. ALL EXISTING MANHOLE COVERS AND MONUMENT CASES SHALL BE REMOVED AND STORED. THE MANHOLES AND MONUMENTS SHALL BE COVERED TO PREVENT DIRT AND DEBRIS FROM ENTERING DURING PAVING OPERATION. AFTER PAVING, THE CASTINGS SHALL RE-INSTALLED TO THE PROPER ELEVATION AND PATCHED IN ACCORDANCE WITH THE CITY OF SUMNER SPECS.
13. MONUMENTS SHALL NOT BE REMOVED BY THE CONTRACTOR UNTIL PROPERLY REFERENCED BY A LICENSED LAND SURVEYOR. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO HAVE MONUMENTS REFERENCED AND REPLACED BY A LICENSED LAND SURVEYOR PER THE SURVEY RECORDING ACT, SECTION RCW 58.09.130 AND WAC 332-120. NO PROJECT APPROVALS SHALL BE GIVEN UNTIL A COPY OF THE DNR GRANTED PERMIT FOR TEMPORARY MONUMENT REMOVAL OR POTENTIAL DISRUPTION IS RECEIVED BY THE CITY OF SUMNER PUBLIC WORKS DEPARTMENT.
14. ANY CHANGES TO THE STANDARD PAVEMENT SECTION SHALL REQUIRE APPROVAL OF THE CITY ENGINEER. A STRUCTURAL PAVEMENT CROSS SECTION DESIGN WITH CALCULATIONS SHALL BE REQUIRED.
15. ALL MANHOLE FRAMES, VALVE BOXES AND MONUMENT COVERS SHALL BE INSTALLED AFTER FINAL LIFT OF ASPHALT PAVEMENTS. SEE SPECIFIC DETAILS FOR METHOD OF INSTALLATION. CATCH BASIN AND MANHOLE FRAMES AND COVERS TO BE UPGRADED TO NEW STANDARDS BY THE CONTRACTOR.
16. CITY ENGINEER MAY DETERMINE ADDITIONAL SUBBASE MATERIAL DEPTH REQUIRED UPON AN ENGINEERED SOIL ANALYSIS.
17. IF PAVEMENT SECTION IS GREATER THAN 6" FIRST LIFT (2" MIN) SHALL BE PLACED PRIOR TO AND UNDER CONCRETE CURB AND GUTTER.

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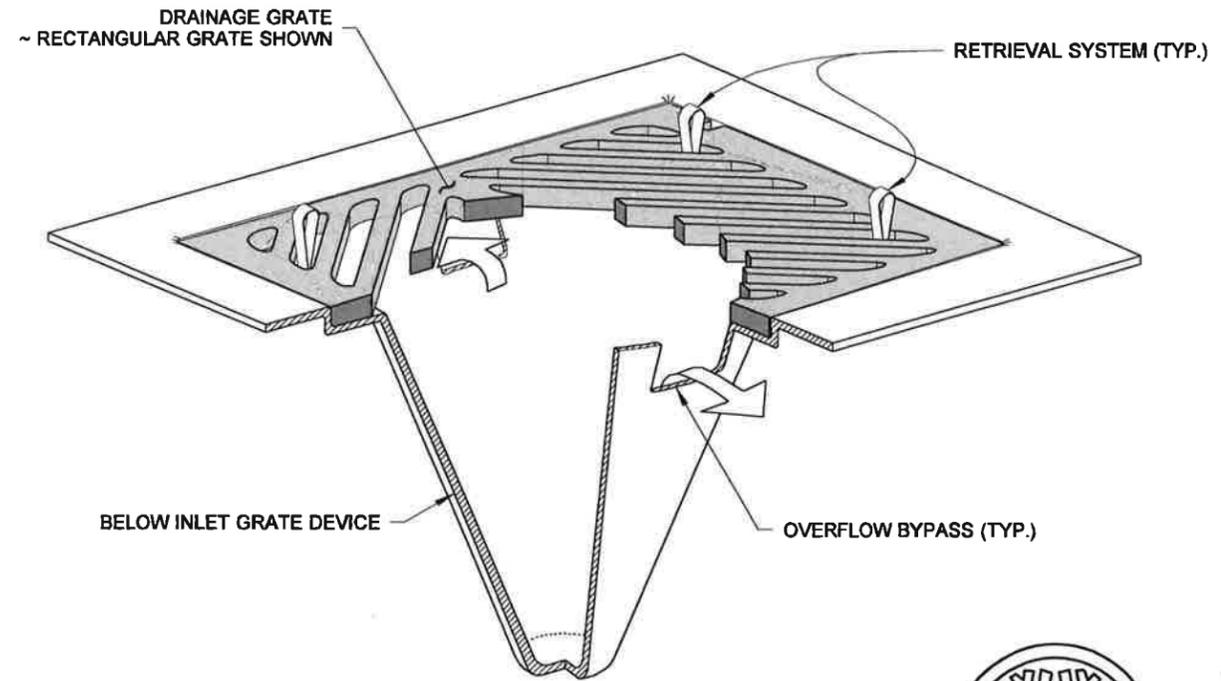
| | | |
|---|---|-----------------|
|  SUMNER | The City of Sumner Public Works Department | |
| | ROADWAY CROSS SECTION - NOTES | |
| | DATE: 8/6/07 N.T.S. | STANDARD DETAIL |
| | LAST REVISION: 06/24/10 | STREET |
| SHEET 1 of 1 | FILE NO. R6-1.2 | |

NOTES

1. Size the Below Inlet Grate Device (BIGD) for the storm water structure it will service.
2. The BIGD shall have a built-in high-flow relief system (overflow bypass).
3. The retrieval system must allow removal of the BIGD without spilling the collected material.
4. Perform maintenance in accordance with Standard Specification 8-01.3(15).



SECTION VIEW
NOT TO SCALE



ISOMETRIC VIEW



STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT

MARK W. MAURER
CERTIFICATE NO. 000598

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT BUT AN ELECTRONIC DUPLICATE. THE ORIGINAL, SIGNED BY THE ENGINEER AND APPROVED FOR PUBLICATION, IS KEPT ON FILE AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

**STORM DRAIN
INLET PROTECTION
STANDARD PLAN I-40.20-00**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Pasco Bakotich III 09-20-07
STATE DESIGN ENGINEER DATE



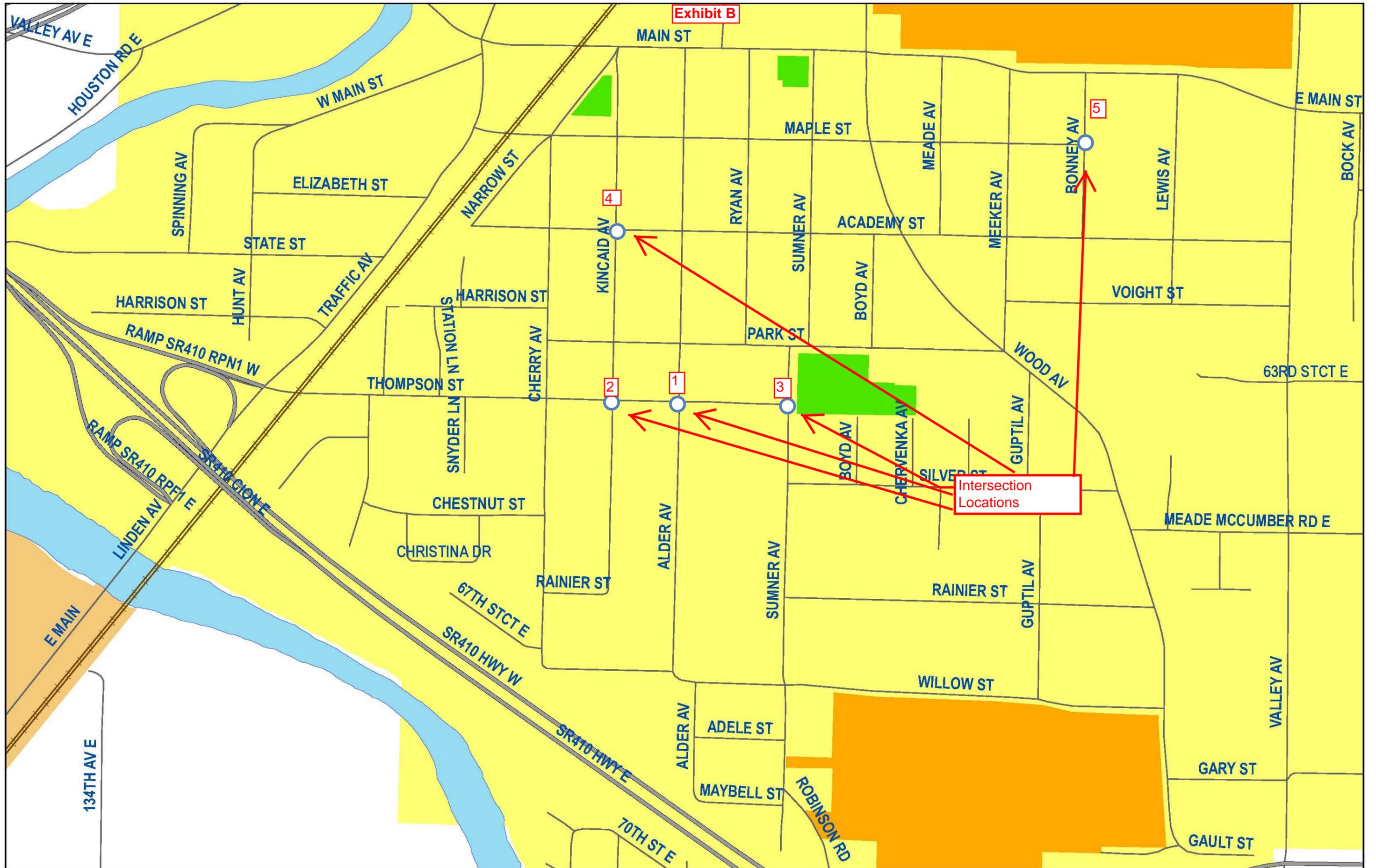


Exhibit C

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INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2014 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 the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- *City of Sumner Development Specifications and Standard Details*, current edition

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

DIVISION 1 GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for the improvement of Multiple ADA transition work within the city of Sumner. See Exhibit A for locations. Items of work include curb gutter and sidewalks, ADA curb ramps, paving and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(March 8, 2013 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, Amendments, or WSDOT General Special Provisions, to the terms “State”, “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

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 final payment form established by the Contracting Agency.

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency’s headquarters are located.

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.

(*****)

Supplement this section with the following:

Any reference to “Contract Bond” shall be changed to refer to “Payment and Performance Bond”.

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 Request for Bids for the work.

1-02.5 Proposal Forms

(June 27, 2011 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 D/M/WBE commitment, if applicable; a State of Washington Contractor’s Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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.

1-02.6 Preparation of Proposal

(June 27, 2011 APWA GSP)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last paragraph, and replace it with the following:

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

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

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any D/M/WBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any D/W/MBE requirements are to be satisfied through such an agreement.

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.

1-02.9 Delivery of Proposal

(August 15, 2012 APWA GSP, Option A)

Delete this section and replace it with the following:

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Request for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Request for Bids.

1-02.13 Irregular Proposals

(March 13, 2012 APWA GSP)

Revise item 1 to read:

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

1-02.14 Disqualification of Bidders

(March 8, 2013 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 the following Supplemental Criteria:

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 shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website: <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are so listed, they 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. **Prevailing Wages**

- A. Criterion: The Bidder shall not have a record of prevailing wage violations as determined by WA Labor & Industries in the five years prior to the bid submittal date, that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of all prevailing wage violations in the five years prior to the bid submittal date, along with an explanation of each violation and how it was resolved. The Contracting Agency will evaluate these explanations and the resolution of each complaint to determine whether the violation demonstrate a pattern of failing to pay its workers prevailing wages as required.

5. **Claims Against Retainage and Bonds**

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

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

6. **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.

7. **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.

8. **Lawsuits**

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

As evidence that the Bidder meets the mandatory and supplemental responsibility criteria stated above, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets all of the mandatory and supplemental criteria together with supporting documentation including but not limited to that detailed above (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all mandatory and supplemental responsibility criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess Bidder responsibility. 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 (but is not required to) consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

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

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

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

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

1-03.2 Award of Contract

Supplement this section with the following:

*(*****)*

The Contract will be awarded on the basis of the total of all bid items (Contract Total). After the award, the Contracting Agency has the option of deleting work associated with the construction in each intersection. The deletion of this work will be documented by a change order. The change order will not be subject to protest or negotiation. The amount of the change order price reduction shall be the sum of the amounts bid item quantities.

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 5 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on a Contracting Agency-furnished form;
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. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, 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;
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 must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

1-03.7 Judicial Review

*(*****)*

Section 1-03.7 is deleted in its entirety and replaced with the following:

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

1-04 SCOPE OF THE WORK

1-04.1 Intent of the Contract

1-04.1(2) Bid Items Not Included in the Proposal

*(*****)*

Section 1-04.1(2) is deleted in its entirety and replaced with the following:

The Contractor shall include all costs of doing the work within the bid item prices. If the Contract Plans, Contract Provisions, Addenda, or any other part of the Contract requires work that has no specific bid item in the Proposal form, the entire cost of that work shall be considered incidental and included within other bid items in the Proposal.

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

(March 13, 2012 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. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.6 Variation in Estimated Quantities

(May 25, 2006 APWA GSP, Option B; may not be used on FHWA-funded projects)

Delete the first paragraph, and replace it with the following:

Payment to the Contractor will be made only for the actual quantities of work performed and accepted in conformance with the Contract. When the accepted quantity of work performed under a unit item varies from the original proposal quantity, payment will be at the unit contract price for all work unless the total accepted quantity of any contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than 10 percent of the total contract price at time of award. In that case, payment for Contract Work may be adjusted as described herein.

(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)

Supplement this Section with the following:

The quantities for "Unsuitable Foundation Excavation Incl. Haul", "Property Restoration", and "Embankment Compaction" have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

1-04.11 Final Cleanup

*(*****)*

Supplement this section with the following:

The Contractor shall, before final acceptance of the work, power broom all pavements clean to remove the debris. Contractor shall also clean out all culverts and drains, inlets, catch basins, manholes, and water valve boxes, within the project limits, of dirt and debris of any kind that may or may not be the result of the Contractor's operations. The cleaning of structures and disposal of such waste material shall be considered as incidental to the construction and all costs thereof shall be included in the unit prices of various items of work.

1-05 CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

Add the following new section:

1-05.17 Oral Agreements

(October 1, 2005 AWPA GSP)

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.

Section 1-07.1 is supplemented with the following:

(April 3, 2006)

Confined Space

Confined spaces are known to exist at the following locations:

1. Utility Trenches
2. Storm Drain Structures and Pipe

The Contractor shall be fully responsible for the safety and health of all on-site workers and compliant with Washington Administrative Code (WAC 296-809).

The Contractor shall prepare and implement a confined space program for each of the confined spaces identified above. The Contractor's Confined Space program shall be sent to the Contracting Agency at least 30 days prior to the Contractor beginning work in or adjacent to the confined space. No work shall be performed in or adjacent to the confined space until the plan is submitted to the Engineer as required. The Contractor shall communicate with the Project Engineer to ensure a coordinated effort for providing and maintaining a safe worksite for both the Contracting Agency's and Contractor's workers when working in or near a confined space.

All costs to prepare and implement the confined space program shall be included in the bid prices for the various items associated with the confined space work.

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems

are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

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

1-07.5 Environmental Regulations

*Section 1-07.5 is supplemented with the following:
(January 7, 2013 WSDOT GSP)*

Stormwater, dewatering water, or other authorized non-stormwater discharges that has come into contact with pH modifying substances such as concrete rubble, concrete pours or amended soils, need to be maintained between 6.5 – 8.5 standard units (su). If pH exceeds 8.5 su, the Contractor shall immediately discontinue work and initiate treatment to prevent discharges outside the acceptable range from occurring. All neutralization methods used shall be in accordance with the permit. Work may resume once treatment has been implemented and pH of the stormwater or authorized non-stormwater discharge is between 6.5 - 8.5 su or it can be demonstrated that high pH waters will not discharge to surface waters.

Stormwater, dewatering water, and other authorized non-stormwater discharges are monitored weekly for compliance with the turbidity benchmark (25 nephelometric turbidity units (ntu)) and the phone reporting trigger value (250 ntu) by the Contracting Agency. When the turbidity benchmark is breached, the best management practices (BMPs) installed on-site are not working adequately and need to be adapted, maintained or more BMPs shall be installed. When the turbidity phone reporting trigger value is breached, immediate action is required in order to lower the turbidity to ≤ 25 ntu or to eliminate the discharge. Daily follow-up discharge samples will be collected at all locations where a discharge of 250 ntu or higher was collected unless the discharge was stopped or eliminated.

1-07.6 Permits and Licenses

*Section 1-07.6 is supplemented with the following:
(*****)*

The Contractor shall obtain all permits and licenses necessary to complete the Work. Some of the necessary permits may include:

- City of Sumner Business License

- City Street Obstruction Permit (free of charge)

1-07.7 Load Limits

*Section 1-07.7 is supplemented with the following:
(March 13, 1995 WSDOT GSP)*

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.

1-07.13 Contractor's Responsibility for Work

1-07.13(4) Repair of Damage

*Section 1-07.13(4) is revised to read:
(August 6, 2001 WSDOT GSP)*

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

1-07.16 Protection and Restoration of Property

1-07.16(1) Private/Public Property

(*****)

Section 1-07.16(1) is supplemented with the following:

Asphalt concrete pavement, bituminous surfacing, and landscaping outside the project area that is disturbed by construction activities shall be restored to original condition at no additional cost to the Owner. Asphalt pavement restoration shall comply with the provisions of Section 5-04 (Hot Mix Asphalt) of the Standard Specifications.

All other surfaces, fences, signs, irrigation systems, etc., disturbed by the project shall be promptly replaced or relocated to original or better than condition.

1-07.16(2) Vegetation Protection and Restoration

*Section 1-07.16(2) is supplemented with the following:
(August 2, 2010 WSDOT GSP)*

Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1 foot radius for each inch of trunk diameter at breast height.

Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level to twice the radius of the shrub.

Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass the diameter of the plant as measured from the outer edge of the plant.

1-07.16(5) Payment

(*****)

Section 1-07.16(5) is supplemented with the following:

“Property Restoration”, Square Yard

The Contract Bid item “Property Restoration” shall be used to satisfactorily complete restoration activities behind the back of curb that may be necessary, but could not be foreseen prior to construction.

Contractor is advised that protecting existing private improvements from damage during construction is a requirement of the Contract and does not constitute a basis for claim or extra working days.

Contractor is specifically reminded that any unnecessary damage, as determined at the sole discretion of the Engineer, caused by construction activities will be repaired or replaced at the Contractor’s sole expense.

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007 WSDOT GSP)

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project.

The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected Subcontractors, and all utility owners and their Contractors prior to beginning onsite work.

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

| | |
|--|----------------|
| Pat Clerget (City of Sumner) | (253) 299-5740 |
| Karen Berry (CenturyLink) | (253) 597-5210 |
| Jeff Payne (PSE) | (253) 476-6267 |
| Aaron Cantrel (Comcast) | (253) 864-4281 |
| Craig Spencer (Sumner School District) | (253) 891-6084 |

Supplement this section with the following:

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

All costs associated with coordinating with and accommodating utilities will not be measured for payment, but shall be considered incidental to and included with the lump sum cost for “Mobilization”.

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 24, 2011 APWA GSP)

1-07.18(1)General Requirements

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. 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 Final Completion 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 insurance policies shall contain a "cross liability" provision.
- E. The Contractor's and all subContractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.
- F. 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.
- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.
- I. 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.

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

1-07.18(2)Additional Insured

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

- The Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- Design Engineer of Record and Construction Services Firm hired by the City.

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

1-07.18(3)Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

1-07.18(4)Evidence of Insurance

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. The certificate and endorsements must conform to the following requirements:

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. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5)Coverages and Limits

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

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

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

Such policy must provide the following minimum limits:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers’ Liability

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

1-07.18(5)B Automobile Liability

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

- \$1,000,000 combined single limit

1-07.18(5)C Workers’ Compensation

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

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

*Section 1-07.23(1) is supplemented with the following:
(January 2, 2012 WSDOT GSP)*

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:

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

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

Supplement this section with the following:

Pedestrian Control and Protection

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

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

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

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

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

Supplement this section with the following:

Pedestrian-Related Elements of the Traffic Control Plan

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

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

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

1-07.24 Rights of Way

(October 1, 2005 APWA GSP)

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

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(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

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

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

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

Add the following new section:

1-08.0(2) Hours of Work

(March 8, 2013 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the Contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

Written permission from the Engineer is required, if a Contractor desires to perform work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer than an 8-hour period on any day. The Contractor shall apply in writing to the Engineer for such permission, no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to:

- 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 when in the opinion of the Engineer, such work necessitates their presence.
- 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.
- Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
- 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.

Add the following new section:

1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees

(May 25, 2006 APWA GSP)

Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than an 8-hour work shift on a regular working day, as defined in the Standard Specifications, such work shall be considered as overtime work. On all such overtime work an inspector will be present, and a survey crew may be required at the discretion of the Engineer. In such case, the Contracting Agency may

deduct from amounts due or to become due to the Contractor for the costs in excess of the straight-time costs for employees of the Contracting Agency required to work overtime hours.

The Contractor by these specifications does hereby authorize the Engineer to deduct such costs from the amount due or to become due to the Contractor.

1-08.3(2) Progress Schedule Types

1-08.3(2)A Type A Progress Schedule

(March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit 2 copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

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

1-08.4 Notice to Proceed and Prosecution of Work

(June 27, 2011 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.

1-08.5 Time for Completion

Section 1-08.5 is supplemented with the following:

(March 13, 1995 WSDOT GSP)

This project shall be physically completed within *** 30*** working days.

(August 14, 2013 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the

Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors

1-09 MEASUREMENT AND PAYMENT

1-09.2 Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment

(*****)

Delete the last paragraph of this Section and replace 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 deliver. Pay quantities will be prepared on the basis of said tally tickets, delivered to the Inspector on the day of delivery of materials. Tickets not collected on the day of delivery will not be honored for payment.

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

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

1-09.9 Payments

(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

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

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

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

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

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

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

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

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

1-09.13 Claims Resolution

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

(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

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

1-09.13(3)A Administration of Arbitration

(October 1, 2005 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 are located. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

1-10.2(1) General

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

(December 1, 2008 WSDOT GSP)

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035

Evergreen Safety Council
401 Pontius Ave. N.
Seattle, WA 98109
1-800-521-0778 or
(206) 382-4090

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

1-10.2(2) Traffic Control Plans

*(*****)*

This section is supplemented with the following:

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

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

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

1-10.4 Measurement

1-10.4(1) Lump Sum Bid for Project (No Unit Items)

*Section 1-10.4(1) is supplemented with the following:
(August 2, 2004 WSDOT GSP)*

The proposal contains the item "Traffic Control", lump sum. The provisions of Section 1-10.4(1) shall apply.

1-10.5 Payment

1-10.5(1) Lump Sum Bid for Project (No Unit Items)

(*****)

This section is supplemented with the following:

"Traffic Control", lump sum.

Costs for layout, installation, removal, and transport of project signage shall be included with the Contract lump sum price for "Traffic Control." This Bid item shall also constitute full compensation for all labor, tools, equipment, and materials necessary and incidental to providing traffic and pedestrian control as required throughout the project duration in compliance with the MUTCD including, but not limited to, reflective signage, barricades, lights, traffic cones, and temporary pavement markings. Providing Class A signs, Class B signs, flaggers and a Traffic Control Supervisor during all periods of construction activities within the public streets shall be included in the lump sum Bid item "Traffic Control".

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

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

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

The Lump Sum bid item for "Traffic Control" shall cover the cost to provide temporary traffic control for the for each and every working day (the entire contract duration) allowed as defined in Section 1-

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

END OF DIVISION 1

DIVISION 2 EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

*Section 2-01.1 is supplemented with the following:
(March 13, 1995 WSDOT GSP)*

Clearing and grubbing on this project shall be performed within the following limits:

As specified in the field or 1-foot beyond the proposed improvements, whichever is greater

This section is supplemented with the following:

Trees, stumps, shrubs, and brush located outside the Clearing Limits shall be considered as part of the "Property Restoration" bid item when identified for removal on the Plans.

Removing topsoil and bark mulch as necessary to construct the improvements will be included under the "Property Restoration" bid item.

2-01.2 Disposal of Usable Material and Debris

This section is supplemented with the following:

The Contractor shall dispose of all debris in accordance with Section 2-01.2(2).

2-01.3 Construction Requirements

2-01.3(1) Clearing

This section is supplemented with the following:

Trimming trees, brush, and shrubs as necessary to accommodate proposed improvements.

2-01.3(4) Roadside Cleanup

Delete Section 2-01.3(4) and replace this title and section with the following:

2-01.3(4) Cleanup and Restoration

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

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

2-01.4 Measurement

Section 2-01.4 is supplemented with the following:

No separate measurement for payment will be made for roadside cleanup, roadside cleanup shall instead be considered incidental to other bid items in the Proposal.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

Section 2-02.1 is supplemented with the following:

(*****)

This work shall consist of removing all materials noted in this section of the Special Provisions as well as any other materials designated for removal on the Plans or necessary for the construction of this project for which a specific Bid item is not provided in the Proposal.

In general, the Contractor shall remove/dispose or abandon existing items which are in conflict with the new improvements. Where not in conflict, or where not specified for demolition or removal, Contractor shall protect all private and public improvements.

Voids left by the removal of items shall be filled with crushed surfacing top course and compacted to 95 percent of maximum density as specified in Section 2-03.3(14)D of the Standard Specifications

2-02.3 Construction Requirements

Section 2-02.3 is supplemented with the following:

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

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

Section 2-02.3(3) is supplemented with the following:

Any pavement that is damaged, and not designated for removal as preapproved by the Owner, shall be repaired or replaced entirely at the Contractor's expense. All saw cutting required shall be considered incidental to the project and no compensation will be allowed. The width and location of cuts shall be preapproved by the Engineer before cutting of pavement.

Wheel cutting or jack hammering will not be considered an acceptable means of pavement "cutting," unless preapproved by the Engineer.

Add the following new section:

2-02.3(5) Adjust Existing Utility to Grade

Existing utilities such as monuments, catch basin frames and grates, water valves, etc. shall be adjusted to finished grade. The Contractor shall, prior to the beginning of any work, familiarize

himself 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.

Existing box, ring, grate, and cover shall be inspected by the Owner of the utility prior to reuse. Materials in good condition shall be reset in a careful and workmanlike manner to conform to the new grade. Materials determined to be in unsatisfactory or poor condition shall be disposed of by the Contractor and replaced by the respective utility, for subsequent installation by the Contractor. Any damage occurring to the manholes, concrete inlets, monument cases, valve boxes, etc., due to the Contractor's operations, shall be repaired at the Contractor's own expense. Adjustments shall be made using adjustment rings or cement, and the interior of the structure adjustment shall be mortared smoothly. All covers and frames shall be thoroughly cleaned. The Contractor shall be responsible for referencing and keeping a record of such references of all structures and appurtenances encountered, and shall submit a copy of these references to the Engineer.

Structures and appurtenances shall be adjusted to grade in the following manner:

Within a Grass Surface: Provide crushed surfacing top course backfill and 3 inches of topsoil, Type A, and seed.

Within a Hot Mixed Asphalt Paved Surface: As soon as the street is paved past each structure or appurtenance, the asphalt concrete mat shall be scored around the location of the structure or appurtenance. After rolling has been completed and the mat has cooled, it shall be cut along the scored lines. The structure or appurtenance shall then be raised to finished pavement grade, and the annular spaces filled with control density fill (CDF) to within a minimum of 6 inches of the finished grade. The remaining 6 inches shall be filled and compacted with HMA per Section 5-04 of the Standard Specifications, to give a smooth, finished appearance.

After pavement is in place, all joints shall be sealed with hot asphalt cement (AR 4000W). In areas opened immediately to traffic, a sand blanket shall be placed onto the surface of the hot asphalt sealer (AR4000W) to help alleviate the "tracking" of asphalt sealer.

Within a Concrete Surface: Structures shall be adjusted to grade after forms are in place and before the sidewalk/driveway approach is poured. Backfill shall be crushed surfacing base course.

2-02.4 Measurement

Section 2-02.4 is supplemented with the following:

"Remove Existing Pavement" shall be measured per square yard, regardless of depth.

"Potholing" shall be measured per each for each pot hole approved by the Engineer prior to excavation.

"Cement Conc. Sidewalk and WC Ramp Removal" shall be measured per square yard, and shall include concrete curb ramps, and sidewalk regardless of depth.

"Remove Curb" shall be measured per linear foot for all types of curb removed, including curb and gutter and extruded curb concrete.

No measurement for payment shall be made for saw cutting of any kind. Saw cutting shall be included with the other associated bid items in the Proposal.

2-02.5 Payment

Section 2-02.5 is supplemented with the following:

“Removal of Structure and Obstruction”, Force Account.

All items noted for removal/abandonment or salvage to which other Bid items do not apply shall be considered included in the force account Bid item “Removal of Structure and Obstruction” including, but not limited to, the items shown on the Plans and those specified herein. Demolition, haul, and disposal of all structures and materials and dismantling/restoration of surface features to which this Bid item applies shall also be considered incidental.

“Resolution of Utility Conflicts”, Force Account.

All items noted for utility conflicts to which other Bid items do not apply shall be considered included in the force account Bid item “Resolution of Utility Conflicts” including, but not limited to, the items shown on the Plans and those specified herein. Demolition, haul, and disposal of all structures and materials and dismantling/restoration of surface features to which this Bid item applies shall also be considered incidental.

“Remove Existing Pavement”, per square yard.

The unit Contract price for “Remove Existing Pavement” per square yard shall be full compensation for all labor, tools, equipment, and materials necessary to remove and dispose of asphalt concrete pavement.

“Cement Conc. Sidewalk and WC Ramp Removal”, per square yard.

The unit Contract prices for “Cement Conc. Sidewalk and WC Ramp Removal” and shall be full compensation for all labor, tools, material, and equipment costs necessary or incidental to completely remove concrete sidewalks, curb ramps, and driveways, regardless of depth, to the nearest joint and dispose of at an off-site location.

“Curb Removal”, per linear foot.

The unit Contract price for “Curb Removal” shall be full compensation for all labor, tools, material, and equipment costs necessary or incidental to completely remove curbs of any type and dispose of at an off-site location.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description

Section 2-03.1 is supplemented with the following:

All excavation, regardless of the nature or type of materials encountered, performed under this Contract shall be considered as unclassified excavation except as noted otherwise herein. Unclassified excavation shall be considered incidental to and included in other Bid items in the Proposal.

2-03.3 Construction Requirements

Section 2-03.3 is supplemented with the following:

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

2-03.3(7) Disposal Of Surplus Material

Section 2-03.3(7) is supplemented with the following:

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

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

2-03.3(14) Embankment Construction

2-03.3(14)B Earth Embankment Construction

Section 2-03.3(14)B is supplemented with the following:

Native material shall not be used to construct embankments for construction. Embankments for construction shall be constructed with gravel borrow.

2-03.3(14)C Compacting Earth Embankments

*Section 2-03.3(14)C is supplemented with the following:
(March 13, 1995 WSDOT GSP)*

All embankments, except waste embankments, shall be compacted using Method C.

2-03.3(14)E Unsuitable Foundation Excavation

Section 2-03.3(14)E is supplemented with the following:

When directed by the Engineer or City Construction Inspector, unsuitable roadway foundation material shall be removed from the roadway subgrade and replaced with crushed surfacing top course meeting the requirements of Section 9-03.9(3) of the Standard Specifications.

When directed by the Engineer a construction Geotextile fabric for soil stabilization shall be installed under, around, and over the backfill material for Unsuitable Foundation Excavation.

2-03.4 Measurement

Section 2-03.4 is supplemented with the following:

“Unsuitable Foundation Excavation Incl. Haul” will be measured by the cubic yard in place of material actually removed. Because the amount of such excavation is unknown, a quantity has been estimated to provide a common Bid base. The unit price submitted shall be used for all such excavation. Material that must be excavated to construct the improvements to the lines and grades shown on the Plans, regardless of the nature of the material, shall not be considered as unsuitable foundation excavation. Additional material excavated as directed by the Engineer or City Construction Inspector, to provide a stable subgrade for the pavement section or structural fill, shall be measured as “Unsuitable Foundation Excavation Incl. Haul”.

“Gravel Borrow” will be measured by the cubic yard. Because the amount of such excavation is unknown, a quantity has been estimated to provide a common Bid base. The unit price submitted shall be used for all such compaction. Additional material installed as directed by the Engineer or City Construction Inspector, to provide a stable subgrade for the section or structural fill, shall be measured as “Gravel Borrow”.

No separate measurement for payment will be made for disposal of surplus materials. All costs associated with this work shall be included with the other various Bid items in the Proposal.

2-03.5 Payment

Section 2-03.5 is supplemented with the following:

“Unsuitable Foundation Incl. Haul”, Cubic Yard

“Unsuitable Foundation Incl. Haul” will be measured as excavation necessary to establish subgrade elevation, measured from the bottom of the pavement removed, from back of walk to sawcut line.

“Unsuitable Foundation Excavation Incl. Haul”, per cubic yard.

The unit Bid price in the Proposal for “Unsuitable Roadway Foundation Excavation Incl. Haul” shall be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to remove, load, haul, and dispose of the unsuitable material off site at a Contractor-obtained legal disposal site. The unit bid price shall also include all costs associated with furnishing, installing, hauling, placing, and compacting the material specified to replace the unsuitable material.

“Gravel Borrow”, per cubic yard.

The unit Bid price in the Proposal for “Gravel Borrow” shall be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to remove, load, haul, and dispose of the unsuitable material off site at a Contractor-obtained legal disposal site. The unit bid price shall also include all costs associated with furnishing, installing, hauling, placing, and compacting the material specified to replace the unsuitable material

2-04 HAUL

Add the following new section:

2-04.2 Hauling on Other Than State Highways

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

2-04.5 Payment

Section 2-04.5 is supplemented with the following:

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

2-06 SUBGRADE PREPARATION

2-06.3 Construction Requirements

Section 2-06.3 is supplemented with the following:

During the period of subgrade exposure, only local traffic will be allowed on this section. The subgrade must be suitable, as determined by the Engineer, prior to placement of fabric or road course aggregate. All costs for protection of the subgrade, including replacing all material that becomes unsuitable while the subgrade is exposed, shall be included in the other related Bid items of the Contract and no additional compensation shall be made. While the subgrade is exposed it shall be graded to drain to ensure that water does not pond.

Preparation and compaction of the subgrade shall be considered as essential to the construction and all costs thereof shall be included by the Contractor in other pay items of the Contract. The subgrade shall be shaped and maintained to drain at all times during construction, including temporary ditches and modifications to drainage structures necessary to eliminate standing water on the subgrade.

2-06.5 Measurement and Payment

Section 2-06.5 is supplemented with the following:

Preparing, maintaining, and restoring (as necessary) subgrade for streets shall not be measured for payment.

2-07 WATERING

2-07.3 Construction Requirements

Section 2-07.3 is supplemented with the following:

During construction, the Contractor shall have available for the project, a suitable water truck that shall be operated as necessary to control dust. Failure to have a water truck immediately accessible to the job, and failure to use said water truck for dust control, shall be adequate reason to “shutdown” the project construction. Such shutdown is herein agreed to upon submitting a Bid for this project. Shutdowns due to the Contractor’s failure to control dust shall not be considered as unworkable days. Water placement includes that required for dust control while excavating for the street or the installation of the utilities, for processing and compacting the subgrade, and for dust control between the time of subgrade preparation and the placing of asphalt. Dust control water shall be applied as directed by the Engineer or the City Construction Inspector and for such period of time as he deems necessary.

The City will provide water to at no expense to the Contractor. The Contractor will be required to obtain a hydrant meter and post the refundable deposit.

2-07.5 Payment

Section 2-07.5 is supplemented with the following:

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

2-09 STRUCTURE EXCAVATION

2-09.3 Construction Requirements

2-09.3(1) General Requirements

2-09.3(1)D Disposal of Excavated Material

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

All material removed as structure excavation shall be disposed of off-site at a legal disposal site. No material excavated for structure installation shall be re-used on the project site.

2-09.3(1)E Backfilling

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

All structure and trench backfill for utilities shall be crushed surfacing top course per 9-03.9(3) of the Standard Specifications.

2-09.4 Measurement

Section 2-09.4 is supplemented with the following:

No measurement will be made for any class of structure excavation.

2-11 TRIMMING AND CLEANUP

2-11.1 Description

Section 2-11.1 is supplemented with the following:

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

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

2-11.3 Construction Requirements

Add the following new subsections:

2-11.3(1) Routine Cleaning

General

- Retain all stored materials and equipment in an orderly fashion allowing maximum access, not impeding drainage or traffic, and providing protection.
- Do not allow the accumulation of scrap, debris, waste material, and other items not required for this work.
- At least once a week, and more often if necessary or as directed by the Construction Inspector, the Contractor shall completely remove all scrap, debris, and waste material from the project site.

- Provide adequate storage for all materials awaiting removal from the project site, observing all requirements for fire protection and protection of the environment.

Site

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

Restoration

- All disturbed areas within landscape areas shall have bark mulch (beauty bark) installed to match existing depth. The contractor will have the option to remove the existing bark mulch prior to disturbance and replace upon completion or supply new bark mulch.
- All disturbed grass areas shall be restored with seeding, fertilizing by hand as described in Section 8-01 of the Standard Specifications.

2-11.3(2) Final Cleaning

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

2-11.4 Measurement

Delete this section and replace with the following:

Trimming and cleanup will not be measured specifically for payment, but shall be included in "Mobilization".

2-12 CONSTRUCTION GEOSYNTHETIC

2-12.2 Materials

Section 2-12.2 is supplemented with the following:

Geotextile shall be woven, for soil stabilization per Standard Specification Section 9-33.2, Table 3.

END OF DIVISION 2

**DIVISION 3
AGGREGATE PRODUCTION AND ACCEPTANCE**

3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor Furnished Material Sources

Section 3-01.4 is supplemented with the following:

No source has been provided for any materials necessary for the construction of this improvement. The Contractor shall make arrangements to obtain the necessary materials at no expense to the City, and all costs of acquiring, producing, and placing this material in the finished work shall be included in the unit Contract prices for the various items involved.

3-01.6 Payment

Section 3-01.4 is supplemented with the following:

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

END OF DIVISION 3

DIVISION 4 BASES

4-04 BALLAST AND CRUSHED SURFACING

4-04.1 Description

Section 4-04.1 is supplemented with the following:

Crushed surfacing and gravel borrow shall be placed in accordance with the Standard Specifications and as shown in the Plans or as designated by the Engineer.

4-04.4 Measurement

Section 4-04.4 is supplemented with the following:

Crushed surfacing Top Course used for the project will be considered incidental and included in the unit prices for other Bid items in the Proposal.

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

4-04.5 Payment

Supplement this section with the following:

The Contract Bid prices shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications and these Special Provisions. Work elements shall include, but not be limited to, procuring; hauling; placing; grading; and compacting crushed surfacing and ballast material.

All costs for crushed surfacing top course will instead be incidental to the bid items in the proposal.

END OF DIVISION 4

**DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS**

5-04 HOT MIX ASPHALT

5-04.1 Description

Section 5-04.1 is supplemented with the following:

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, thickness, and typical cross sections shown in the Plans.

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

Section 7-09.2 is supplemented with the following:

All asphalt concrete shall be HMA Class 1/2 In. PG 64-22 (N-Design-75 gyration).

Tack coat shall be emulsified asphalt grade CRS-1 as specified in Section 9-02.1(6), Cationic Emulsified Asphalt, of the Standard Specifications and will be used at locations specified or as directed by the Engineer.

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

5-04.3 Construction Requirements

Section 5-04.3 is supplemented with the following:

Where the new HMA pavement connects to the existing pavement, the transition shall produce a smooth ride. The surface of the pavement through the connection shall not vary more than 1/4 inch in 10 feet. Where necessary, existing pavement shall be removed by planning to produce a smooth transition.

If the edges of existing remaining pavement become broken, uneven, or jagged prior to placement of new asphalt abutting those edges, the existing pavement shall be re-saw cut to provide a smooth, even edge prior to placement of the new asphalt.

5-04.3(3)A Material Transfer Device / Vehicle

The first paragraph of this section is revised to read:

Additionally, a material transfer device or vehicle (MTD/V) is not required for this project.

5-04.3(5)A Preparation of Existing Surfaces

Section 5-04.3(5)A is supplemented with the following:

Weather permitting; multiple lifts of asphalt concrete shall be placed on the same day with no tack coat between the lifts. In the event that two lifts of asphalt concrete must be laid on two different days, a tack coat between lifts will be required. All costs for tack coat shall be considered incidental to and included in other unit contract prices.

5-04.3(13) Surface Smoothness

The second sentence of Section 5-04.3(13) is revised to read:

The completed surface of the wearing course shall not vary more than 1/4 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to centerline.

5-04.3(17) Paving Under Traffic

Delete this section and replace it with the following:

The Contractor shall minimize any pavement drop-offs or abrupt pavement edges to traffic during nonworking hours. Unless otherwise approved by the Engineer, pavement drop-offs or abrupt pavement edges left exposed to traffic during nonworking hours shall be protected as follows:

1. Drop-offs up to 0.20 feet, unless otherwise directed by the Engineer, may remain exposed with appropriate warning signs alerting motorists of the condition.
2. Drop-offs more than 0.20 feet that are within the traveled way shall be protected with appropriate warning signs and further protected by the following:
 - a. A wedge of asphalt cold mix or other material approved by the Engineer shall be placed at a slope of 4 to 1 or flatter.
 - b. Channelization devices shall be placed along the traffic side of the drop-off or abrupt pavement edges and shall comply with the latest edition of the MUTCD. Pavement drop-off warning signs shall be placed in advance of and throughout the drop-off area.
3. Open trenches within the traveled way shall have a steel plate cover placed over them. 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.

5-04.4 Measurement

Section 5-04.4 is supplemented with the following:

The basis of measurement for HMA will be by the ton based on certified truck tickets collected by the inspector at the end of each working day. Tickets will be accepted for payment after the end of each working day only when prior arrangements have been made with the inspector.

Asphalt placed outside the thickness tolerances allowed within the Standard Specifications will not be measured for payment. Areas of the HMA which are in excess of 1/2-inch over that which is specified on the Typical Sections will be measured for payment by the square yard and converted to tonnage using the asphalt depth shown on the Typical Sections. It is the Contractor's responsibility to assure that the crushed surfacing is graded to the proper elevations to avoid exceeding the compacted thickness shown on the Typical Sections.

All costs for minimizing drop-offs and maintaining access to existing streets and driveways including, but not limited to, steel sheeting and channelization devices, shall be included by the Contractor in the unit price bid for the various items in the Bid Proposal, and no additional or separate compensation will be allowed. Payment for asphalt cold mix for steel sheeting transition shall be made at the unit price bid.

No measurement will be made for asphalt used in conjunction with adjusting utilities to final grade.

5-04.5 Payment

Section 5-04.5 is supplemented with the following:

“HMA for Pavement Patch Cl. 1/2” PG 64-22”, per ton.

Payment for this item shall be per ton. The price shall include all labor, tools, equipment, and materials necessary to perform the pavement repairs. Saw cutting, excavation, compaction, site restoration, disposal of removed items, and backfill shall be incorporated in the proposal for this bid item. All pavement shall be 100 percent HMA Cl. 1/2” PG 64-22. Pavement section shall be per the City of Sumner’s Standard Details R6-10 Pavement Patching, R6-1.1 Roadway Cross Section and R6-1.2 Roadway Cross Section Notes. All work and products associated with this bid item shall conform to the 2016 WSDOT *Standard Specifications for Road, Bridge and Municipal Construction, Section 5-04 Hot Mix Asphalt*.

END OF DIVISION 5

DIVISION 8 MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

Supplement this section with the following:

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

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

8-01.3 Construction Requirements

Section 8-01.3 is supplemented with the following:

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

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

At no time shall more than 1 foot of sediment be allowed to accumulate within a catch basin. All catch basins and conveyance lines shall be cleaned at a time designated by the City Construction Inspector. The cleaning operation shall not flush sediment-laden water into the downstream system. The cleaning shall be conducted using an approved vacuum truck capable of jet rodding the lines. The collection and disposal of the sediment shall be the responsibility of the Contractor at no cost to the City of Sumner.

Catch Basin Inlet Protection shall be installed per WSDOT Standard Detail I-40.20-00 Inlet Protection.

Site Specific BMPs and SWPPP Plan

Temporary Erosion / Water Pollution Control notes and performance criteria are noted in the Contract Documents. The Contractor shall submit his or her own Surface Water Pollution Prevention Plan to the City for review and approval prior to the commencement of clearing, grubbing, or grading activities.

The Department of Ecology SWPPP template can be found at the following link:

<http://www.ecy.wa.gov/programs/wq/stormwater/construction/>

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

Supplement this list under the second paragraph with the following:

3. Inspecting all on-site erosion and sediment control BMPs at least once every five working days and within 24 hours of every runoff event. A SWPPP Inspection report or form shall be prepared for each inspection and shall be included in the SWPPP file. A copy of each SWPPP Inspection report or form shall be submitted to the Engineer no later than the end of the next working day following the inspection. The report or form shall include, but not be limited to the following:
 - a. When, where, and how BMPs were installed, maintained, modified, and removed.
 - b. Observations of BMP effectiveness and proper placement.
 - c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal SWPPP inadequacies.
 - d. Approximate amount of precipitation since last inspection and when last inspection was performed.
4. Updating and maintaining a SWPPP file on site that includes, but is not limited to the following:
 - a. SWPPP Inspection Reports or Forms.
 - b. SWPPP narrative.
 - c. Other applicable permits.

8-01.3(1)C Water Management

Supplement this section with the following:

The Contractor will be responsible for meeting the SWPPP requirements as specified in these specifications.

The Bid Item “Erosion/Water Pollution Control” shall include the cost of providing temporary detention/retention facilities as illustrated in the Contractor’s SWPPP Plan as well as modifications, additions and removals of such facility as dictated by the Contractor’s sequence of work and may include, but are not limited to:

1. Temporary detention/retention facilities such as sediment traps, or other facilities.
2. Temporary facilities such as wheel wash stations or similar.

No additional compensation shall be made for construction, alteration, removal, maintenance, and any additional requirements necessary for “Erosion/Water Pollution Control”. No additional compensation shall be made for conflicts with existing or proposed improvements or construction sequencing of work when facilities are utilized to meet permit requirements.

8-01.3(8) Street Cleaning

Supplement this section with the following:

The Contractor shall provide for cleaning all surfaced roadways that have become dirty as a result of the execution of this project. This shall be done at the completion of each day's activities or more often if so directed by the Engineer. Street sweepers with a vacuum function shall be the only acceptable method used to clean. Flushing will not be permitted.

Contractor shall have a vacuum sweeper available, full-time, for the duration of the project.

Not having a full-time vacuum sweeper available and/or sufficient additional materials to react in a timely manner to changes may be grounds for the City to issue a Stop Work Order until the Contractor remedies the deficiency or the City may elect to have complete the street sweeping and deduct the cost from monies due to the Contractor. Time spent under a Stop Work Order in this situation shall not be grounds for a claim for additional payment or additional working days.

8-01.3(16) Removal

Supplement this section with the following:

Removing Temporary Erosion / Water Pollution Control BMPs

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

Add the following new Section:

8-01.3(17) Suspension of Work

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

8-01.4 Measurement

Supplement this section with the following:

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

8-01.5 Payment

Supplement this section with the following:

"Erosion/Water Pollution Control", lump sum.

The lump sum Bid price for "Erosion/Water Pollution Control" shall constitute full pay for all labor, materials, tools, and equipment necessary and incidental to the installation, maintenance, repair, and removal of erosion and sediment control facilities as specified on the Plans and Standard Specifications for which specific Bid items are not provided.

Developing, submitting, modifying, and updating the SWPPP as described herein shall be included in the "Erosion/Water Pollution Control" lump sum cost.

8-02 ROADSIDE RESTORATION

8-02.1 Description

Supplement this section with the following:

This work consists of restoring areas disturbed during construction activities by placing and grading topsoil, applying hydroseed to restore lawns and other seeded areas, and placing and grading bark mulch in landscaped areas.

8-02.2 Materials

Supplement this section with the following:

| | |
|-------------------------|-------------------|
| Seeded Lawn Mix | Section 9-14.2 |
| Bark or Wood Chip Mulch | Section 9-14.4(3) |

8-02.3 Construction Requirements

Supplement this section with the following:

Lawn areas disturbed by construction activities shall be hydroseeded at the discretion of the City Construction Inspector. Topsoil shall be placed over the disturbed area at an average compacted thickness of 3 inches, or greater as necessary to match existing grades. All restoration practices shall be completed unless otherwise directed by the City Construction Inspector.

Where feasible, the hydroseeding method of application shall be used. A slurry consisting of seed, fertilizer, mulch and water shall be uniformly applied over all disturbed areas, unless directed otherwise. Seed mixes shall be applied at a rate per Section 9-14.2, of these Special Provisions.

Any seeded areas that fail to establish at least 80% cover two months after hydroseed application shall be reseeded as directed by the Engineer.

Fertilizing

Fertilizer shall be applied at the rates specified, per Section 9-14.3(1) Fertilizer, of these Special Provisions. Fertilizer shall be incorporated into the seed, mulch, and water slurry and shall be applied as specified in the Standard Specifications.

Mulching

Mulch shall be applied at the rate of 2,000 pounds per acre, unless otherwise recommended by the seed supplier. The Contractor shall follow manufacturer's / suppliers recommended quantities of mulch in pounds to tank capacity in gallons.

Protection and Care of Seeded Areas

The Contractor is responsible for applying water to all seeded areas until 4 weeks after substantial completion or until the seeded areas have a dense growth of grass with an average height of 1 inch. The Contractor shall take necessary measures to prevent erosion and siltation of downstream facilities and adjacent properties.

8-02.3(4) Topsoil

Supplement this section with the following:

The Contractor shall thoroughly scarify surface by tilling, disking, or harrowing after the subgrade has been backfilled to the elevations needed to establish finished grade after topsoil placement as

indicated on the Plans. Prior to placement, the Engineer shall approve topsoil material. Final grading shall include raking, floating, dragging, and rolling to remove all surface irregularities and to provide a firm, smooth surface with positive drainage.

8-02.5 Payment

Supplement this section with the following:

All costs involved in the seed bed preparation shall be included in the square yard price for "Property Restoration".

8-04 CURBS, GUTTERS, AND SPILLWAYS

8-04.2 Materials

Supplement this section with the following:

Cement concrete curbs and curbs and gutters shall be constructed with 3000 psi commercial concrete. "Cement Conc. Traffic Curb and Gutter" shall be installed per the City of Sumner Standard Detail R6-7 Curb and Gutter.

8-04.4 Measurement

Supplement this section with the following:

"Cement Conc. Pedestrian Curb" will be measured by the linear foot.

8-04.5 Payment

Supplement this section with the following:

"Cement Conc. Pedestrian Curb", per linear foot. The per linear foot Bid price for "Cement Conc. Pedestrian Curb" shall constitute full pay for all labor, materials, tools, and equipment necessary to install the pedestrian curb. Saw cutting, excavation, compaction, site restoration, disposal of removed items, and backfill shall be incorporated in the proposal for this bid item. All work and products associated with this bid item shall conform to the WSDOT Standard Detail F-40.15-03.

8-05 RESOLUTION OF UTILITY CONFLICTS

8-05.1 Description

This work involves the identification and resolution of utility conflicts not identified on the Plans between proposed improvements and existing utilities. The City will pay these costs by force account if the work proves to be acceptable and the Contractor has performed the work with the authority of and due notice to the Engineer.

8-05.2 Vacant

8-05.3 Construction Requirements

Utility conflicts discovered during construction will typically be addressed by adjusting the location of the proposed utility that is in conflict with the existing utility. Should existing conditions and/or

proposed improvements prohibit relocation of the new improvements, then the existing, conflicting utility will be relocated.

In the event that a conflict arises between the proposed improvements and an existing utility, the Resolution of Utility Conflicts item will compensate the Contractor for standby time and additional work in the following manner:

1. Standby time resulting from existing utility conflicts
 - a. Standby time is defined as time the Contractor is unable to proceed with progression of a specific work item due to conflicts with existing facilities. However, payment for standby time shall be limited to:
 - i. For each agreed upon conflict, a maximum of one (1) hour of standby time will be paid for actual delay of labor and equipment due to a utility conflict. The Contractor shall be responsible to adjust his work schedule and/or reassign his work forces and equipment to other areas of work to minimize standby time.
 - ii. If the conflict is resolved within one (1) hour of verbal notification to the Engineer, no standby time will be paid.
 - iii. No standby time will be paid if Contractor forces can be redirected to other portions of work. Availability of other work shall be at the sole discretion of the Engineer.
2. Additional work required to resolve utility conflicts will be paid for at the Bid unit prices for the associated work. Work that can be measured and paid for at the unit Contract prices shall not be identified as force account work.

8-05.4 Measurement

Measurement and payment for “Resolution of Utility Conflicts” shall be by force account per 1-09.6 of the Standard Specifications.

8-05.5 Payment

“Resolution of Utility Conflicts”, force account.

Costs incurred as a result of horizontal or vertical realignment of existing utilities as necessary to allow construction of the improvements proposed with this project, as approved by the Engineer, shall be paid by force account under the Bid item “Resolution of Utility Conflicts”. This Bid item applies only to costs that would not have been otherwise incurred as a result of per-Plan activities.

This option will only be approved by the Engineer if it is determined that utility conflict cannot be resolved by realignment of the new utilities alone. Should additional materials become necessary due to realignment of the new utilities, they will be measured and paid for separately according to the pay items to which they apply.

For the purposes of bidding equality, the Contracting Agency has furnished an estimated quantity for this item of work. Actual payment for this work, if necessary, will be made only for the actual

amount of work performed as authorized and deemed necessary by the Engineer and may differ greatly from the estimated amount provided.

8-06

8-14 CEMENT CONCRETE SIDEWALKS

8-14.2 Materials

Supplement this section with the following:

Cement concrete sidewalks shall be constructed with 3000 psi commercial concrete.

8-14.3 Construction Requirements

*Section 8-14.3 is supplemented with the following:
(April 4, 2011 WSDOT GSP)*

The Contractor shall request a pre-meeting with the Engineer to be held 2 to 5 working days before any work can start on cement concrete sidewalks, curb ramps or other pedestrian access routes to discuss construction requirements. Those attending shall include:

1. The Prime Contractor and Subcontractor in charge of constructing forms, and placing, and finishing the cement concrete.
2. Project Engineer (or representative) and Project Inspectors for the cement concrete sidewalk, curb ramp or pedestrian access route Work.

Items to be discussed in this meeting shall include, at a minimum, the following:

1. Slopes shown on the Plans.
2. Inspection
3. Traffic control
4. Pedestrian control, access routes and delineation
5. Accommodating utilities
6. Form work
7. Installation of detectable warning surfaces

“Cement Conc. Sidewalk”, per square yard shall be installed per City of Sumner Standard Details R6-5 Sidewalk (without Planter Strip) and R6-6 Sidewalk (with Planter Strip).

Add the following new section:

8-14.3(6) Curb Ramps

Some of the curb ramps on this project have been modified from the standard details to fit the project conditions while meeting current ADA requirements. Contractor shall take special care to assure that the ramps are constructed in conformance with ADA requirements. Curb Ramps shall be constructed according to WSDOT Standard Detail F-40.15-02 Type Perpendicular B.

Compliance with ADA Standards is taken very serious and minor modifications to the dimensions shown on the Plans may be required to meet current standards. Therefore, prior to pouring concrete

at the curb ramp locations, the Contractor shall have each ramp inspected and receive written approval from the on-site inspector that the forms are set in compliance with ADA Standards. Ramps poured without written approval that do not meet current ADA standards shall be removed and replaced at the Contractors expense, regardless of whether or not they conform to the dimensions shown on the Plans.

Per the Standard Specifications, detectable warning surfaces shall be furnished and installed on each curb ramp. Detectable warning surfaces shall be constructed according to WSDOT Standard Detail F-45.10-01.

Pedestrian curbs shall be placed where shown on the Plans and necessary to transition from lowered grade at depressed concrete ramps to the adjacent finished grade. Pedestrian curbs shall be construction according to the WSDOT standard detail F-10.12-03.

Add the following new section:

8-14.3(7) Cold Weather Work

The following additional requirements for placing concrete shall be in effect from November 1 to April 1:

- The Engineer shall be notified at least 24 hours prior to placement of concrete.
- All concrete placement shall be completed no later than 2:00 p.m. each day.
- Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At the time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.

8-14.5 Payment

Supplement this Section with the following:

The unit Contract price per square yard for “Perpendicular Cement Conc. Curb Ramp Type B” shall be full pay for installing the curb ramp as specified, including the “Detectable Warning Surface.”

DIVISION 9 MATERIALS

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.1 Soil

9-14.1(1) Topsoil, Type A

Supplement this section with the following:

Topsoil Type A shall be a mixture of 50% pure compost, and 50% sand, sandy loam, or silty sand. The compost shall be fully composted and mature organic materials. No fresh sawdust or other fresh wood by-products shall be added to extend the volume after the composting process.

Chemical/physical characteristics shall comply with the following:

| | |
|-------------------------------------|--------------------|
| Screen Size (approx. Particle size) | 7/16" maximum |
| Total Nitrogen | .25% minimum |
| Organic Matter | 5.5-7.5 |
| Conductivity | 5 mmhos/cm maximum |

Compost shall be 98% minimum material derived from the aerobic decomposition of recycle plant waste and/or secondary sewage treatment. It shall be free of viable weeds and other plant propagules and shall have a moisture content that has no visible free water or dust produced when handling the material.

Contractor shall provide a complete analysis of the Topsoil Type A, with a (1) cubic foot sample for review and approval.

9-14.2 Seed

Supplement this section with the following:

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

The seed mixtures for hydroseeding shall conform to the composition specified in the following paragraphs. Seeding rates which are shown in pounds of pure live seed (PLS) per acre or 1,000 square feet. PLS is determined by multiplying the percent purity (expressed as a decimal) by the percent germination (expressed as a decimal) and then multiplying this factor by the pounds of seed in the mixture

(PLS = pounds of seed in mixture times percent purity times percent germination). The purity and germination percentages shall be as shown on the tag on each seed container.

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

| Mixture Proportions | |
|---|--------------------|
| Name | % by Weight |
| Festuca Rubra var. rubra/ Creeping Red Fescue | 40% |
| Lolium perenne / Perennial Rye Grass | 40% |
| Trifolium repens / White Clover | 10% |
| Agrostis tenuis / Highland Colonial Bentgrass | 10% |

Apply per rate as recommended by the seed supplier.

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

9-14.3 Fertilizer

Supplement this section with the following:

Fertilizer shall be a standard commercial grade of organic or inorganic fertilizer as specified herein. All fertilizers shall be furnished in standard unopened containers with weight, name of plant nutrients and manufacturer's certified statement of analysis clearly marked, in accordance with State and Federal law.

Fertilizer provided for hydroseeding applications shall be 10-10-10, applied at a rate that provides 1 pound of nitrogen per 1000 square feet.

9-14.4(3) Bark or Wood Chips

Supplement this section with the following:

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

The bark shall be uniform in color, free from weed seeds, sawdust and splinters. The mulch shall not contain resin, tannin, wood fiber or other compounds detrimental to plant life. The moisture content of bagged mulch shall not exceed 22%. The acceptable size range of bark mulch material is ½-inch to 1-inch with maximum of 20% passing the ½-inch screen.