



CONTRACT PROVISIONS

Contract Documents Bid Proposal and Special Provisions

FOR

**CITY OF FIFE
27TH STREET E WATER SERVICE REPLACEMENT PROJECT**

October 2014

**CITY OF FIFE
PUBLIC WORKS DEPARTMENT
5411 23RD STREET EAST
FIFE, WA 98424**

CONTRACT PROVISIONS

for

City of Fife
27th Street E Water Service Replacement Project

October 2014

Prepared by:

KPG
2502 Jefferson Avenue
Tacoma, WA 98402

Prepared for:

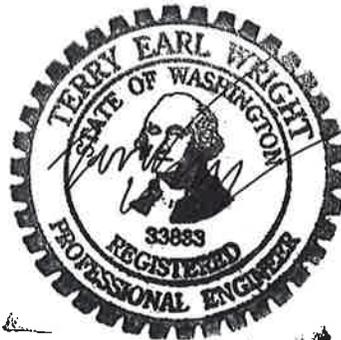
City of Fife
Department of Public Works
5411 23RD STREET EAST
FIFE, WA 98424

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

Prepared by: _____



Checked by: _____



**CONTRACT PROVISIONS
TABLE OF CONTENTS**

**CITY OF FIFE
27th Street E Water Service Replacement Project**

INVITATION FOR BIDS 1

INSTRUCTION TO BIDDERS..... 3

BIDDER’S CHECKLIST 5

PROPOSAL 6

NONCOLLUSION CERTIFICATE 9

CERTIFICATE AS TO CORPORATE PRINCIPAL..... 10

BID BOND FORM..... 11

CONTRACT 13

PERFORMANCE & PAYMENT BOND WITH GUARANTY 16

SPECIAL PROVISIONS

APPENDICES

- A. PIERCE COUNTY PREVAILING WAGE RATE INSERT**
- B. CONTRACT PLANS**

INVITATION FOR BIDS SMALL WORKS ROSTER

Notice is hereby given that sealed bids will be received by the City of Fife at City Hall up to the hour of **1:00 p.m. on November 7, 2014**, for the City of Fife **27th Street E Water Service Replacement Project** and will then be opened and publicly read. City Hall is located at **5411 23rd Street East, Fife, Washington**. Proposals received after **1:00 p.m. on November 7, 2014**, will not be considered.

Improvements to be included within this Project are as follows:

In general, the work consists of replacement of 15 water service lines on 27th Street East from David Ct E west to the end of the street for approximately 700 LF. All work shall be in accordance with the Contract Documents, City of Fife Standards, and WSDOT 2014 Standard Specifications.

Pierce County prevailing wage requirements are in effect.

The City of Fife is an Affirmative Action/Equal Opportunity Employer and hereby notifies all Bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement disadvantaged business enterprises will be given the full opportunity to submit Bids in response to this invitation. Minority and/or Women Owned Businesses are encouraged to submit bids and all bidders are encouraged to consider minority and women owned businesses as potential subcontractors and material suppliers for this project. The City of Fife does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provisions of services.

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to Builders Exchange at www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Fife". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the online plan room for addenda issued on this project. Contact Builders Exchange of Washington at 425.258.1303 should you require assistance with access or registration.

The plans are also available on the City of Fife website.

The contact is **Ken Gill, (253) 922-9315 or email at KGill@cityoffife.org**.

All bids shall be submitted on the prescribed Bid Forms and in the manner as stated in this invitation and in the Bid Document and said bids shall be accompanied by a bid deposit in the form of cash, cashier's check, certified check, postal money order, or a surety bond to the City of Fife in the amount of five percent (5%) of the total amount of the bid for Schedule A. **Bid Bonds submitted on other than the bond form provided by the City may be subject to rejection. Faxed bids and/or surety bond will not be accepted.**

Bids must be submitted in a sealed envelope with the outside clearly marked "sealed bid" with the bid opening date and time, and the project name as it appears in this invitation and the name and address of the bidder. Bids shall be addressed to the **City Clerk, City of Fife-5411 23rd Street, Fife, WA 98424**.

The City of Fife reserves the right to reject any or all bids and to waive irregularities in the bid or in the bidding.

No Bidder may withdraw his proposal after **1:00 p.m. on November 7, 2014**, or before award of Contract, unless said award is delayed for a period exceeding sixty (60) days.

Liquidated Damages: The Project must be physically completed within 20 working days. Liquidated damages of \$1000.00 will be assessed for each calendar day of delay in completion of the Project.

Carol Etgen
City Clerk

INSTRUCTION TO BIDDERS

I. Execution of Contract

A. Execution of Contract:

1. Within 10 days after the date the lowest qualified Bidder receives notification of award, the lowest qualified Bidder shall execute and return the Contract and the required number of copies and shall furnish a performance and payment bond and insurance.
2. At the time the Contract is executed and returned, the Contractor shall notify the City in writing of the names of all subcontractors and materials suppliers the Contractor intends to use for the work.

B. Performance Bond/Payment Bond:

1. To be furnished at the time of delivery of the executed Contract.
2. To be in full amount of Contract price.
3. The surety must be authorized to do business in the State of Washington and be satisfactory to the City. Each bond must be approved in writing by the City Attorney.

C. Contract Insurance:

1. Work under the Contract shall not commence until the City has approved the Contractor's insurance. No subcontractors shall commence work until the City has approved subcontractor's insurance. Insurance shall be as required per Section 1-07.18, of the Special Provisions.
2. The Contractor and subcontractors shall obtain and maintain Workman's Compensation Insurance during the life of this Contract.
3. Contractor specifically waives its immunity under Title 51 of the Revised Code of Industrial Insurance Act for injuries to its employees, and indemnifies the City from liability for the action brought by those employees.

II. Legal Wages on Public Works

A. Statement of Intent to Pay Prevailing Wages:

1. The Contractor shall submit a Statement for the Contractor and each and every subcontractor to the Industrial Statistician of the Department of Labor and Industries for approval. A \$40.00 fee payable to the Department of Labor and Industries shall be included for each statement submitted. Should force account work be authorized by the City, the Contractor shall, at his/her own expense, provide the City with a new statement of Intent to Pay Prevailing Wages if any changes have occurred since the issuance of the original Intent to Pay Prevailing Wages was filed.

2. For contracts in excess of \$10,000, the Contractor shall post in a location readily visible to workers at the job site:
 - a. A copy of the approved statement of Intent to Pay Prevailing Wages (Labor and Industries [L & I] Form F700-029-000).
 - b. The address and telephone number of the Industrial Statistician of the Department of Labor and Industries.
 3. The statement of Intent to Pay Prevailing Wages shall include the Contractor's registration certificate number or UBI number and prevailing rate of wage for each classification of workers entitled to prevailing wages. Self-employed or owner/operator contractors or subcontractors who perform the actual work will be required to submit a statement regardless of the method of payment.
- B. Affidavit of Wages Paid: Following final acceptance of the Project, the Contractor shall submit, for the Contractor and each and every subcontractor, an Affidavit of Wages Paid (L & I Form F700-007-000) form to the Industrial Statistician of the Department of Labor and Industries for approval. A \$40.00 fee payable to the Department of Labor and Industries shall be included for each statement submitted. Self-employed or owner/operator contractors or subcontractors who perform the actual work will be required to submit an affidavit regardless of the method of payment.

BIDDER'S CHECKLIST

The following forms and information must be turned in at the time of the Bid opening:

1. Proposal (page 6), certify receipt of addenda (if any) in the space provided in the second paragraph.
2. Schedule of Prices (page 7 to page 8)
3. Noncollusion Certificate (page 9), notary required.
4. Certificate as to Corporate Principal (page 10), notary required.
5. Bid Bond Form (page 11), attach Power of Attorney.

PROPOSAL

City of Fife -Project: **27th Street E Water Service Replacement Project**
5411 23rd Street E
Fife, Washington 98424 Date: _____

Total Bid Amount Including Tax (from page 8): \$ _____

The undersigned, as Bidder, declare that we have personally examined the Project site in the City of Fife, and all of the plans, specifications, and Contract Documents herein contained, and that we will contract with the City of Fife on the form of agreement provided herewith to do everything necessary to perform and complete construction called for in the Contract for the construction of the Project listed above, at the price and on the terms and conditions herein contained in the Contract Documents. Total price for the Contract has been written in words followed by numbers in parentheses.

We agree that the following shall form a part of this proposal: Proposed Subcontractors, Non-Collusion Certificate, and Certificate as to Corporate Principal. We acknowledge that addenda numbers ___ to ___ have been delivered to us and have been examined as part of the Contract Documents.

Attached is a proposal guaranty bond duly completed by a guaranty company authorized to carry on business in the state of Washington in the amount of at least five percent (5%) of the total amount of our proposal.

If our proposal is accepted, we agree to sign the Contract and to furnish the performance bond and the required evidence of insurance within ten (10) calendar days after receiving written notice of the award of the Contract. We acknowledge that the City of Fife may forfeit our bid deposit as liquidated damages in the event of our non-compliance with the requirements of this paragraph.

The Bidder agrees to prosecute the work in accordance with this Document and the Contract Documents. Bidder further agrees to complete the Project within the allotted time as specified in the Contract.

The Bidder understands that the Owner reserves the right to reject any and all proposals, as well as increase or decrease the scope of work, in accordance with **Section 1-04.4 of the 2014 WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction.**

_____	_____
Bidder	Telephone
_____	_____
By Authorized Official	
_____	_____
Date	
_____	_____
Contractor's Registration No.	Business Address

All blank lines must be filled in to constitute a completed Bid Form.

SCHEDULE OF PRICES

27th St E Water Service Replacement

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

(Note: Unit prices for all items, all extensions, and total amount of bid must be shown. Show unit prices in both words and figures and where conflict occurs the written or typed words shall prevail.)

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICED BID (Unit Prices to be Written in Words)	UNIT PRICE Dollars Cts.	AMOUNT Dollars Cts.
27th St E Water Service Replacement - SCHEDULE A				
1	1 EQ. ADJ.	Minor Change 1-04 \$ Five thousand dollars and no/100 per Equity Adjustment (words)	LUMP SUM (figures)	\$ 5,000.00 (figures)
2	1 LS	Mobilization 1-09 \$ per Lump Sum (words)	LUMP SUM (figures)	\$ (figures)
3	1 LS	Project Temporary Traffic Control 1-10 \$ per Lump Sum (words)	LUMP SUM (figures)	\$ (figures)
4	120 SY	Asphalt Restoration 5-04 \$ per Square Yard (words)	\$ (figures)	\$ (figures)
5	15 EA	Water Meter Assembly 7-15 \$ per Each (words)	\$ (figures)	\$ (figures)
6	1 EA	Traffic Rated Meter Box 7-15 \$ per Each (words)	\$ (figures)	\$ (figures)
7	14 EA	Non-Traffic Rated Meter Box 7-15 \$ per Each (words)	\$ (figures)	\$ (figures)
8	8 EA	New Service Saddle 7-15 \$ per Each (words)	\$ (figures)	\$ (figures)
9	540 LF	Polyethylene Pipe for Water Service 3/4 In. Diam. 7-15 \$ per Linear Foot (words)	\$ (figures)	\$ (figures)
10	5 EA	Inlet Protection 8-01 \$ per Each (words)	\$ (figures)	\$ (figures)

SCHEDULE OF PRICES

27th St E Water Service Replacement

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

(Note: Unit prices for all items, all extensions, and total amount of bid must be shown. Show unit prices in both words and figures and where conflict occurs the written or typed words shall prevail.)

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICED BID (Unit Prices to be Written in Words)	UNIT PRICE		AMOUNT	
			Dollars	Cts.	Dollars	Cts.
11	1 LS	Property Restoration 8-02 \$ _____ per Lump Sum (words)			LUMP SUM (figures)	\$ _____ (figures)
SCHEDULE A SUBTOTAL= \$						
WSST (9.4%) \$						
SCHEDULE B TOTAL = \$						

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the corporation named as Contractor in Agreement attached hereto; that _____ who signed said Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By: _____

Title: _____

State of: _____

County of: _____

being duly sworn deposes and says that he is _____ of _____.
(Name of Organization)

Subscribed and sworn before me this
_____ day of _____, _____.

(Notary Public)

My commission expires: _____, _____.

BID BOND FORM

Herewith find deposit in the form of a certified check, cashier's check, cash or bid bond, in the amount of \$ _____ (\$ _____), which is not less than five percent (5%) of the total bid.

Sign here _____

.....

BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

That I/we, _____ as Principal, and that I/we, _____ as Surety, are held firmly bound unto the City of Fife, Washington, as Obligee, in the penal sum of \$ _____ (\$ _____), for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for the **27th Street E Water Service Replacement Project** according to the terms of the proposal or bid made by the Principal thereto, and the Principal shall duly make and enter into a Contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

Signed, sealed, and dated this ____ day of _____, _____.

Principal

Surety

Note: Power of Attorney shall be attached.

Attorney in Fact

.....

Received return deposit in the sum of \$ _____ (\$ _____)

Bond No.: _____

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

1. Date of Commencement and Physical Completion Date. The Contractor shall physically complete the Project within **20 working days** from receipt of the Notice to Proceed.

2. Contract Sum. Subject to additions and deductions by change order, the contract sum is the bid amount of \$_____, including applicable tax. The contract sum shall include all items and services necessary for the proper execution and completion of the Project.

3. Liquidated Damages. Timely performance and completion of the Project is essential to Owner and time limits are of the essence. In the event Contractor fails to physically complete the work in 20 working days, plus any authorized extensions thereof, the Contractor shall pay Owner liquidated damages of \$1000.00 for each calendar day of delay in completion of the Project. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire contract.

4. Changes. After execution of the Contract, changes in the Project may be accomplished by change order. Owner, without invalidating the Contract, may order changes in the Project within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the parties.

5. Payment and Performance Bond. Contractor shall make, execute, and deliver a good and sufficient bond equal to the amount of the full contract price with a surety company as surety, conditioned that Contractor shall faithfully perform all the provisions of this contract and pay all laborers, mechanics, and subcontractors and material men and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, in the form included in the bid documents. This bond shall be filed with the Owner. The surety must agree to be bound by the laws of the State of Washington and subject to the jurisdiction of the State of Washington.

6. Permits, Fees, Notices, and Compliance with Laws.

6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits, fees, licenses and inspections by governmental agencies necessary for the proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

6.2 Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities applicable to performance of the Work.

6.3 Contractor shall obtain a City of Fife business license pursuant to the provisions of Chapter 5.01 FMC prior to receipt of written Notice to Proceed.

8. Termination of Contract. This Contract may be terminated by Owner at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to Owner resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear

any extra expenses incurred by Owner in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by Owner by reason of such default.

9. Warranty Contractor warrants that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract. The Contractor further agrees to correct any defects in materials, workmanship, or installation of the Work which shall develop or be discovered within one (1) year after final acceptance of the Work.

10. Indemnification/Hold Harmless. The Contractor shall defend, indemnify and hold Owner, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of Owner. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and Owner, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. Independent Contractor. Contractor is and shall be at all times during the term of this Agreement an independent contractor.

12. Disputes. Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

13. Attorneys Fees. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.

14. Extent of Agreement/Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

OWNER:
CITY OF FIFE

CONTRACTOR:

By: _____
Subir Mukerjee, Interim City Manager

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

PERFORMANCE & PAYMENT BOND WITH GUARANTY

Name of Project: **27th Street E Water Service Replacement Project**

Contractor (Principal) _____

Project/Contract # _____

Surety _____

Bond Amount \$ _____

Bond # _____

1. Date and Parties

This performance and payment bond with guaranty is dated, for reference purposes only, the _____ day of _____, 20__ and is executed by _____, as Principal(s), and _____, as Surety.

2. General Recitals

A. Principal has entered into a public works contract (the "Contract") with the City of Fife for certain work described as follows:

27th Street E Water Service Replacement Project

(the "Work").

B. This bond is furnished in accordance with RCW 39.08 to secure faithful performance of the Contract and payment of all persons covered under RCW 39.08.010.

3. Bond Amount

The Principal and the Surety agree and do jointly and severally bind themselves, their heirs, executors, administrators, and assigns, unto the City in the sum of _____ dollars (\$ _____).

4. Agreement to Perform

A. Principal, his or its heirs, executors, administrators, successors, or assigns, shall abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of the Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified.

B. Principal shall pay all laborers, mechanics, and subcontractors and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work.

C. The Principal further agrees to correct any defects in materials, workmanship, or installation of the Work which shall develop or be discovered within one (1) year after final acceptance of the Work.

5. Indemnity Agreement

A. The Principal hereby agrees to indemnify and hold the City harmless from any and all claims that may be made against the City resulting directly or indirectly from any action or inaction of the Principal or his agents, employees or independent contractors relating directly or indirectly to work performed or to be performed under the terms of this agreement. This indemnity and hold harmless shall include City Costs related to defending against said claims, or in enforcing the terms of this agreement.

B. For purposes of this document, the term “City Costs” shall mean all City expenditures, obligations or debt incurred, including, but not limited to: construction, labor, equipment and material costs; City staff time; legal consultant fees; engineering consultant fees; financial consultant fees; publication, service or process and filing fees; mailing fees; cost of right-of way, real property and easement acquisition; and fees and costs to other governmental jurisdictions, that are made or incurred by the City, whether or not legal action is commenced.

6. Obligation of Surety

A. If the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) fails to abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, or fails to faithfully perform any of the provisions of the Contract or fails to well and truly perform and fulfill any of the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, then the Surety shall be liable to the City for City Costs resulting from said failure to perform, but not to exceed the Bond amount.

B. If the Principal (or any subcontractors or lower tier subcontractors of the Principal) fails to pay any laborers, mechanics, or subcontractors or material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, then the Surety shall be liable to the City for City Costs resulting from such failure to pay and to the persons covered by RCW 39.08.010, but not to exceed the Bond amount.

C. If the Principal fails to correct any defects in materials, workmanship, or installation of the Work which shall develop or be discovered within one (1) year after final acceptance of the Work, then the Surety shall be liable to the City for City Costs resulting from such failure, but not to exceed one tenth of the Bond amount.

D. The Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any change, extension of tie, alterations or additions to the terms of the Contract or the Work or to the specifications.

E. The Surety agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid to the Principal shall automatically increase the obligation of the Surety on this Bond in a like amount. However, such increase shall not exceed twenty-five percent (25%) of the original amount of this Bond without the consent of the Surety.

7. Address for Notices

All notices required hereunder shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested, to:

Principal:

Surety:

Name

Name

Street address

Street address

City, State and zip code

City, state and zip code

Facsimile number

Facsimile number

8. Default

A. If the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) fails to faithfully, fully, and timely perform the Contract or any amendments thereto as required hereunder, or fails to pay any laborers, mechanics, or subcontractors or material suppliers, or any persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, then the City shall notify the Principal and the Surety that such failures must be cured to the satisfaction of the City Public Works Department within seven days from the date of the Notice, or such longer time as may be determined by the City Public Works Director. If the failures are not so cured and approved within the period stated in the notice then the Surety, upon written demand by the City, shall immediately tender to the City the full amount of the Bond (less any amount previously paid to claimants in accordance with RCW 39.08) and the City will complete the Work and/or make the payments, as the case may be, deduct from the amount tendered the City Costs, and refund the remainder, if any, to the Surety.

B. If the Principal fails to correct any defects in materials, workmanship, or installation of the Work, as required hereunder, then the City shall notify the Principal and Surety that the Work must be corrected to the satisfaction of the City Public Works Department within seven days from the date of the Notice, or such longer time as may be determined by the City Public Works Director. If the Work is not corrected and approved within the period stated in the notice, then the Surety, upon written demand by the City, shall immediately tender to the City one tenth of the Bond amount (or the total amount remaining on the Bond whichever is less), and the City will correct the Work, and deduct from the amount tendered the City Costs. The

City shall retain the remainder until the end of the warranty period. If at the end of the warranty period the tendered monies have not been expended for City Costs associated with correction of Work, then the remaining amount shall be refunded to the Surety.

C. If the amount of the Bond is inadequate to pay for City Costs, either because the City Costs exceed the Bond amounts or the Surety is no longer solvent or fails to timely tender the appropriate amount, then the City shall forthwith notify the Principal and he shall tender the deficiency to the City within five days of said notification. If the City commences legal action to collect said deficiency then the prevailing party in said legal action shall be entitled to judgment for their reasonable costs and attorney fees incurred therein. Each Principal is jointly and severally liable for the obligations set forth herein.

9. Action by Claimants.

A. All such persons mentioned in RCW 39.08.010 shall have a right of action in his, her, or their own name or names on the Bond for work done by such laborers or mechanics, and for materials furnished or provisions and goods supplied and furnished in the prosecution of the Work: PROVIDED, That such persons shall not have any right of action on this Bond for any sum whatever, unless within thirty days from and after the completion of the Contract with an acceptance of the Work by the City Council, the laborer, mechanic or subcontractor, or material supplier, or person claiming to have supplied materials, provisions or goods for the prosecution of such Work, shall present to and file with the City a notice in writing in accordance with RCW 39.08.030.

B. Every person, firm or corporation furnishing materials, supplies or provisions to be used in the construction, performance, carrying on, prosecution or doing of any of the Work, shall, not later than ten days after the date of the first delivery of such materials, supplies or provisions to any subcontractor or agent of any person, firm or corporation having a subcontract for the construction, performance, carrying on, prosecution or doing of such Work, deliver or mail to the Principal a notice in writing stating in substance and effect that such person, firm or corporation has commenced to deliver materials, supplies or provisions for use thereon, with the name of the subcontractor or agent ordering or to whom the same is furnished and that the Principal and the Bond will be held for the payment of the same, and no suit or action shall be maintained in any court against the Principal or this Bond to recover for such material, supplies or provisions or any part thereof unless the provisions of this section and RCW 39.08.065 have been complied with.

10. Modification.

This document cannot be modified, nor the obligations created hereunder terminated, without the City's express written consent.

11. Governing Law--Venue.

Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

PRINCIPAL:

SURETY:

By: _____

By: _____

Title _____

Title _____

PRINCIPAL:

Accepted by the City this _____ day of

By: _____

_____, 20__.

Title _____

By: _____

Title _____

[Power of Attorney must be attached to Bond]

SPECIAL PROVISIONS

TABLE OF CONTENTS

DIVISION 1: GENERAL REQUIREMENTS.....	5
DESCRIPTION OF WORK.....	5
1-01 DEFINITIONS AND TERMS.....	5
1-02 BID PROCEDURES AND CONDITIONS.....	7
1-03 AWARD AND EXECUTION OF CONTRACT.....	11
1-04 SCOPE OF WORK.....	12
1-05 CONTROL OF WORK.....	13
1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC.....	15
1-08 PROSECUTION AND PROGRESS.....	22
1-09 MEASUREMENT AND PAYMENT.....	26
1-10 TEMPORARY TRAFFIC CONTROL.....	27
DIVISION 2: EARTHWORK	29
2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP.....	29
2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS.....	29
2-04 HAUL	31
2-11 TRIMMING AND CLEANUP.....	31
DIVISION 3: PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING	33
3-01 PRODUCTION FROM QUARRY AND PIT SITES.....	33
DIVISION 4: BASES.....	34
4-04 BALLAST AND CRUSHED SURFACING	34
DIVISION 5: SURFACE TREATMENTS AND PAVEMENTS.....	35
5-04 HOT MIX ASPHALT.....	35
DIVISION 7:.....	37
DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS	37
7-00 GENERAL MATTERS.....	37
7-07 CLEANING EXISTING DRAINAGE STRUCTURES.....	37
7-15 SERVICE CONNECTIONS	37
DIVISION 8: MISCELLANEOUS CONSTRUCTION	40
8-01 EROSION CONTROL AND WATER POLLUTION CONTROL.....	40
8-02 ROADSIDE RESTORATION	40
8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES	41

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 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 Fife Standard Plans

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

DIVISION 1: GENERAL REQUIREMENTS

DESCRIPTION OF WORK

This Contract provides for the completion of the City of Fife 27th Street E Water Service Replacement Project, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

These Contract Documents describe the work in its entirety. In general the work consists of the replacement of 15 water service lines on 27th Street East from David Ct E west to the end of the street for approximately 700 LF.

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.

1-02 BID PROCEDURES AND CONDITIONS

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 in the Advertisement for Bids for the work.

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.

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

1-02.5 Proposal Forms

(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 are 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.

1-02.13 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 A)

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.

As evidence that the Bidder meets the mandatory bidder responsibility criteria, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all 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 concerning a Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) 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.

1-02.15 Pre Award Information

*(*****)*

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. The breakdown shall at a minimum included cost assigned to labor, equipment, and materials associated with the 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

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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

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

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

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

1-03.4 Contract Bond

(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).

1-04 SCOPE OF WORK

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

(*****)

This section is to be 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.

1-04.6 Variation in Estimated Quantities

(May 25, 2006 APWA GSP)

Supplement this Section with the following:

The quantities for "Asphalt Restoration" and "New Service Saddle" 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.

(May 25, 2006 APWA GSP, Option B)

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.

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.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

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

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

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

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

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

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

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

1-05.15 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.

(*****)

Supplement this Section with the following:

The Contractor shall hand deliver written notification to affected homeowners 48 hours prior to any water shut down and 1 week prior to landscaping removal. Notice shall warn homeowner of duration of water shut down and allow homeowner ample amount of time (one week) to remove landscaping prior to construction on their property.

Contractor shall submit a draft of Notification letter for review and approval prior to delivery to homeowner.

Add the following new section:

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

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

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.

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, applies 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, applies 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).

1-07.6 Permits and Licenses

(*****)

Supplement this Section with the following:

Contractor shall be responsible for obtaining all permits and licenses required to complete the Work.

The prime and all Sub Contractors shall obtain a City of Fife Business license prior to starting construction.

1-07.7 Load Limits

Supplement this Section with the following:

(March 13, 1995)

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

1-07.16 Protection and Restoration of Property

1-07.16 (1) Private/Public Property

(*****)

Supplement this Section with the following:

Cement concrete pavement, gravel surfacing, and landscaping areas disturbed by the work shall be restored to match original condition per the Restoration Table in the Plans. Cement concrete driveway entrance restoration shall comply with the provisions of Section 8-06 (Cement Concrete Driveway Entrance) of the Special Provisions for materials. The finished surface shall match existing conditions as closely as possible.

All other surfaces, landscaping borders, landscaping walls, irrigation systems, etc., disturbed by the project shall be promptly replaced or relocated to original or better than existing conditions.

See Section 8-02 for additional information on Property Restoration.

1-07.16(2) Vegetation Protection and Restoration

(*****)

Supplement this Section with the following:

There are instances where existing trees, shrubs, plants, or other landscaping will be in conflict with the proposed improvements. In these instances, Contractor shall remove the conflicting vegetation and restore per Section 8-02 and the contract plans.

The Contractor shall hand dig when excavation is required adjacent to any tree or shrub that is not to be removed. Roots over 2 inches in diameter shall be tunneled under and worked around. Damaged roots over 1-inch in diameter shall be cut cleanly, and allowed to dry prior to backfill.

1-07.17 Utilities and Similar Facilities

Supplement this Section with the following:

The following contact information is supplied for the Contractor's convenience:

Buried Cable Locating Assistance:	811
City of Fife Public Works Department:	(253) 922-9315

The Contractor shall give forty-eight (48) hours notice to all utility companies/agencies involved where work is to take place and in all other respects comply with the provisions of Chapter 19.122 RCW. Notice shall include, but not be limited to, the utility companies/agencies serving the area.

If any damage is done to an existing utility, the Contractor shall notify an authority of the particular utility company involved. That utility 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 Fife Construction Inspector when any damage occurs to any existing utility.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 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 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 Insured's 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
- KPG

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

(*****)

The second paragraph of this section is to be revised as follows:

To disrupt public traffic as little as possible, the Contractor shall permit traffic to access driveways, unless:

1. The property owners and tenants have been provided written notification two working days prior to driveway closure, and
2. Construction activities are occurring directly in front of the driveway access.

Driveway closures will be allowed for a maximum of 4-hours and only during working hours, unless written approval has been granted by the City.

No detours will be allowed.

The Contractor shall maintain existing roads, streets, sidewalks, and paths within the project limits, keeping them open, and in good, clean, safe condition at all times. Deficiencies caused by the Contractor's operations shall be repaired at the Contractor's expense. Deficiencies not caused by the Contractor's operations shall be repaired by the Contractor when directed by the Engineer, at the Contracting Agency's expense. The Contractor shall also maintain roads, streets, sidewalks, and paths adjacent to the project limits when affected by the Contractor's operations. Snow and ice control will be performed by the Contracting Agency on all projects. Cleanup of snow and ice control debris will be at the Contracting Agency's expense. The Contractor shall perform the following:

1. Remove or repair any condition resulting from the work that might impede traffic or create a hazard.
2. Maintain existing permanent signing. Repair of signs will be at the Contracting Agency's expense, except those damaged due to the Contractor's operations.
3. Keep drainage structures clean to allow for free flow of water. Cleaning of existing drainage structures will be at the Contracting Agency's expense when approved by the Engineer, except when flow is impaired due to the Contractor's operations.

1-08 PROSECUTION AND PROGRESS

Add the following new sections:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

1-08.0(1) Preconstruction Conference

(*****)

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; the breakdown shall show the amount assigned to each part of the work associated the lump sum item.
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

1-08.0(2) Hours of Work

(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.

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

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

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.

1-08.4 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.

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

1-08.5 Time for Completion

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

This project shall be physically completed in its entirety within 20 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. Material Acceptance Certification Documents
 - c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. Property owner releases per Section 1-07.24

1-09 MEASUREMENT AND 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.

1-09.2(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.

1-09.9 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.

1-10 TEMPORARY TRAFFIC CONTROL

(*****)

1-10.1 Description

Supplement this Section with the following:

Contractor may close up to one lane of 27th Street E during working hours with submittal of an approved Traffic Control Plan. Contractor must maintain at least one lane of traffic at all times on 27th Street E.

1-10.2 Traffic Control Management

1-10.2(2) Traffic Control Plans

Supplement this section with the following:

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

Developing and implementation of an approved Traffic Control Plan shall be considered incidental to the lump sum price in the Proposal for “Project Temporary Traffic Control” and no additional compensation will be made.

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

(*****)

Supplement this Section with the following:

“Project Temporary Traffic Control”, lump sum.

This Bid item shall constitute full compensation for all labor, tools, equipment, and materials necessary or incidental to providing traffic and pedestrian control as required throughout the project duration in compliance with the MUTCD.

Preparation and implementation of the Traffic Control Plan shall be included in the “Project Temporary Traffic Control” lump sum price.

END OF DIVISION 1

DIVISION 2: EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

Supplement this Section with the following:

Maximum Clearing and grubbing limits outside the paved roadway for this project is 3-feet either side of the proposed water service line.

No private improvements shall be disturbed beyond 3' from the centerline of the service line trench. Plants disturbed outside this area shall be replaced in kind by the Contractor as approved by the property owner.

Work under this section shall include trimming of trees and shrubs as specified on the Plans or to the extent necessary to complete Work.

The Contractor shall provide protection to all items which are to remain.

The Contractor shall exercise extreme caution when clearing and excavating around trees and shrubbery. All activities around the vicinity of trees and shrubs shall be done by hand. Any roots over 1 inch in diameter exposed by construction shall be cut flush as necessary to install meter.

2-01.4 Measurement

(*****)

Delete this Section:

2-01.5 Payment

Delete this section and replace with the following:

All cost associated with completing work in Section 2-01 shall be included in the lump sum bid item for "Property Restoration".

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

Supplement this Section with the following:

Work shall consist of all work defined under Section 2-01 Clearing, Grubbing, and Roadside Cleanup. Work shall also include removing and/or temporarily relocating all materials noted in this section of the Special Provisions, Work shown on the "Property Restoration Table" included in the Plans, and materials designated for removal on the Plans necessary for the construction of this project for which a specific, separate Bid item has not been provided in the Proposal. The following specific items shall be included for removal as well as other minor items noted on the Plans:

1. Removing keystone wall; salvaging keystone materials; and reconstructing keystone wall to preconstruction condition (5002 27th St E).
2. Removing irrigation sprinkler; salvaging sprinkler and replacing to preconstruction condition (5002 27th St E).

3. Removing rockery; salvaging rockery materials; and reconstructing rockery to preconstruction condition (5105 & 5109 27th St E).
4. Sawcutting and removing, and replace to match existing cement concrete border to preconstruction condition or tunneling below border so as not to disturb (5013 27th St E).
5. Saw cutting and removing cement concrete driveway as required to install meter (5006 27th St E).
6. Elements outlined in the Property Restoration Table in the Plan for which there is not a separate Bid item in the Proposal.

Locations shown above are intended to provide a general location where the item of work can be found and not intended to show the limits of work. 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.

2-02.3 Construction Requirements

Supplement this Section with the following:

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

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

Supplement this Section with the following:

Existing pavement shall be saw-cut before commencing removal as required for the construction and approved by the Engineer. Pavement thickness and extent may vary throughout the project. Removal shall be accomplished by making a neat longitudinal vertical cut along the boundaries of the area to be removed. All cuts shall be continuous, and shall be made with saws specifically equipped for this purpose. No skip cutting will be allowed. All saw cutting required shall be considered incidental to the project and no compensation will be allowed.

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

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(4) Salvage

The Contractor shall salvage and return existing meters, meter boxes, meter setters, and all brass fittings and existing equipment to the City as directed by the City. Salvage items shall be stockpiled and/or delivered to the Public Works yard unless indicated elsewhere in the Special Provisions.

2-02.4 Measurement

Supplement this Section with the following:

Removal of Structures and Obstructions necessary to complete improvements shall not be measured for separate payment but shall be included in other pertinent bid items in the proposal.

2-02.5 Payment

Delete this section and replace with the following:

All cost associated with completing work in Section 2-02 shall be included in the lump sum bid item for "Property Restoration".

2-04 HAUL

Add the following new section:

2-04.2 Hauling on Routes Other Than State Highways

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

2-04.5 Payment

Supplement this Section with the following:

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

2-11 TRIMMING AND CLEANUP

2-11.1 Description

Supplement this Section with the following:

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

Paved street surfaces, 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 sub-sections:

2-11.3(1) Routine Cleaning

General

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

Site

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

2-11.3(1) 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:

2-11.5 Payment

Delete this section and replace with the following:

All cost associated with completing work in Section 2-11 shall be included in the lump sum bid item for "Property Restoration", Lump Sum.

END OF DIVISION 2

DIVISION 3: PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING

3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor Furnished Material Sources

Supplement this section 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

Supplement this section with the following:

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

END OF DIVISION 3

DIVISION 4: BASES

4-04 BALLAST AND CRUSHED SURFACING

4-04.1 Description

Supplement this section with the following:

Crushed surfacing shall be used for Pavement Restoration, surface restoration, and trench backfill as shown on the Plans or as designated by the Engineer.

4-04.4 Measurement

Supplement this section with the following:

Crushed surfacing top course necessary to complete improvements shall not be measured for separate payment but shall be included in other pertinent bid items in the proposal.

END OF DIVISION 4

DIVISION 5: SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

5-04.1 Description

Supplement this Section with the following:

This work shall consist of providing and placing one layer of Commercial hot-mix asphalt (HMA) on a prepared foundation or base in all patching locations 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

Supplement this Section with the following:

All asphalt shall be Commercial HMA.

5-04.3 Construction Requirements

Supplement this Section with the following:

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-sawcut to provide a smooth, even edge prior to placement of the new asphalt.

5-04.3(10) Compaction

5-04.3(10) B Control

Supplement this Section with the following:

Asphalt shall be compacted to 90 percent of maximum density as determined by WSDOT Test Method 705. Compaction tests will be performed by a testing laboratory contracted by the Owner.

All acceptance test results will be made available to the Contractor upon request as soon as completed.

Compaction test taken on the day of paving will be based on a theoretical RICE value supplied by the Contractor prior to paving. A sample of the asphalt will be taken on the day of paving to determine the actual value. Final compaction test results will be based on the actual RICE value result from the sample taken on the day of paving. The basis of acceptance will be the revised compaction values.

5-04.3(16) Weather Limitations

Delete the first sentence of this section and replace with the following:

HMA for this project will not require written approval for placement of HMA after October 1st. The Contractor should anticipate paving asphalt patches during winter months as such the Contractor shall maintain the subgrade as required to provide a smooth surface until the surface temperature allows placement of the HMA.

5-04.4 Measurement

Supplement this Section with the following:

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.

“Asphalt Restoration” shall be measured per square yard across finish surface.

5-04.5 Payment

Supplement this Section with the following:

“Asphalt Restoration,” per square yard.

The unit bid prices for asphalt restoration per square yard shall be full pay for all equipment, labor, and materials required to complete asphalt restoration including but not limited to removal and disposal of existing asphalt, sawcutting, subgrade preparation, 4” crushed surfacing top course, Commercial HMA, asphalt wedge curb restoration, compaction, haul, and edge seals as required for complete asphalt restoration. The provisions of Section 1-04.6 shall not apply to “Asphalt Restoration”.

5-04.5(1) Quality Assurance Price Adjustments

This section is deleted.

END OF DIVISION 5

DIVISION 7: DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

(*****)

Add the following new Section:

7-00 GENERAL MATTERS

7-00.1 General

For the convenience of the Contractor the Plans indicate approximate locations of various existing utilities and other obstructions. This information, if shown, has been obtained from best available records without excavating and cannot be guaranteed accurate. The Contractor shall diligently check for interferences with existing utilities ahead of his or her work including exploration in advance of excavation.

The Contractor is further alerted to the provisions of RCW 19.122 and his or her responsibilities by performing excavation required by the Contract Documents and Standard Specifications.

7-07 CLEANING EXISTING DRAINAGE STRUCTURES

7-07.5 Payment

This section is supplemented with the following:

Cleaning of existing structures within the work zone shall be included in the unit Contract prices for the various Bid items in this contract.

7-15 SERVICE CONNECTIONS

7-15.1 Description

This section is supplemented with the following:

This work includes construction of water services according to City of Fife Standard Detail W1. Work includes abandonment of existing water saddles, providing new saddles, corporation stops, service lines, curb stops, meter setters, meter boxes, and appurtenances for all water services as indicated on the Plans. Installation of new services can be completed either by open excavation or tunneling.

The Contractor will provide new water meters and assemblies for all services per City of Fife Standard Detail W1.

The Contractor shall remove the existing radio transmitter and re-use existing radio transmitter with installation of new water meter and service. The Contractor shall re-use existing corp stop and service saddle when determined by the City in the field.

No splices of any kind shall be allowed between the water main and the meter setter.

7-15.2 Materials

This section is supplemented with the following:

Water service materials shall conform to City of Fife Standard Detail W1.

In areas subject to vehicle traffic, a Fogtite B-10T traffic rated meter box with cast iron lid shall be installed. In areas not subject to vehicle traffic, a Christy Meter Box N30 Water Meter Box with FL-30P Fibrelyte lid shall be installed.

All pipe bedding shall be CSTC.

Trench backfill within 2-feet of the concrete or paved surface shall be CSTC. Trench backfill more than 2-feet from the paved surface may be selective native trench backfill.

7-15.3 Construction Requirements

This section is supplemented with the following:

The Contractor shall have the option to open trench excavate water service connections or bore, mole or tunnel as necessary to install water services.

Native materials contain asphalt and concrete pieces. Asphalt and concrete greater than 3-inches shall be removed and disposed of at a contractor provided disposal site. Asphalt and concrete smaller than 3-inches may be used in the trench backfill if the pieces are distributed throughout the trench backfill.

7-15.4 Measurement

This section is supplemented with the following:

“Water Meter Assembly” shall be measured per each.

“Traffic Rated Meter Box” shall be measured per each.

“Non-Traffic Rated Meter Box” shall be measured per each.

“New Service Saddle” shall be measured per each. For each location where the existing service saddle is determined by the City to be unusable and new service saddle is required.

“Polyethylene Pipe for Water Service ¾ In. Diam.” shall be measured per linear foot as measured across the ground surface from the existing waterman through the new meter to the connection to the existing private service line on the back side of the meter.

No separate measurement or payment will be made for excavation, native or CSTC trench backfill, compaction or disposal of surplus materials. The cost of this work shall be included in other bid items provided in the Proposal.

7-15.5 Payment

This section is supplemented with the following:

“Water Meter Assembly”, per each.

The unit bid price for “Water Meter Assembly” per each shall be full pay for all equipment, labor, and materials required to supply and install a complete new water meter assembly including, but not limited to, coppersetter, couplings, water meter, curb stop, corp stop fittings, connection to the service saddle, and connecting to the existing service line on the back side of the meter.

“Traffic Rated Meter Box”, per each.

“Non-Traffic Rated Meter Box”, per each.

The unit bid price for “Traffic Rated Meter Box” and “Non-Traffic Rated Meter Box” per each shall be full pay for all equipment, labor, and materials required to complete installation of each meter box including but not limited to meter box, adjusting meter boxes to grade, and concrete blocks.

“New Service Saddle”, per each.

The unit bid price for “New Service Saddle” per each shall be full pay for all equipment, labor, and materials required to complete connection of each service to main including, but not limited to, excavation of water main connection, removing existing saddle and corporation stop, tapping main, installing new saddle and corporation stop when indicated by City. The provisions of Section 1-04.6 shall not apply to “New Service Saddle”.

“Polyethylene Pipe for Water Service $\frac{3}{4}$ In. Diam.”, per linear foot.

The unit bid price for “Polyethylene Pipe for Water Service $\frac{3}{4}$ In. Diam.” per linear foot shall be full pay for all equipment, labor, and materials required to complete installation of water service line including, but not limited to, excavation of water main connection and existing service line, service line trenching, or where pipe is tunneled pothole of existing utilities, service line, import bedding, import trench backfill, disposal of native excavated materials including asphalt and concrete, metallic (detectable marking) tape, compaction, testing, flushing, disinfecting.

END OF DIVISION 7

DIVISION 8: MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

This Section is supplemented with the following:

The Contractor shall install and maintain all temporary and permanent erosion control measures and Best Management Practices (BMPs) in accordance with the Contract Documents, Standard Specifications, and as directed by the Engineer prior to clearing, grubbing, or grading or as necessary as clearing and grading progress.

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located within and 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.

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 Fife.

8-02 ROADSIDE RESTORATION

8-02.1 Description

Supplement this Section with the following:

This work shall include restoring all areas outside of the paved roadway areas disturbed during construction activities. Including removing existing landscape vegetation, placing and grading topsoil, placing and grading bark mulch, removing and replacing landscape gravel, removing and replacing existing sod or supplying new sod and all other required restoration described on the Property Restoration Table and General Restoration Table contained on the Contract Plans.

8-02.2 Materials

Supplement this Section with the following:

Sod

Existing grass lawns may be cut removed and reinstalled. Existing sod that is damaged will be replaced with new sod shall be supplied from a commercial local grower and be placed within 24 hours of arrival on site.

8-02.3 Construction Requirements

Supplement this Section with the following:

There are instances where existing trees, shrubs, plants, or other landscaping will be in conflict with the proposed improvements. In these instances, Contractor shall remove the conflicting vegetation, and restore per Restoration Table in Plans.

The Contractor is responsible for applying water to all sod until final acceptance. 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 may excavate existing topsoil that is free from rocks, debris, and weeds, stock pile and reuse on site or supply new Topsoil Type A from a local commercial supplier. Final grading of topsoil shall include raking, floating, dragging, and rolling to remove all surface irregularities and to provide a firm, smooth surface with positive drainage. Imported topsoil shall not be placed more than 3 days prior to permanent sod installation where required.

8-02.4 Measurement

Delete this section and replace it with the following:

No specific unit of measurement shall be applied to the lump sum item "Property Restoration".

8-02.5 Payment

Supplement this Section with the following:

"Property Restoration", lump sum.

The lump sum price for "Property Restoration" shall be full compensation for all labor, tools, and materials required to remove and restore all improvements outside of the paved roadway surface as shown on the plans and described within these Special Provisions.

8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES

8-06.1 Description

Supplement this Section with the following:

This work shall consist of providing and placing cement concrete on a prepared foundation or base in the driveway patching location at 5006 27th Street E in accordance with these Specifications and the Restoration Table in the Plans.

The cement concrete driveway approach shall be constructed with a 3000 psi air entrained 3-day mix conforming to the requirements of Section 6-02 or Portland Cement Concrete Pavement conforming to the requirements of Section 5-05.

8-06.4 Measurement

(*****)

Delete this Section:

8-06.5 Payment

Delete this section and replace with the following:

All cost associated with completing work in Section 8-06 shall be included in the lump sum bid item for "Property Restoration.

END OF DIVISION 8

APPENDIX A

PIERCE COUNTY PREVAILING WAGE RATES

Small Public Works Contract
Prevailing Wage Rate Requirements

The State of Washington prevailing wage rates for Pierce County apply to work performed under this contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Prevailing Wage rate for public works contracts are published on the first business day of February and the first business day of August each year. These rates become effective thirty days after the date of publication. The prevailing wage rate in effect on the bid opening date are the prevailing wage rates that apply to that project, no matter how long it lasts, unless the contract is awarded more than six months after the bids were due. For those contracts where award was delayed more than six months, the prevailing wage rate in effect on the date of the award shall apply for the duration of the contract.

Intents and Affidavits

Public works contracts require that each and every Contractor, Sub-Contractor and Lower Tier Contractors (“Contractors”) on the project file the Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit Public Works contract form. Contractors are responsible for filing all forms with L&I and shall be responsible for paying all filing fees. The forms are filed with L&I and, once they are approved, are submitted by the Contractors to the City of Fife. There is no minimum dollar contract amount. That is, Intent and Affidavit forms are required for every public works contract regardless of the size of the contract.

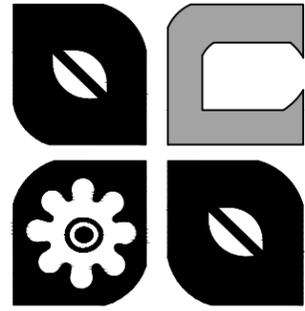
The Intent form is filed immediately after the contract is awarded and before work begins, if that is possible. The City of Fife **shall not** make any payments until Contractors have submitted an Intent form that has been approved by the Industrial Statistician.

The Affidavit form is not filed until after all the work is completed. The City of Fife **shall not** release final payment until all Contractors have submitted an Affidavit form that has been certified by the industrial statistician.

For additional information, contact:

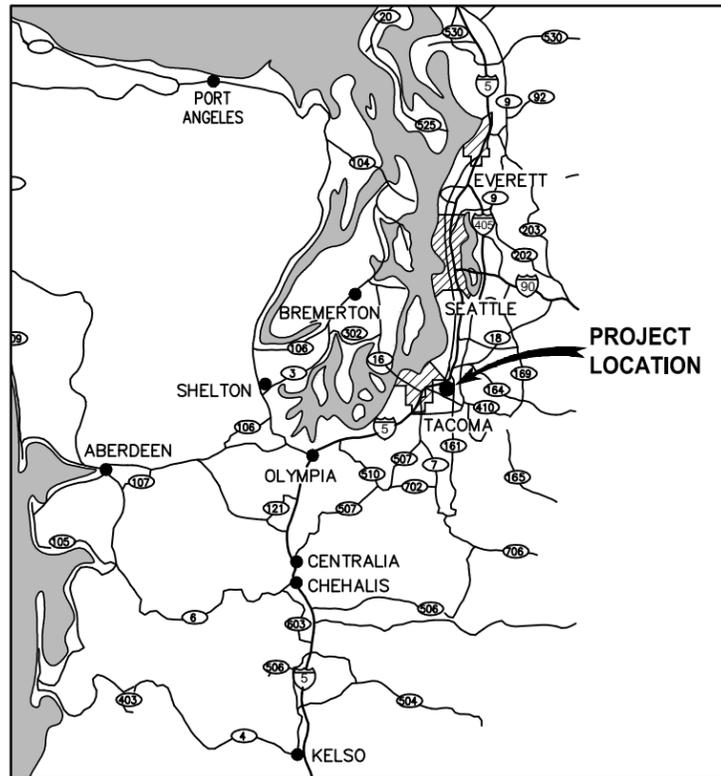
State of Washington
Department of Labor and Industries
Prevailing Wage Section – Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540
<http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>

APPENDIX B
CONTRACT PLANS

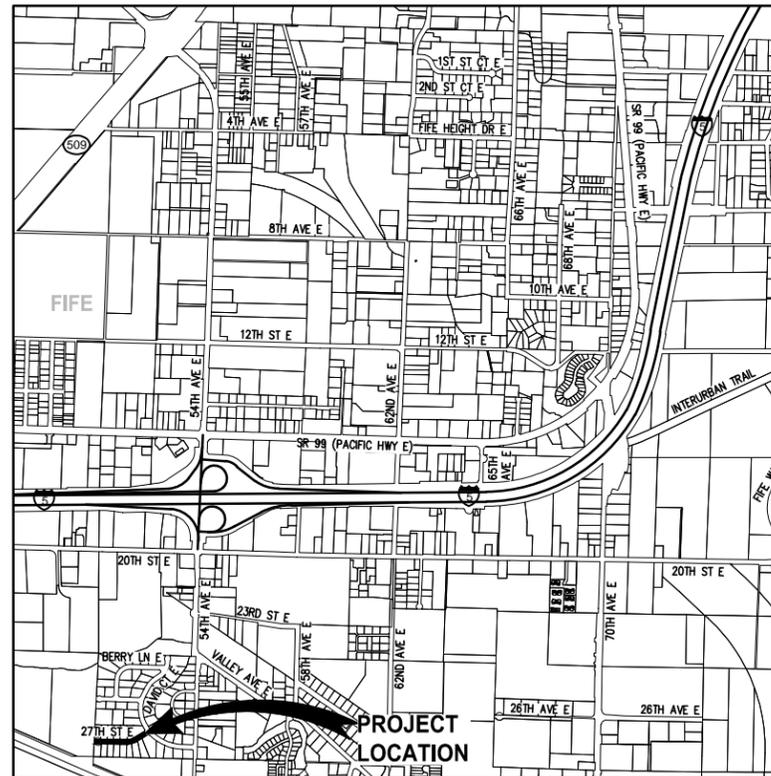


CITY OF FIFE 27TH ST E WATER SERVICE REPLACEMENT

OCTOBER 2014



PLAN - LOCATION MAP
NTS



PLAN - VICINITY MAP
NTS



DRAWING INDEX		
	SHEET	DRAWING TITLE
GENERAL SHEET	1	COVER
UTILITY PLAN	2	STA 10+00 TO STA 14+50
	3	STA 14+50 TO STA 17+50
TYPICAL DETAILS AND CITY OF FIFE STANDARD DETAILS	4	TYPICAL DETAILS

CALL 3 WORKING DAYS
BEFORE YOU DIG
1-800-424-5555

K:\PROJECTS\FIFE\14040_27th St Water Service\DESIGN\Drawings\Contract\14040COVER.dwg 10/23/2014 3:54 PM

NO.	DATE	BY	APPR.	REVISIONS

Approved By		14040COVER.dwg
ENGINEERING MANAGER	DATE	FILENAME
PROJECT MANAGER	DATE	MKW 10/2014
PROJECT ENGINEER	DATE	DESIGNED BY
		MKW 10/2014
		PROJECT MANAGER
		TEW 10/2014
		CHECKED BY
		DATE



KPG
753 9th Ave N
Seattle, WA 98109
(206) 286-1640
www.kpg.com

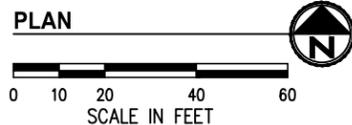
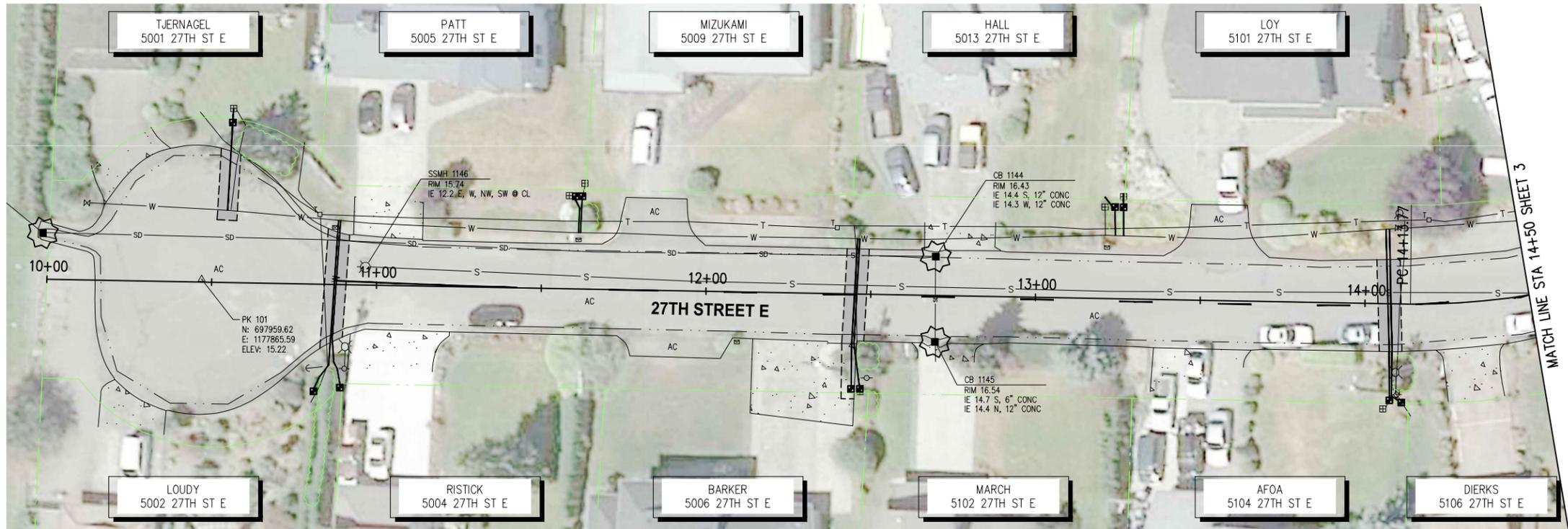
2502 Jefferson Ave
Tacoma, WA 98402
(253) 627-0720

**BID
DOCUMENT**



CITY OF FIFE
27TH ST E WATER SERVICE REPLACEMENT

COVER



PROPERTY RESTORATION TABLE		
ADDRESS	RESTORATION	NOTE
5001 27TH ST E	SAWCUT AND REMOVE PAVEMENT	RESTORE PER RESTORATION TABLE, SHEET 4.
	CONNECT TO MAIN AT 90° ANGLE TO EXISTING METER BOX. INSTALL NEW SERVICE SADDLE	CONNECT TO MAIN WEST OF EXISTING MAIN CONNECTION TO AVOID HEDGE REMOVAL.
	RESTORE GRASS	PER RESTORATION TABLE, SHEET 4
	INSTALL METER BOX	PER NOTE 10, C.O.F. STANDARD DETAIL W1
5002 27TH ST E	SAWCUT AND REMOVE PAVEMENT	RESTORE PER RESTORATION TABLE, SHEET 4
	RESTORE GRASS	PER RESTORATION TABLE, SHEET 4
	REMOVE AND REPLACE KEYSTONE WALL AS NECESSARY TO INSTALL METER	
	REMOVE AND REINSTALL IRRIGATION EQUIPMENT AS NECESSARY TO INSTALL METER.	
5004 27TH ST E	INSTALL METER BOX	PER NOTE 10, C.O.F. STANDARD DETAIL W1
	RESTORE GRASS	PER RESTORATION TABLE, SHEET 4
	RESTORE LANDSCAPE AREAS	PER RESTORATION TABLE, SHEET 4
	SAWCUT AND REMOVE PAVEMENT	RESTORE PER RESTORATION TABLE, SHEET 4
	AVOID POWER POLE, MAIL BOX	
	CUT BACK SHRUBS AS NECESSARY TO INSTALL METER	
5005 27TH ST E	INSTALL METER BOX	PER NOTE 10, C.O.F. STANDARD DETAIL W1
	RESTORE GRASS	PER RESTORATION TABLE, SHEET 4
	RESTORE LANDSCAPE AREAS	PER RESTORATION TABLE, SHEET 4
	AVOID SHRUB REMOVAL	
5006 27TH ST E	INSTALL METER BOX	PER NOTE 10, C.O.F. STANDARD DETAIL W1
	RESTORE LANDSCAPE AREAS	PER RESTORATION TABLE, SHEET 4
	REMOVE CONCRETE BORDER	AS NECESSARY TO LOCATE MAIN CONNECTION
	SAWCUT AND REMOVE PAVEMENT	RESTORE PER RESTORATION TABLE, SHEET 4
5106 27TH ST E	SAWCUT AND REMOVE CONCRETE DRIVEWAY	RESTORE PER RESTORATION TABLE, SHEET 4
	INSTALL METER BOX	PER NOTE 9, C.O.F. STANDARD DETAIL W1

PROPERTY RESTORATION TABLE		
ADDRESS	RESTORATION	NOTE
5009 27TH ST E	RESTORE LANDSCAPE AREAS	PER RESTORATION TABLE, SHEET 4
	AVOID MAILBOX, SHRUB REMOVAL	
	RESTORE GRASS	PER RESTORATION TABLE, SHEET 4
5013 27TH ST E	INSTALL METER BOX	PER NOTE 10, C.O.F. STANDARD DETAIL W1
	RESTORE LANDSCAPE AREAS	PER RESTORATION TABLE, SHEET 4
	CONNECT TO MAIN AT 90° ANGLE TO EXISTING METER BOX. INSTALL NEW SERVICE SADDLE	CONNECT TO MAIN EAST OF EXISTING MAIN CONNECTION
5101 27TH ST E	AVOID IMPACT TO CONCRETE BORDER	
	INSTALL METER BOX	PER NOTE 10, C.O.F. STANDARD DETAIL W1
	RESTORE LANDSCAPE AREAS	PER RESTORATION TABLE, SHEET 4
5102 27TH ST E	INSTALL METER BOX	PER NOTE 10, C.O.F. STANDARD DETAIL W1
	RESTORE LANDSCAPE AREAS	PER RESTORATION TABLE, SHEET 4
	REMOVE AND REPLACE LANDSCAPE ROCK	
	REMOVE CONCRETE BORDER	AS NECESSARY TO LOCATE MAIN CONNECTION
	SAWCUT AND REMOVE PAVEMENT	RESTORE PER RESTORATION TABLE, SHEET 4
	SAWCUT AND REMOVE CONCRETE DRIVEWAY	RESTORE PER RESTORATION TABLE, SHEET 4
5104 27TH ST E	CUT BACK HEDGE AS NECESSARY TO INSTALL METER	
	INSTALL METER BOX	PER NOTE 10, C.O.F. STANDARD DETAIL W1
	RESTORE LANDSCAPE AREAS	RESTORE PER RESTORATION TABLE, SHEET 4
	SAWCUT AND REMOVE PAVEMENT	RESTORE PER RESTORATION TABLE, SHEET 4
5106 27TH ST E	AVOID POWER POLE	
	INSTALL METER BOX	PER NOTE 10, C.O.F. STANDARD DETAIL W1
	RESTORE LANDSCAPE AREAS	RESTORE PER RESTORATION TABLE, SHEET 4
	SAWCUT AND REMOVE PAVEMENT	RESTORE PER RESTORATION TABLE, SHEET 4
	AVOID POWER POLE	
	HAND DIG AROUND TREE	FLUSH CUT ROOTS OVER 2" Ø AS NECESSARY TO INSTALL METER
5106 27TH ST E	RESTORE GRASS	PER RESTORATION TABLE, SHEET 4
	INSTALL METER BOX	PER NOTE 10, C.O.F. STANDARD DETAIL W1

GENERAL NOTES

- EACH WATER SERVICE CONNECTION SHALL BE INSTALLED PER C.O.F. STANDARD DETAIL W1, SHEET 4
- REMOVE AND REINSTALL OR REPLACE IN-KIND LANDSCAPING, APPURTENANCES, AND ALL OTHER IMPROVEMENTS AS NECESSARY TO INSTALL EACH WATER SERVICE CONNECTION
- REMOVE AND REINSTALL EXISTING RADIO TRANSMITTER AT EACH WATER SERVICE CONNECTION
- CONTRACTOR TO PROVIDE NEW WATER METER ASSEMBLY FOR EACH WATER SERVICE CONNECTION
- REUSE OF EXISTING CORP AND SADDLE PERMITTED WITH INSPECTOR'S APPROVAL.
- AT LOCATIONS WHERE EXISTING CORP STOP AND SADDLE ARE TO BE ABAANDONED, DISCONNECT EXISTING SERVICE LINE AND CAP EXISTING CORP STOP WITH BRASS CAP OR AS DIRECTED BY INSPECTOR.
- RECONNECT NEW METER SETTER TO EXISTING CUSTOMER LINE. PRESERVE AND REINSTALL CUSTOMER SIDE APPURTENANCES OR REPLACE WITH EQUIVALENT.
- NO PRIVATE IMPROVEMENTS SHALL BE DISTURBED BEYOND 3' FROM THE CENTERLINE OF SERVICE LINE TRENCH. LANDSCAPING DISTURBED OUTSIDE THIS AREA SHALL BE REPLACED BY CONTRACTOR AS APPROVED BY PROPERTY OWNER.

LEGEND

- WATER METER
- WATER SERVICE LINE
- INLET PROTECTION
- FULL DEPTH SAWCUT
- ASPHALT TRENCH RESTORATION PER DETAIL 1, SHEET 4

K:\PROJECTS\FE\14040 27th St Water Service\DESIGN\Drawings\Contract\14040\TIL01.dwg 10/23/2014 3:54 PM

NO.	DATE	BY	APPR.	REVISIONS

Approved By		14040TIL01.dwg
ENGINEERING MANAGER	DATE	FILENAME
PROJECT MANAGER	DATE	MKW 10/20/14
PROJECT ENGINEER	DATE	MKW 10/20/14
	DATE	TEW 10/20/14
	DATE	CHECKED BY



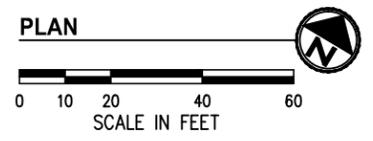
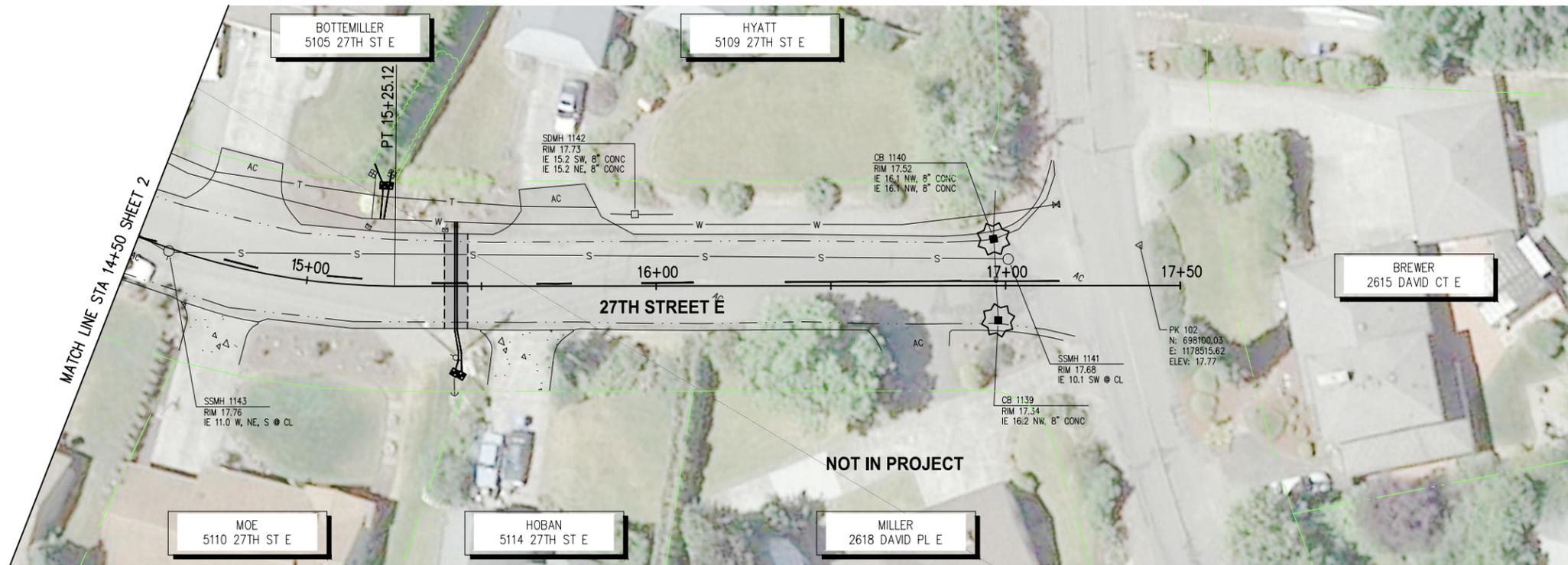
KPG
753 9th Ave N
Seattle, WA 98109
(206) 286-1640
www.kpg.com

BID DOCUMENT



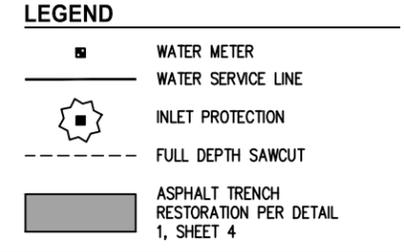
CITY OF FIFE
27TH ST E WATER SERVICE REPLACEMENT

UTILITY PLAN	
STA 10+00 TO STA 14+50	
KPG PROJECT No. 14040	SHT <u>2</u> OF <u>4</u>



PROPERTY RESTORATION TABLE		
ADDRESS	RESTORATION	NOTE
5105 27TH ST E	CONNECT TO MAIN AT 90° ANGLE TO EXISTING METER BOX. INSTALL NEW SERVICE SADDLE	CONNECT TO MAIN EAST OF EXISTING MAIN CONNECTION
	RESTORE LANDSCAPE AREAS	PER RESTORATION TABLE, SHEET 4
	REMOVE, SALVAGE, AND REPLACE EXISTING ROCKERY	
	CUT BACK HEDGE AS NECESSARY TO INSTALL METER	
5109 27TH ST E	INSTALL METER BOX	PER NOTE 10, C.O.F. STANDARD DETAIL W1
	RESTORE LANDSCAPE AREAS	PER RESTORATION TABLE, SHEET 4
	REMOVE, SALVAGE, AND REPLACE EXISTING ROCKERY	
	CUT BACK HEDGE AS NECESSARY TO INSTALL METER	
5110 27TH ST E	AVOID IRRIGATION SYSTEM	
	INSTALL METER BOX	PER NOTE 10, C.O.F. STANDARD DETAIL W1
	RESTORE LANDSCAPE AREAS	PER RESTORATION TABLE, SHEET 4
	SAWCUT AND REMOVE PAVEMENT	RESTORE PER RESTORATION TABLE, SHEET 4
5114 27TH ST E	AVOID MAIL BOX AND POWER POLE	
	INSTALL METER BOX	PER NOTE 10, C.O.F. STANDARD DETAIL W1
	RESTORE LANDSCAPE AREAS	PER RESTORATION TABLE, SHEET 4
	SAWCUT AND REMOVE PAVEMENT	RESTORE PER RESTORATION TABLE, SHEET 4
5114 27TH ST E	AVOID MAIL BOX AND POWER POLE	
	INSTALL METER BOX	PER NOTE 10, C.O.F. STANDARD DETAIL W1

- GENERAL NOTES**
- EACH WATER SERVICE CONNECTION SHALL BE INSTALLED PER C.O.F. STANDARD DETAIL W1, SHEET 4
 - REMOVE AND REINSTALL OR REPLACE IN-KIND LANDSCAPING, APPURTENANCES, AND ALL OTHER IMPROVEMENTS AS NECESSARY TO INSTALL EACH WATER SERVICE CONNECTION
 - REMOVE AND REINSTALL EXISTING RADIO TRANSMITTER AT EACH WATER SERVICE CONNECTION
 - CONTRACTOR TO PROVIDE NEW WATER METER ASSEMBLY FOR EACH WATER SERVICE CONNECTION
 - REUSE OF EXISTING CORP AND SADDLE PERMITTED WITH INSPECTOR'S APPROVAL.
 - AT LOCATIONS WHERE EXISTING CORP STOP AND SADDLE ARE TO BE ABAANDONED, DISCONNECT EXISTING SERVICE LINE AND CAP EXISTING CORP STOP WITH BRASS CAP OR AS DIRECTED BY INSPECTOR.
 - RECONNECT NEW METER SETTER TO EXISTING CUSTOMER LINE. PRESERVE AND REINSTALL CUSTOMER SIDE APPURTENANCES OR REPLACE WITH EQUIVALENT.
 - NO PRIVATE IMPROVEMENTS SHALL BE DISTURBED BEYOND 3' FROM THE CENTERLINE OF SERVICE LINE TRENCH. LANDSCAPING DISTURBED OUTSIDE THIS AREA SHALL BE REPLACED BY CONTRACTOR AS APPROVED BY PROPERTY OWNER.



K:\PROJECTS\FIFE\14040_27th St Water Service\DESIGN\Drawings\Contract\14040UTIL01.dwg 10/23/2014 3:54 PM

NO.	DATE	BY	APPR.	REVISIONS

Approved By		14040UTIL01.dwg
ENGINEERING MANAGER	DATE	FILENAME
PROJECT MANAGER	DATE	MKW 10/2014
PROJECT ENGINEER	DATE	DESIGNED BY
		MKW 10/2014
		DRAWN BY
		TEW 10/2014
		CHECKED BY



KPG
 753 9th Ave N
 Seattle, WA 98109
 (206) 286-1640
 www.kpg.com

2502 Jefferson Ave
 Tacoma, WA 98402
 (253) 627-0720

BID DOCUMENT



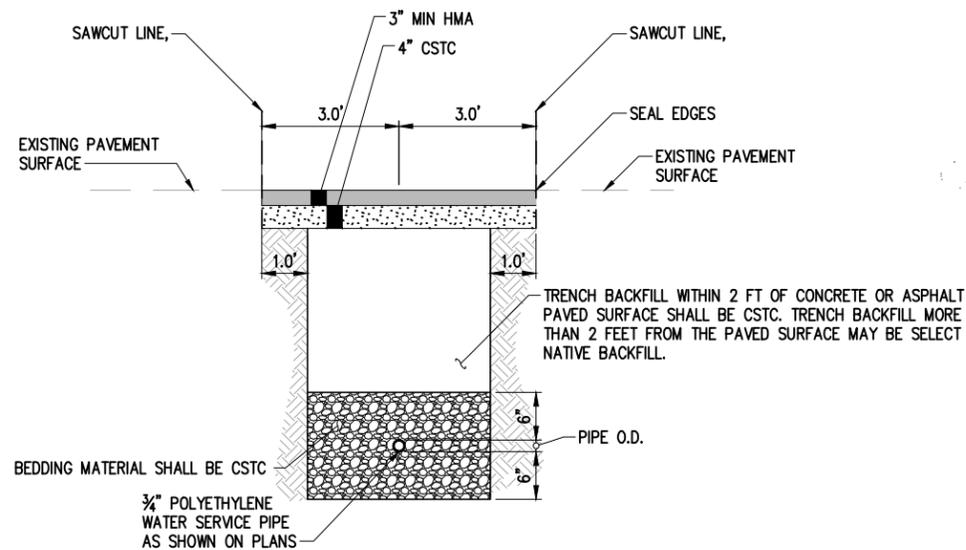
CITY OF FIFE
27TH ST E WATER SERVICE REPLACEMENT

UTILITY PLAN
 STA 14+50 TO STA 17+50

KPG PROJECT No. 14040 SHT 3 OF 4

K:\PROJECTS\FEF\14040_27th St Water Service\DESIGN\Drawings\Contract\14040DET01.dwg 10/23/2014 3:54 PM

GENERAL RESTORATION TABLE			
PROJECT LOCATION	RESTORATION TYPE	RESTORATION	COMMENTS
TYPICAL	GRASS	SOD OVER 3" MIN TOPSOIL TYPE A	CUT AND REMOVE SOD AS NECESSARY. PLACE TOPSOIL PRIOR TO REPLACING SOD. FINISH GRADE SHALL BE SMOOTH AND CONSISTENT WITH EXISTING GRADE.
TYPICAL	ASPHALT	3" HMA OVER 4" CSTC	PLACE ASPHALT PER DETAIL 1, THIS SHEET. FINISH GRADE SHALL BE SMOOTH AND CONSISTENT WITH EXISTING GRADE.
TYPICAL	ASPHALT WEDGE CURB	MATCH EXISTING	FINISH GRADE AND FLOWLINE SHALL BE SMOOTH AND CONSISTENT WITH EXISTING GRADE.
TYPICAL	LANDSCAPE AREAS	4" BARK MULCH OVER 3" TOPSOIL TYPE A	FINISH GRADE SHALL BE SMOOTH AND CONSISTENT WITH EXISTING GRADE.
TYPICAL	CONCRETE	4" CONCRETE OVER 3" CSTC	SAWCUT TO FULL CONCRETE DEPTH PRIOR TO REMOVAL. FINISH GRADE SHALL BE SMOOTH AND CONSISTENT WITH EXISTING GRADE.



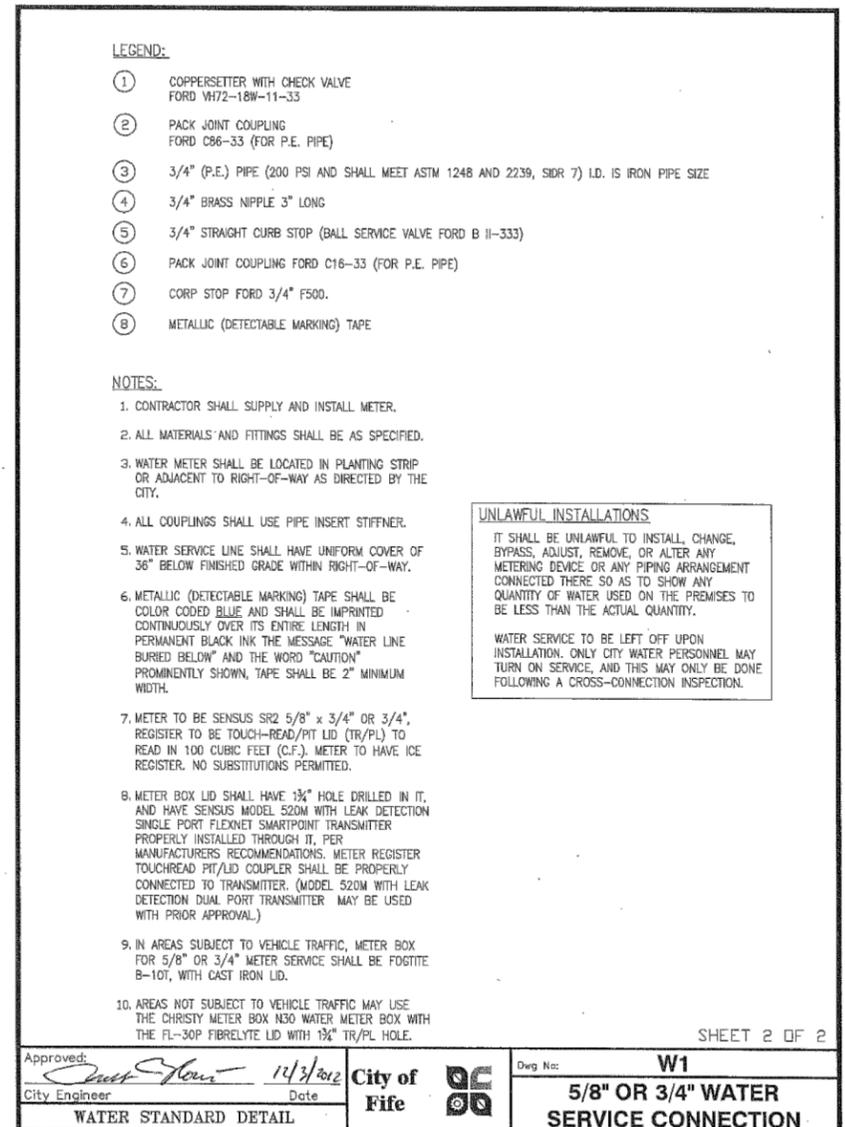
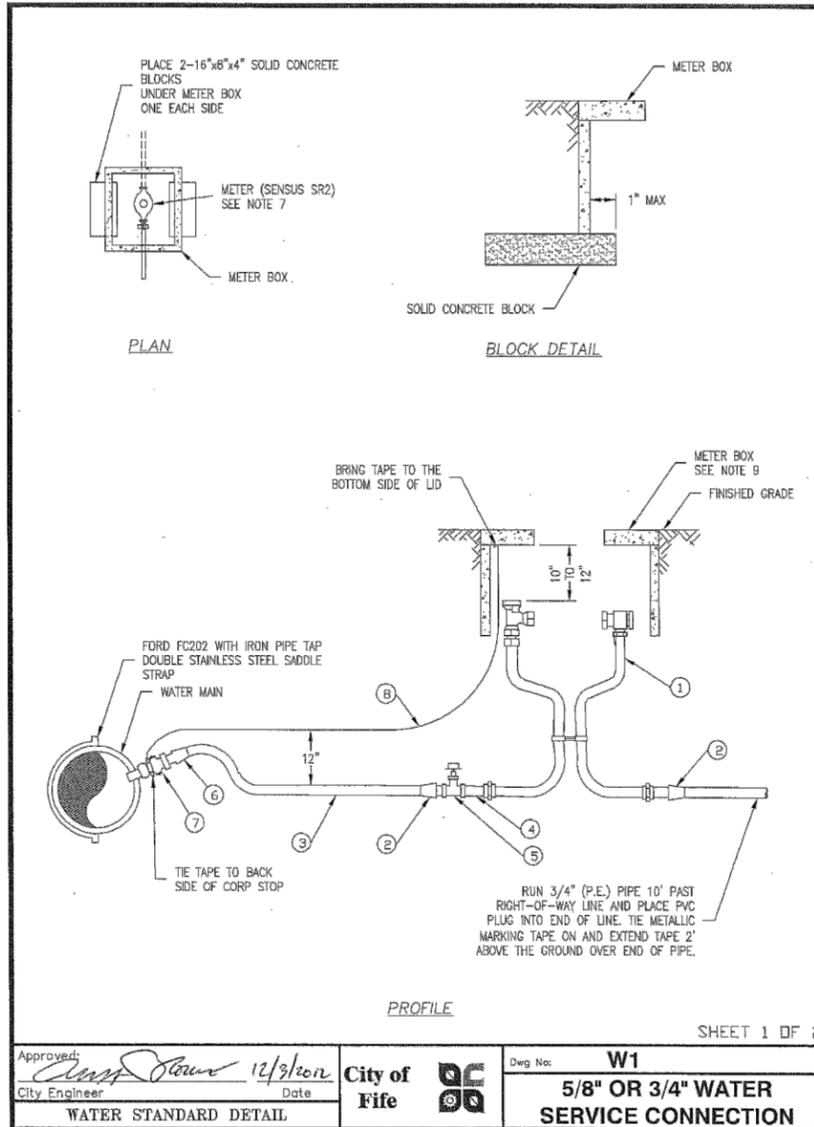
NOTE:

1. ASPHALT TRENCH RESTORATION NOT REQUIRED WHERE WATER SERVICE IS TUNNELED
2. NO PRIVATE IMPROVEMENTS OUTSIDE OF ROADWAY SURFACE SHALL BE DISTURBED BEYOND 3' FROM CENTERLINE OF SERVICE LINE TRENCH
3. NATIVE MATERIALS CONTAIN ASPHALT AND CONCRETE PIECES. ALL ASPHALT AND CONCRETE GREATER THAN 3 INCHES IN DIAMETER SHALL BE REMOVED AND DISPOSED OF AT A CONTRACTOR PROVIDED DISPOSAL SITE PRIOR TO RE-USE OF NATIVE BACKFILL.

ASPHALT TRENCH RESTORATION DETAIL

NTS

1



- NOTES:**
1. REMOVE AND REINSTALL EXISTING RADIO TRANSMITTER AT EACH WATER SERVICE CONNECTION
 2. CONTRACTOR TO PROVIDE NEW WATER METER ASSEMBLY FOR EACH WATER SERVICE CONNECTION

NO.	DATE	BY	APPR.	REVISIONS

Approved By		14040DET01.dwg
ENGINEERING MANAGER	DATE	FILENAME
PROJECT MANAGER	DATE	MKW 10/20/14
PROJECT ENGINEER	DATE	DESIGNED BY
		MKW 10/20/14
		DRAWN BY
		TEW 10/20/14
		CHECKED BY



BID DOCUMENT



CITY OF FIFE
27TH ST E WATER SERVICE REPLACEMENT

TYPICAL DETAILS
KPG PROJECT No. 14040 SHT 4 OF 4