

# **SPECIAL PROVISIONS**

**FOR**

**CITY OF FIFE**

**58<sup>TH</sup> AVENUE SIDEWALK IMPROVEMENTS**

**July 2015**



1 **INTRODUCTION**

2 The following Amendments and Special Provisions shall be used in conjunction with the  
3 2014 Standard Specifications for Road, Bridge, and Municipal Construction.

4  
5 **INTRODUCTION TO THE SPECIAL PROVISIONS**

6  
7 (*August 14, 2013 APWA GSP*)  
8

9 The work on this project shall be accomplished in accordance with the *Standard*  
10 *Specifications for Road, Bridge and Municipal Construction*, 2014 edition, as issued by the  
11 Washington State Department of Transportation (WSDOT) and the American Public Works  
12 Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The  
13 Standard Specifications, as modified or supplemented by the Amendments to the Standard  
14 Specifications and these Special Provisions, all of which are made a part of the Contract  
15 Documents, shall govern all of the Work.

16  
17 These Special Provisions are made up of both General Special Provisions (GSPs) from  
18 various sources, which may have project-specific fill-ins; and project-specific Special  
19 Provisions. Each Provision either supplements, modifies, or replaces the comparable  
20 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or  
21 addition to any subsection or portion of the Standard Specifications is meant to pertain only  
22 to that particular portion of the section, and in no way should it be interpreted that the  
23 balance of the section does not apply.

24  
25 The project-specific Special Provisions are not labeled as such. The GSPs are labeled  
26 under the headers of each GSP, with the effective date of the GSP and its source. For  
27 example:

28  
29 (*March 8, 2013 APWA GSP*)  
30 (*April 1, 2013 WSDOT GSP*)  
31

32 Also incorporated into the Contract Documents by reference are:

- 33 • *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently  
34 adopted edition, with Washington State modifications, if any  
35 • *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA,  
36 current edition

37  
38 Contractor shall obtain copies of these publications, at Contractor’s own expense.  
39

40 **Division 1**  
41 **General Requirements**

42  
43 **DESCRIPTION OF WORK**

44  
45 (March 13, 1995)

46 This Contract provides for the improvement of \*\*\* 58<sup>th</sup> Avenue E Sidewalk includes demolition  
47 of existing sidewalk, construction of new sidewalk, upgrade ADA ramps at select intersections,  
48 driveway improvements, upgraded stormwater conveyance, traffic control\*\*\* and other work, all  
49 in accordance with the attached Contract Plans, these Contract Provisions, and the  
50 Standard Specifications.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**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.

1 The venue of all causes of action arising from the advertisement, award, execution, and  
2 performance of the contract shall be in the Superior Court of the County where the  
3 Contracting Agency's headquarters are located.  
4

5 **Additive**

6 A supplemental unit of work or group of bid items, identified separately in the Bid  
7 Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition  
8 to the base bid.  
9

10 **Alternate**

11 One of two or more units of work or groups of bid items, identified separately in the Bid  
12 Proposal, from which the Contracting Agency may make a choice between different  
13 methods or material of construction for performing the same work.  
14

15 **Business Day**

16 A business day is any day from Monday through Friday except holidays as listed in  
17 Section 1-08.5.  
18

19 **Contract Bond**

20 The definition in the Standard Specifications for "Contract Bond" applies to whatever  
21 bond form(s) are required by the Contract Documents, which may be a combination of a  
22 Payment Bond and a Performance Bond.  
23

24 **Contract Documents**

25 See definition for "Contract".  
26

27 **Contract Time**

28 The period of time established by the terms and conditions of the Contract within which  
29 the Work must be physically completed.  
30

31 **Notice of Award**

32 The written notice from the Contracting Agency to the successful Bidder signifying the  
33 Contracting Agency's acceptance of the Bid Proposal.  
34

35 **Notice to Proceed**

36 The written notice from the Contracting Agency or Engineer to the Contractor authorizing  
37 and directing the Contractor to proceed with the Work and establishing the date on which  
38 the Contract time begins.  
39

40 **Traffic**

41 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and  
42 equestrian traffic.  
43

44 **1-02 BID PROCEDURES AND CONDITIONS**

45 **1-02.1 Prequalification of Bidders**

46 Delete this Section and replace it with the following:  
47

48 **1-02.1 Qualifications of Bidder**

49 *(January 24, 2011 APWA GSP)*  
50  
51  
52

1 Before award of a public works contract, a bidder must meet at least the minimum  
2 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified  
3 to be awarded a public works project.  
4

5 **1-02.2 Plans and Specifications**  
6 *(June 27, 2011 APWA GSP)*  
7

8 Delete this section and replace it with the following:  
9

10 Information as to where Bid Documents can be obtained or reviewed can be found in the  
11 Call for Bids (Advertisement for Bids) for the work.  
12

13 After award of the contract, plans and specifications will be issued to the Contractor at no  
14 cost as detailed below:  
15

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	3	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

16  
17 Additional plans and Contract Provisions may be obtained by the Contractor from the  
18 source stated in the Call for Bids, at the Contractor's own expense.  
19

20 **1-02.5 Proposal Forms**  
21 *(June 27, 2011 APWA GSP)*  
22

23 Delete this section and replace it with the following:  
24

25 The Proposal Form will identify the project and its location and describe the work. It will  
26 also list estimated quantities, units of measurement, the items of work, and the materials  
27 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal  
28 form that call for, but are not limited to, unit prices; extensions; summations; the total bid  
29 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment  
30 of addenda; the bidder's name, address, telephone number, and signature; the bidder's  
31 D/M/WBE commitment, if applicable; a State of Washington Contractor's Registration  
32 Number; and a Business License Number, if applicable. Bids shall be completed by  
33 typing or shall be printed in ink by hand, preferably in black ink. The required  
34 certifications are included as part of the Proposal Form.  
35

36 The Contracting Agency reserves the right to arrange the proposal forms with alternates  
37 and additives, if such be to the advantage of the Contracting Agency. The bidder shall  
38 bid on all alternates and additives set forth in the Proposal Form unless otherwise  
39 specified.  
40  
41

1 **1-02.6 Preparation of Proposal**

2 *(June 27, 2011 APWA GSP)*

3 Supplement the second paragraph with the following:

4 4. If a minimum bid amount has been established for any item, the unit or lump sum  
5 price must equal or exceed the minimum amount stated.

6 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be  
7 initialed by the signer of the bid.

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

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

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

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

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

19

20 **1-02.7 Bid Deposit**

21 *(March 8, 2013 APWA GSP)*

22

23 Supplement this section with the following:

24

25 Bid bonds shall contain the following:

26 1. Contracting Agency-assigned number for the project;

27 2. Name of the project;

28 3. The Contracting Agency named as obligee;

29 4. The amount of the bid bond stated either as a dollar figure or as a percentage which  
30 represents five percent of the maximum bid amount that could be awarded;

31 5. Signature of the bidder's officer empowered to sign official statements. The signature  
32 of the person authorized to submit the bid should agree with the signature on the  
33 bond, and the title of the person must accompany the said signature;

34 6. The signature of the surety's officer empowered to sign the bond and the power of  
35 attorney.

36

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

39

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

41

1 **1-02.13 Irregular Proposals**

2 (March 13, 2012 APWA GSP)

3  
4 Revise item 1 to read:

- 5  
6 1. A proposal will be considered irregular and will be rejected if:
- 7 a. The Bidder is not prequalified when so required;
  - 8 b. The authorized proposal form furnished by the Contracting Agency is not  
9 used or is altered;
  - 10 c. The completed proposal form contains any unauthorized additions, deletions,  
11 alternate Bids, or conditions;
  - 12 d. The Bidder adds provisions reserving the right to reject or accept the award,  
13 or enter into the Contract;
  - 14 e. A price per unit cannot be determined from the Bid Proposal;
  - 15 f. The Proposal form is not properly executed;
  - 16 g. The Bidder fails to submit or properly complete a Subcontractor list, if  
17 applicable, as required in Section 1-02.6;
  - 18 h. The Bidder fails to submit or properly complete a Disadvantaged Business  
19 Enterprise Certification, if applicable, as required in Section 1-02.6;
  - 20 i. The Bidder fails to submit written confirmation from each DBE firm listed on  
21 the Bidder's completed DBE Utilization Certification that they are in  
22 agreement with the bidders DBE participation commitment, if applicable, as  
23 required in Section 1-02.6, or if the written confirmation that is submitted fails  
24 to meet the requirements of the Special Provisions;
  - 25 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,  
26 as required in Section 1-02.6, or if the documentation that is submitted fails to  
27 demonstrate that a Good Faith Effort to meet the Condition of Award was  
28 made;
  - 29 k. The Bid Proposal does not constitute a definite and unqualified offer to meet  
30 the material terms of the Bid invitation; or
  - 31 l. More than one proposal is submitted for the same project from a Bidder under  
32 the same or different names.
- 33

34 **1-02.14 Disqualification of Bidders**

35 (March 8, 2013 APWA GSP, Option B)

36  
37 *Delete this section and replace it with the following:*

38  
39 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory  
40 bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet the  
41 following Supplemental Criteria:

42  
43 **1. Delinquent State Taxes**

- 44
- 45 A. A Criterion: The Bidder shall not owe delinquent taxes to the Washington State  
46 Department of Revenue without a payment plan approved by the Department of  
47 Revenue.
  - 48
  - 49 B. Documentation: The Bidder shall not be listed on the Washington State Department  
50 of Revenue's "Delinquent Taxpayer List" website:  
51 <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx>, or if they are so

1 listed, they must submit a written payment plan approved by the Department of  
2 Revenue, to the Contracting Agency by the deadline listed below.

3  
4 **2. Federal Debarment**

- 5  
6 A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal  
7 government.  
8  
9 B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the  
10 U.S. government’s “System for Award Management” database ([www.sam.gov](http://www.sam.gov)).  
11

12 **3. Subcontractor Responsibility**

- 13  
14 A. Criterion: The Bidder’s standard subcontract form shall include the subcontractor  
15 responsibility language required by RCW 39.06.020, and the Bidder shall have an  
16 established procedure which it utilizes to validate the responsibility of each of its  
17 subcontractors. The Bidder’s subcontract form shall also include a requirement that  
18 each of its subcontractors shall have and document a similar procedure to determine  
19 whether the sub-tier subcontractors with whom it contracts are also “responsible”  
20 subcontractors as defined by RCW 39.06.020.  
21  
22 B. Documentation: The Bidder, if and when required as detailed below, shall submit a  
23 copy of its standard subcontract form for review by the Contracting Agency, and a  
24 written description of its procedure for validating the responsibility of subcontractors  
25 with which it contracts.  
26

27 **4. Prevailing Wages**

- 28  
29 A. Criterion: The Bidder shall not have a record of prevailing wage violations as  
30 determined by WA Labor & Industries in the five years prior to the bid submittal date,  
31 that demonstrates a pattern of failing to pay workers prevailing wages, unless there  
32 are extenuating circumstances and such circumstances are deemed acceptable to  
33 the Contracting Agency.  
34  
35 B. Documentation: The Bidder, if and when required as detailed below, shall submit a  
36 list of all prevailing wage violations in the five years prior to the bid submittal date,  
37 along with an explanation of each violation and how it was resolved. The Contracting  
38 Agency will evaluate these explanations and the resolution of each complaint to  
39 determine whether the violation demonstrate a pattern of failing to pay its workers  
40 prevailing wages as required.  
41

42 **5. Claims Against Retainage and Bonds**

- 43  
44 A. Criterion: The Bidder shall not have a record of excessive claims filed against the  
45 retainage or payment bonds for public works projects in the three years prior to the  
46 bid submittal date, that demonstrate a lack of effective management by the Bidder of  
47 making timely and appropriate payments to its subcontractors, suppliers, and  
48 workers, unless there are extenuating circumstances and such circumstances are  
49 deemed acceptable to the Contracting Agency.  
50  
51 B. Documentation: The Bidder, if and when required as detailed below, shall submit a  
52 list of the public works projects completed in the three years prior to the bid submittal

1 date that have had claims against retainage and bonds and include for each project  
2 the following information:

- 3
- 4 • Name of project
- 5 • The owner and contact information for the owner;
- 6 A list of claims filed against the retainage and/or payment bond for any of the
- 7 projects listed;
- 8 • A written explanation of the circumstances surrounding each claim and the
- 9 ultimate resolution of the claim.

10

11 **6. Public Bidding Crime**

12

- 13 A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime
- 14 involving bidding on a public works contract in the five years prior to the bid submittal
- 15 date.
- 16
- 17 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
- 18 statement (on a form to be provided by the Contracting Agency) that the Bidder
- 19 and/or its owners have not been convicted of a crime involving bidding on a public
- 20 works contract.

21

22 **7. Termination for Cause / Termination for Default**

23

- 24 A. Criterion: The Bidder shall not have had any public works contract terminated for
- 25 cause or terminated for default by a government agency in the five years prior to the
- 26 bid submittal date, unless there are extenuating circumstances and such
- 27 circumstances are deemed acceptable to the Contracting Agency.
- 28
- 29 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
- 30 statement (on a form to be provided by the Contracting Agency) that the Bidder has
- 31 not had any public works contract terminated for cause or terminated for default by a
- 32 government agency in the five years prior to the bid submittal date; or if Bidder was
- 33 terminated, describe the circumstances.

34

35 **8. Lawsuits**

36

- 37 A. Criterion: The Bidder shall not have lawsuits with judgments entered against the
- 38 Bidder in the five years prior to the bid submittal date that demonstrate a pattern of
- 39 failing to meet the terms of contracts, unless there are extenuating circumstances
- 40 and such circumstances are deemed acceptable to the Contracting Agency
- 41
- 42 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
- 43 statement (on a form to be provided by the Contracting Agency) that the Bidder has
- 44 not had any lawsuits with judgments entered against the Bidder in the five years prior
- 45 to the bid submittal date that demonstrate a pattern of failing to meet the terms of
- 46 contracts, or shall submit a list of all lawsuits with judgments entered against the
- 47 Bidder in the five years prior to the bid submittal date, along with a written
- 48 explanation of the circumstances surrounding each such lawsuit. The Contracting
- 49 Agency shall evaluate these explanations to determine whether the lawsuits
- 50 demonstrate a pattern of failing to meet of terms of construction related contracts.

1 As evidence that the Bidder meets the mandatory and supplemental responsibility criteria  
2 stated above, the apparent two lowest Bidders must submit to the Contracting Agency by  
3 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written  
4 statement verifying that the Bidder meets all of the mandatory and supplemental criteria  
5 together with supporting documentation including but not limited to that detailed above  
6 (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all  
7 mandatory and supplemental responsibility criteria. The Contracting Agency reserves the  
8 right to request such documentation from other Bidders as well, and to request further  
9 documentation as needed to assess Bidder responsibility. The Contracting Agency also  
10 reserves the right to obtain information from third-parties and independent sources of  
11 information concerning a Bidder's compliance with the mandatory and supplemental criteria,  
12 and to use that information in their evaluation. The Contracting Agency may (but is not  
13 required to) consider mitigating factors in determining whether the Bidder complies with the  
14 requirements of the supplemental criteria.

15  
16 The basis for evaluation of Bidder compliance with these mandatory and supplemental  
17 criteria shall include any documents or facts obtained by Contracting Agency (whether from  
18 the Bidder or third parties) including but not limited to: (i) financial, historical, or operational  
19 data from the Bidder; (ii) information obtained directly by the Contracting Agency from others  
20 for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any  
21 additional information obtained by the Contracting Agency which is believed to be relevant to  
22 the matter.

23  
24 If the Contracting Agency determines the Bidder does not meet the bidder responsibility  
25 criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify  
26 the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this  
27 determination, it may appeal the determination within two (2) business days of the  
28 Contracting Agency will consider the appeal and any additional information before issuing its  
29 final determination. If the final determination affirms that the Bidder is not responsible, the  
30 Contracting Agency will not execute a contract with any other Bidder until at least two  
31 business days after the Bidder determined to be not responsible has received the  
32 Contracting Agency's final determination.

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

41  
42 **1-02.15 Pre Award Information**  
43 *(August 14, 2013 APWA GSP)*  
44

45 Revise this section to read:

46  
47 Before awarding any contract, the Contracting Agency may require one or more of these  
48 items or actions of the apparent lowest responsible bidder:

- 49 1. A complete statement of the origin, composition, and manufacture of any or all  
50 materials to be used,  
51 2. Samples of these materials for quality and fitness tests,

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

9  
10

## 11 **Award and Execution of Contract**

12

### 13 **1-03.3 Execution of Contract**

14 *(October 1, 2005 APWA GSP)*

15

16 Revise this section to read:

17

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

22

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

28

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

33

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

38

39

### 40 **1-03.4 Contract Bond**

41 *(December 8, 2014 APWA GSP)*

42

43 Revise the first paragraph to read:

44

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

49

50

51

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and

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

24  
25 **1-04 SCOPE OF WORK**

26  
27 **1-01.3 1-04.1(2) Bid Items Not Included in the Proposal**

28  
29 **(\*\*\*\*\*)**

30  
31 *This section is to be deleted in its entirety and replaced with the following:*

32  
33 The Contractor shall include all costs of doing the work within the Bid item prices. If the  
34 Contract Plans, Contract Provisions, Addenda, or any other part of the Contract requires  
35 work that has no specific Bid item in the Proposal form, the entire cost of that work shall be  
36 considered incidental and included within other Bid items in the Proposal.

37  
38 **1-04.6 Variation in Estimated Quantities**  
39 *(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)*

40  
41 Supplement this Section with the following:

42  
43 The quantities for Pot Holing have been entered into the Proposal only to provide a  
44 common proposal for bidders. Actual quantities will be determined in the field as the  
45 work progresses, and will be paid at the original bid price, regardless of final quantity.  
46 These bid items shall not be subject to the provisions of 1-04.6 of the Standard  
47 Specifications.

48

1 **Control of Work**

2  
3 **Conformity With And Deviations From Plans And Stakes**

4  
5 Section 1-05.4 is supplemented with the following:

6  
7 **(April 1, 2013)**

8 **Contractor Surveying - Roadway**

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

11  
12 The Contractor shall be responsible for setting, maintaining, and resetting all alignment  
13 stakes, slope stakes, and grades necessary for the construction of the roadbed,  
14 drainage, surfacing, paving, channelization and pavement marking, illumination and  
15 signals, guardrails and barriers, and signing. Except for the survey control data to be  
16 furnished by the Contracting Agency, calculations, surveying, and measuring required  
17 for setting and maintaining the necessary lines and grades shall be the Contractor's  
18 responsibility.

19  
20 The Contractor shall inform the Engineer when monuments are discovered that were  
21 not identified in the Plans and construction activity may disturb or damage the  
22 monuments. All monuments noted on the plans "DO NOT DISTURB" shall be protected  
23 throughout the length of the project or be replaced at the Contractors expense.

24  
25 Detailed survey records shall be maintained, including a description of the work  
26 performed on each shift, the methods utilized, and the control points used. The record  
27 shall be adequate to allow the survey to be reproduced. A copy of each day's record  
28 shall be provided to the Engineer within three working days after the end of the shift.

29  
30 The meaning of words and terms used in this provision shall be as listed in "Definitions  
31 of Surveying and Associated Terms" current edition, published by the American  
32 Congress on Surveying and Mapping and the American Society of Civil Engineers.

33  
34 The survey work shall include but not be limited to the following:

- 35  
36 1. Verify the primary horizontal and vertical control furnished by the Contracting  
37 Agency, and expand into secondary control by adding stakes and hubs as well  
38 as additional survey control needed for the project. Provide descriptions of  
39 secondary control to the Contracting Agency. The description shall include  
40 coordinates and elevations of all secondary control points.  
41  
42 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks  
43 on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs)  
44 and at points on the alignments spaced no further than 50 feet.  
45  
46 3. Establish clearing limits, placing stakes at all angle points and at intermediate  
47 points not more than 50 feet apart. The clearing and grubbing limits shall be 5  
48 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless  
49 otherwise shown in the Plans.  
50  
51 4. Establish grading limits, placing slope stakes at centerline increments not more  
52 than 50 feet apart. Establish offset reference to all slope stakes. If Global

- 1                    Positioning Satellite (GPS) Machine Controls are used to provide grade  
2                    control, then slope stakes may be omitted at the discretion of the Contractor  
3  
4                    5. Establish the horizontal and vertical location of all drainage features, placing  
5                    offset stakes to all drainage structures and to pipes at a horizontal interval not  
6                    greater than 25 feet.  
7  
8                    6. Establish roadbed and surfacing elevations by placing stakes at the top of  
9                    subgrade and at the top of each course of surfacing. Subgrade and surfacing  
10                   stakes shall be set at horizontal intervals not greater than 50 feet in tangent  
11                   sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-  
12                   foot intervals in intersection radii with a radius less than 10 feet. Transversely,  
13                   stakes shall be placed at all locations where the roadway slope changes and  
14                   at additional points such that the transverse spacing of stakes is not more than  
15                   12 feet. If GPS Machine Controls are used to provide grade control, then  
16                   roadbed and surfacing stakes may be omitted at the discretion of the  
17                   Contractor.  
18  
19                   7. Establish intermediate elevation benchmarks as needed to check work  
20                   throughout the project.  
21  
22                   8. Provide references for paving pins at 25-foot intervals or provide simultaneous  
23                   surveying to establish location and elevation of paving pins as they are being  
24                   placed.  
25  
26                   9. For all other types of construction included in this provision, (including but not  
27                   limited to channelization and pavement marking, illumination and signals,  
28                   guardrails and barriers, and signing) provide staking and layout as necessary  
29                   to adequately locate, construct, and check the specific construction activity.  
30  
31                   10. Contractor shall determine if changes are needed to the profiles or roadway  
32                   sections shown in the Contract Plans in order to achieve proper smoothness  
33                   and drainage where matching into existing features, such as a smooth  
34                   transition from new pavement to existing pavement. The Contractor shall  
35                   submit these changes to the Project Engineer for review and approval 10 days  
36                   prior to the beginning of work.  
37

38                   The Contractor shall provide the Contracting Agency copies of any calculations and  
39                   staking data when requested by the Engineer.  
40

41                   To facilitate the establishment of these lines and elevations, the Contracting Agency will  
42                   provide the Contractor with primary survey control information consisting of descriptions  
43                   of two primary control points used for the horizontal and vertical control, and  
44                   descriptions of two additional primary control points for every additional three miles of  
45                   project length. Primary control points will be described by reference to the project  
46                   alignment and the coordinate system and elevation datum utilized by the project. In  
47                   addition, the Contracting Agency will supply horizontal coordinates for the beginning and  
48                   ending points and for each Point of Intersection (PI) on each alignment included in the  
49                   project.  
50

51                   The Contractor shall ensure a surveying accuracy within the following tolerances:  
52

	<u>Vertical</u>	<u>Horizontal</u>
1		
2	Slope stakes	±0.10 feet
3	Subgrade grade stakes set	
4	0.04 feet below grade	±0.01 feet
5		±0.5 feet
6		(parallel to alignment)
7		±0.1 feet
8		(normal to alignment)
9	Stationing on roadway	N/A
10	Alignment on roadway	N/A
11	Surfacing grade stakes	±0.01 feet
12		±0.5 feet
13		(parallel to alignment)
14		±0.1 feet
15		(normal to alignment)
16	Roadway paving pins for	
17	surfacing or paving	±0.01 feet
18		±0.2 feet
19		(parallel to alignment)
20		±0.1 feet
21		(normal to alignment)

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

24  
25 When staking roadway alignment and stationing, the Contractor shall perform  
26 independent checks from different secondary control to ensure that the points staked  
27 are within the specified survey accuracy tolerances.

28  
29 The Contractor shall calculate coordinates for the alignment. The Contracting Agency  
30 will verify these coordinates prior to issuing approval to the Contractor for commencing  
31 with the work. The Contracting Agency will require up to seven calendar days from the  
32 date the data is received.

33  
34 Contract work to be performed using contractor-provided stakes shall not begin until the  
35 stakes are approved by the Contracting Agency. Such approval shall not relieve the  
36 Contractor of responsibility for the accuracy of the stakes.

37  
38 Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are  
39 needed that are not described in the Plans, then those stakes shall be marked, at no  
40 additional cost to the Contracting Agency as ordered by the Engineer.

41  
42 **Payment**

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

45  
46 "Roadway Surveying", lump sum.

47  
48 The lump sum contract price for "Roadway Surveying" shall be full pay for all labor,  
49 equipment, materials, and supervision utilized to perform the Work specified, including  
50 any resurveying, checking, correction of errors, replacement of missing or damaged  
51 stakes, and coordination efforts.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

**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.

(\*\*\*\*\*)

**1-05.18 Contractor's Daily Diary**

Section 1-05.18 is added as follows:

The Contractor and Subcontractors shall maintain and provide to the Engineer a Daily Diary Record of this Work. This diary will be created by pen entries in a hardbound diary book of the type that is commonly available through commercial outlets. The diary must contain the project title and project number; if the diary is in loose-leaf form, this information must appear on every page. The diary must be kept and maintained by the Contractor's designated project superintendent(s). Entries must be made on a daily basis and must accurately represent all of the project activities on each day.

1 At a minimum, the diary shall show:  
2

- 3 1. The day and date.
- 4 2. The weather conditions, including changes throughout the day.
- 5 3. A complete description of Work accomplished during the day with adequate  
6 references to the Plans and Contract Provisions so that the reader can easily  
7 and accurately identify said Work in the Plans. Identify location/description of  
8 photographs or videos taken that day.
- 9 4. An entry for each and every changed condition, dispute or potential dispute,  
10 incident, accident, or occurrence of any nature whatsoever which might affect  
11 the Contractor, the Contracting Agency, or any third party in any manner.
- 12 5. Listing of any materials received and stored on- or off-site by the Contractor for  
13 the future installation, to include the manner of storage and protection of the  
14 same.
- 15 6. Listing of materials installed during each day.
- 16 7. List of all Subcontractors working on-site each day.
- 17 8. Listing the number of Contractor's employees working during each day by  
18 category of employment.
- 19 9. Listing of Contractor's equipment working on the site during each day. Idle  
20 equipment on the site shall be listed and designated as idle.
- 21 10. Notations to explain inspections, testing, stake-out, and all other services  
22 furnished by the Contracting Agency or other party during each day.
- 23 11. Entries to verify the daily (including non-Work days) inspection and  
24 maintenance of traffic control devices and condition of traveled Roadway  
25 surfaces. The Contractor shall not allow any conditions to develop that would  
26 be hazardous to the public.
- 27 12. Any other information that serves to give an accurate and complete record of  
28 the nature, quantity, and quality of the Contractor's progress on each day.
- 29 13. Plan markups showing locations and dimensions of constructed features to be  
30 used by the Engineer to produce Record Drawings.
- 31 14. All pages of the diary must be numbered consecutively with no omissions in  
32 page numbers.
- 33 15. Each page must be signed and dated by the Contractor's official representative  
34 of the project.

35  
36 The Contractor may use additional sheets separate from the diary book if necessary to  
37 provide a complete diary record, but they must be signed, dated, and labeled with  
38 project name and number.

39  
40 **IMPORTANT - PLEASE NOTE:**

41  
42 **It is expressly agreed between Contractor and Contracting Agency that the Daily**  
43 **Diary Record maintained by the Contractor shall be the "Contractor's Book of**  
44 **Original Entry" for the documentation of any potential claims or disputes that**  
45 **might arise during the Contract. Failure of the Contractor to maintain this diary in**  
46 **the manner described above will constitute a waiver of any claims or disputes by**  
47 **the Contractor.**

48  
49 The Engineer or the other Contracting Agency's representative on the job site will also  
50 complete a Daily Diary Construction Report.  
51

1 **1-05.11 Final Inspection**

2

3 Delete this section and replace it with the following:

4

5 **1-05.11 Final Inspections and Operational Testing**

6 *(October 1, 2005 APWA GSP)*

7

8 **1-05.11(1) Substantial Completion Date**

9

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

17

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

24

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

30

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

34

35 **1-05.11(2) Final Inspection and Physical Completion Date**

36

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

47

48 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the  
49 written notice listing the deficiencies, the Engineer may, upon written notice to the  
50 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to  
51 Section 1-05.7.

1 The Contractor will not be allowed an extension of contract time because of a delay in  
2 the performance of the work attributable to the exercise of the Engineer's right  
3 hereunder.  
4

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

10  
11 **1-05.11(3) Operational Testing**  
12

13 It is the intent of the Contracting Agency to have at the Physical Completion Date a  
14 complete and operable system. Therefore when the work involves the installation of  
15 machinery or other mechanical equipment; street lighting, electrical distribution or signal  
16 systems; irrigation systems; buildings; or other similar work it may be desirable for the  
17 Engineer to have the Contractor operate and test the work for a period of time after final  
18 inspection but prior to the physical completion date. Whenever items of work are listed in  
19 the Contract Provisions for operational testing they shall be fully tested under operating  
20 conditions for the time period specified to ensure their acceptability prior to the Physical  
21 Completion Date. During and following the test period, the Contractor shall correct any  
22 items of workmanship, materials, or equipment which prove faulty, or that are not in first  
23 class operating condition. Equipment, electrical controls, meters, or other devices and  
24 equipment to be tested during this period shall be tested under the observation of the  
25 Engineer, so that the Engineer may determine their suitability for the purpose for which  
26 they were installed. The Physical Completion Date cannot be established until testing  
27 and corrections have been completed to the satisfaction of the Engineer.  
28

29 The costs for power, gas, labor, material, supplies, and everything else needed to  
30 successfully complete operational testing, shall be included in the unit contract prices  
31 related to the system being tested, unless specifically set forth otherwise in the proposal.  
32

33 Operational and test periods, when required by the Engineer, shall not affect a  
34 manufacturer's guaranties or warranties furnished under the terms of the contract.  
35  
36

37 **1-05.11 Final Inspection**  
38

39 Delete this section and replace it with the following:  
40

41 **1-05.11 Final Inspections and Operational Testing**  
42 *(October 1, 2005 APWA GSP)*  
43

44 **1-05.11(1) Substantial Completion Date**  
45

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52

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

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

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

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

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

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

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

**1-05.11(3) Operational Testing**

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final

1 inspection but prior to the physical completion date. Whenever items of work are listed in  
2 the Contract Provisions for operational testing they shall be fully tested under operating  
3 conditions for the time period specified to ensure their acceptability prior to the Physical  
4 Completion Date. During and following the test period, the Contractor shall correct any  
5 items of workmanship, materials, or equipment which prove faulty, or that are not in first  
6 class operating condition. Equipment, electrical controls, meters, or other devices and  
7 equipment to be tested during this period shall be tested under the observation of the  
8 Engineer, so that the Engineer may determine their suitability for the purpose for which  
9 they were installed. The Physical Completion Date cannot be established until testing  
10 and corrections have been completed to the satisfaction of the Engineer.

11  
12 The costs for power, gas, labor, material, supplies, and everything else needed to  
13 successfully complete operational testing, shall be included in the unit contract prices  
14 related to the system being tested, unless specifically set forth otherwise in the proposal.

15  
16 Operational and test periods, when required by the Engineer, shall not affect a  
17 manufacturer's guaranties or warranties furnished under the terms of the contract.

18  
19  
20 **1-05.15 Method of Serving Notices**  
21 *(March 25, 2009 APWA GSP)*

22 Revise the second paragraph to read:

23  
24 All correspondence from the Contractor shall be directed to the Project Engineer. All  
25 correspondence from the Contractor constituting any notification, notice of protest, notice  
26 of dispute, or other correspondence constituting notification required to be furnished  
27 under the Contract, must be in paper format, hand delivered or sent via mail delivery  
28 service to the Project Engineer's office. Electronic copies such as e-mails or  
29 electronically delivered copies of correspondence will not constitute such notice and will  
30 not comply with the requirements of the Contract.

31  
32 Add the following new section:

33  
34 **1-05.16 Water and Power**  
35 *(October 1, 2005 APWA GSP)*

36  
37 The Contractor shall make necessary arrangements, and shall bear the costs for power  
38 and water necessary for the performance of the work, unless the contract includes power  
39 and water as a pay item.

40  
41 Add the following new section:

42  
43 **1-05.17 Oral Agreements**  
44 *(October 1, 2005 APWA GSP)*

45  
46 No oral agreement or conversation with any officer, agent, or employee of the  
47 Contracting Agency, either before or after execution of the contract, shall affect or modify  
48 any of the terms or obligations contained in any of the documents comprising the  
49 contract. Such oral agreement or conversation shall be considered as unofficial  
50 information and in no way binding upon the Contracting Agency, unless subsequently put  
51 in writing and signed by the Contracting Agency.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52

**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.

1 The Contracting Agency will pay the retained percentage (or release the Contract Bond if  
2 a FHWA-funded Project) only if the Contractor has obtained from the Washington State  
3 Department of Revenue a certificate showing that all contract-related taxes have been  
4 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the  
5 Contractor any amount the Contractor may owe the Washington State Department of  
6 Revenue, whether the amount owed relates to this contract or not. Any amount so  
7 deducted will be paid into the proper State fund.  
8

9 **1-07.2(1) State Sales Tax — Rule 171**

10  
11 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,  
12 roads, etc., which are owned by a municipal corporation, or political subdivision of the  
13 state, or by the United States, and which are used primarily for foot or vehicular traffic.  
14 This includes storm or combined sewer systems within and included as a part of the  
15 street or road drainage system and power lines when such are part of the roadway  
16 lighting system. For work performed in such cases, the Contractor shall include  
17 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract  
18 amounts, including those that the Contractor pays on the purchase of the materials,  
19 equipment, or supplies used or consumed in doing the work.  
20

21 **1-07.2(2) State Sales Tax — Rule 170**

22  
23 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or  
24 existing buildings, or other structures, upon real property. This includes, but is not  
25 limited to, the construction of streets, roads, highways, etc., owned by the state of  
26 Washington; water mains and their appurtenances; sanitary sewers and sewage  
27 disposal systems unless such sewers and disposal systems are within, and a part of, a  
28 street or road drainage system; telephone, telegraph, electrical power distribution lines,  
29 or other conduits or lines in or above streets or roads, unless such power lines become a  
30 part of a street or road lighting system; and installing or attaching of any article of  
31 tangible personal property in or to real property, whether or not such personal property  
32 becomes a part of the realty by virtue of installation.  
33

34 For work performed in such cases, the Contractor shall collect from the Contracting  
35 Agency, retail sales tax on the full contract price. The Contracting Agency will  
36 automatically add this sales tax to each payment to the Contractor. For this reason, the  
37 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other  
38 contract amount subject to Rule 170, with the following exception.  
39

40 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor  
41 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or  
42 consumable supplies not integrated into the project. Such sales taxes shall be included  
43 in the unit bid item prices or in any other contract amount.  
44

45 **1-07.2(3) Services**

46  
47 The Contractor shall not collect retail sales tax from the Contracting Agency on any  
48 contract wholly for professional or other services (as defined in Washington State  
49 Department of Revenue Rules 138 and 244).  
50  
51

1 **Load Limits**

2

3 Section 1-07.7 is supplemented with the following:

4

5 (March 13, 1995)

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

9

10 **Utilities and Similar Facilities**

11

12 Section 1-07.17 is supplemented with the following:

13

14 (\*\*\*\*\*)

15

16 Locations and dimensions shown in the Plans for existing facilities are in accordance  
17 with available information obtained without uncovering, measuring, or other verification.

18

19 **1-07.18(5)H Professional Liability**

20 *(May 10, 2006 APWA GSP)*

21

22 The Contractor and/or its Subcontractor and/or its design consultant providing construction  
23 management, value engineering, or any other design-related non-construction professional  
24 services shall provide evidence of Professional Liability insurance covering professional  
25 errors and omissions. Such policy must provide the following minimum limits:

\$1,000,000 per Claim

26

27 If the scope of such design-related professional services includes work related to pollution  
28 conditions, the Professional Liability insurance shall include Pollution Liability coverage.

29

30 If insurance is on a claims made form, its retroactive date, and that of all subsequent  
31 renewals, shall be no later than the effective date of this Contract.

32

33

34 **Public Convenience and Safety**

35

36 ***Construction Under Traffic***

37

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

39

40 **(January 2, 2012)**

41 **Work Zone Clear Zone**

42

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

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

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

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

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

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

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

\* or 2-feet beyond the outside edge of sidewalk

23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44

**Minimum Work Zone Clear Zone Distance**

(January 5, 2015)

Lane closures are subject to the following restrictions:

\*\*\* When school is in session at Fife High School lane Closures are allowed only from 7:45 am to 2:15 pm \*\*\*

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours.

Lane closures are not allowed on any of the following:

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.

1 **1-07.24 Rights of Way**  
2 *(October 1, 2005 APWA GSP)*

3  
4 Delete this section in its entirety, and replace it with the following:

5  
6 Street right of way lines, limits of easements, and limits of construction permits are  
7 indicated in the Plans. The Contractor's construction activities shall be confined within  
8 these limits, unless arrangements for use of private property are made.

9  
10 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of  
11 way and easements, both permanent and temporary, necessary for carrying out the  
12 work. Exceptions to this are noted in the Bid Documents or will be brought to the  
13 Contractor's attention by a duly issued Addendum.

14  
15 Whenever any of the work is accomplished on or through property other than public right  
16 of way, the Contractor shall meet and fulfill all covenants and stipulations of any  
17 easement agreement obtained by the Contracting Agency from the owner of the private  
18 property. Copies of the easement agreements may be included in the Contract  
19 Provisions or made available to the Contractor as soon as practical after they have been  
20 obtained by the Engineer.

21  
22 Whenever easements or rights of entry have not been acquired prior to advertising,  
23 these areas are so noted in the Plans. The Contractor shall not proceed with any portion  
24 of the work in areas where right of way, easements or rights of entry have not been  
25 acquired until the Engineer certifies to the Contractor that the right of way or easement is  
26 available or that the right of entry has been received. If the Contractor is delayed due to  
27 acts of omission on the part of the Contracting Agency in obtaining easements, rights of  
28 entry or right of way, the Contractor will be entitled to an extension of time. The  
29 Contractor agrees that such delay shall not be a breach of contract.

30  
31 Each property owner shall be given 48 hours notice prior to entry by the Contractor. This  
32 includes entry onto easements and private property where private improvements must  
33 be adjusted.

34  
35 The Contractor shall be responsible for providing, without expense or liability to the  
36 Contracting Agency, any additional land and access thereto that the Contractor may  
37 desire for temporary construction facilities, storage of materials, or other Contractor  
38 needs. However, before using any private property, whether adjoining the work or not,  
39 the Contractor shall file with the Engineer a written permission of the private property  
40 owner, and, upon vacating the premises, a written release from the property owner of  
41 each property disturbed or otherwise interfered with by reasons of construction pursued  
42 under this contract. The statement shall be signed by the private property owner, or  
43 proper authority acting for the owner of the private property affected, stating that  
44 permission has been granted to use the property and all necessary permits have been  
45 obtained or, in the case of a release, that the restoration of the property has been  
46 satisfactorily accomplished. The statement shall include the parcel number, address,  
47 and date of signature. Written releases must be filed with the Engineer before the  
48 Completion Date will be established.

49  
50

1 **1-08 PROSECUTION AND PROGRESS**

2

3 Add the following new section:

4

5 **1-08.0 Preliminary Matters**

6 (May 25, 2006 APWA GSP)

7

8 Add the following new section:

9

10 **1-08.0(1) Preconstruction Conference**

11 (*October 10, 2008 APWA GSP*)

12

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

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

24

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

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

29

30 Add the following new section:

31

32 **1-08.0(2) Hours of Work**

33 (*December 8, 2014 APWA GSP*)

34

35 Except in the case of emergency or unless otherwise approved by the Engineer, the  
36 normal working hours for the Contract shall be any consecutive 8-hour period between  
37 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the  
38 Contractor desires different than the normal working hours stated above, the request  
39 must be submitted in writing prior to the preconstruction conference, subject to the  
40 provisions below. The working hours for the Contract shall be established at or prior to  
41 the preconstruction conference.

42

43 All working hours and days are also subject to local permit and ordinance conditions  
44 (such as noise ordinances).

45

46 If the Contractor wishes to deviate from the established working hours, the Contractor  
47 shall submit a written request to the Engineer for consideration. This request shall state  
48 what hours are being requested, and why. Requests shall be submitted for review no

1 later than \*\* 2 working days \*\* prior to the day(s) the Contractor is requesting to change  
2 the hours.

3  
4 If the Contracting Agency approves such a deviation, such approval may be subject to  
5 certain other conditions, which will be detailed in writing. For example:

- 6 1. On non-Federal aid projects, requiring the Contractor to reimburse the  
7 Contracting Agency for the costs in excess of straight-time costs for Contracting  
8 Agency representatives who worked during such times. (The Engineer may  
9 require designated representatives to be present during the work.  
10 Representatives who may be deemed necessary by the Engineer include, but are  
11 not limited to: survey crews; personnel from the Contracting Agency's material  
12 testing lab; inspectors; and other Contracting Agency employees or third party  
13 consultants when, in the opinion of the Engineer, such work necessitates their  
14 presence.)
- 15 2. Considering the work performed on Saturdays, Sundays, and holidays as working  
16 days with regard to the contract time.
- 17 3. Considering multiple work shifts as multiple working days with respect to contract  
18 time even though the multiple shifts occur in a single 24-hour period.
- 19 4. If a 4-10 work schedule is requested and approved the non working day for the  
20 week will be charged as a working day.
- 21 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met  
22 and recorded properly on certified payroll  
23

#### 24 **1-08.4 Prosecution of Work**

25  
26 Delete this section in its entirety, and replace it with the following:

#### 27 28 **1-08.4 Notice to Proceed and Prosecution of Work** 29 *(June 27, 2011 APWA GSP)*

30  
31 Notice to Proceed will be given after the Contract has been executed and the contract  
32 bond and evidence of insurance have been approved and filed by the Contracting  
33 Agency. The Contractor shall not commence with the work until the Notice to Proceed  
34 has been given by the Engineer. The Contractor shall commence construction activities  
35 on the project site within ten days of the Notice to Proceed Date, unless otherwise  
36 approved in writing. The Contractor shall diligently pursue the work to the physical  
37 completion date within the time specified in the Contract. Voluntary shutdown or slowing  
38 of operations by the Contractor shall not relieve the Contractor of the responsibility to  
39 complete the work within the time(s) specified in the Contract.

40  
41 When shown in the Plans, the first order of work shall be the installation of high visibility  
42 fencing to delineate all areas for protection or restoration, as described in the Contract.  
43 Installation of high visibility fencing adjacent to the roadway shall occur after the  
44 placement of all necessary signs and traffic control devices in accordance with 1-10.1(2).  
45 Upon construction of the fencing, the Contractor shall request the Engineer to inspect the  
46 fence. No other work shall be performed on the site until the Contracting Agency has  
47 accepted the installation of high visibility fencing, as described in the Contract.  
48

1 **1-08.5 Time for Completion**  
2 *(August 14, 2013 APWA GSP, Option A)*

3  
4 Revise the third and fourth paragraphs to read:

5  
6 This project shall be physically completed within 25 working days.

7  
8 Contract time shall begin on the first working day following the Notice to Proceed Date.

9  
10 Each working day shall be charged to the contract as it occurs, until the contract work is  
11 physically complete. If substantial completion has been granted and all the authorized  
12 working days have been used, charging of working days will cease. Each week the  
13 Engineer will provide the Contractor a statement that shows the number of working days:  
14 (1) charged to the contract the week before; (2) specified for the physical completion of  
15 the contract; and (3) remaining for the physical completion of the contract. The  
16 statement will also show the nonworking days and any partial or whole day the Engineer  
17 declares as unworkable. Within 10 calendar days after the date of each statement, the  
18 Contractor shall file a written protest of any alleged discrepancies in it. To be considered  
19 by the Engineer, the protest shall be in sufficient detail to enable the Engineer to  
20 ascertain the basis and amount of time disputed. By not filing such detailed protest in  
21 that period, the Contractor shall be deemed as having accepted the statement as  
22 correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10  
23 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be  
24 charged as a working day then the fifth day of that week will be charged as a working  
25 day whether or not the Contractor works on that day.

26  
27 Revise the sixth paragraph to read:

28  
29 The Engineer will give the Contractor written notice of the completion date of the contract  
30 after all the Contractor's obligations under the contract have been performed by the  
31 Contractor. The following events must occur before the Completion Date can be  
32 established:

- 33 1. The physical work on the project must be complete; and
- 34 2. The Contractor must furnish all documentation required by the contract and required  
35 by law, to allow the Contracting Agency to process final acceptance of the contract.  
36 The following documents must be received by the Project Engineer prior to  
37 establishing a completion date:
- 38 a. Certified Payrolls (per Section 1-07.9(5)).
  - 39 b. Material Acceptance Certification Documents
  - 40 c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the  
41 Contract Provisions.
  - 42 d. Final Contract Voucher Certification
  - 43 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor  
44 and all Subcontractors
  - 45 f. Property owner releases per Section 1-07.24

46  
47 Section 1-08.5 is supplemented with the following:

48  
49 (March 13, 1995)

50 This project shall be physically completed within \*\*\* 25 \*\*\* working days.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**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.

**1-09.9 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.

- 1           3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site
- 2           or other storage area approved by the Engineer.
- 3           4. Change Orders — entitlement for approved extra cost or completed extra work as
- 4           determined by the Engineer.
- 5

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

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

11

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

16

## 17 **Traffic Control Management**

18

### 19 ***General***

20

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

22

23 (December 1, 2008)

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

27

28           The Northwest Laborers-Employers Training Trust  
29           27055 Ohio Ave.  
30           Kingston, WA 98346  
31           (360) 297-3035

32

33           Evergreen Safety Council  
34           401 Pontius Ave. N.  
35           Seattle, WA 98109  
36           1-800-521-0778 or  
37           (206) 382-4090

38

39           The American Traffic Safety Services Association  
40           15 Riverside Parkway, Suite 100  
41           Fredericksburg, Virginia 22406-1022  
42           Training Dept. Toll Free (877) 642-4637  
43           Phone: (540) 368-1701

44

45

1 **Measurement**

2

3 ***Lump Sum Bid for Project (No Unit Items)***

4

5 Section 1-10.4(1) is supplemented with the following:

6

7 (August 2, 2004)

8 The proposal contains the item “Project Temporary Traffic Control”, lump sum. The  
9 provisions of Section 1-10.4(1) shall apply.

10

11 **Division 2**  
12 **Earthwork**

13

14 **Payment**

15

16 The first and second paragraphs of Section 2-01.5 are revised to read:

17

18 (January 5, 1998)

19 Payment will be made in accordance with Section 1-04.1 for the following bid items  
20 when they are included in the proposal:

21

22 All costs for clearing and grubbing on this project shall be included in the \*\*\* Bid  
23 item for Structures and Obstructions \*\*\*.

24

25 **Removal of Structures and Obstructions**

26

27 **Description**

28

29 **2-02.1 Description**

30 *Supplement Section 2-02.1 with the following:*

31

32 This work shall consist of all work associated with removing and relocating all materials and  
33 structures noted on the Plans and Special Provisions for which a specific Bid item has not  
34 been provided in the Proposal, as well as any other materials not noted for removal, but  
35 necessary for the construction of this project. Specifically, the following items shall be  
36 included under “Removal of Structure and Obstruction”:

37

- 38     ▪ Abandon in place or remove and dispose of storm drain piping.
- 39     ▪ Remove catch basin, salvage castings, and dispose of structure.
- 40     ▪ Remove and dispose of sidewalk and curbs.
- 41     ▪ Clearing and Grubbing (stumps, trees, shrubs, vegetation, etc.) as defined under
- 42     Section 2-01.
- 43     ▪ Removal and modifications of fencing.
- 44     ▪ Removal of all other items not listed above, but listed on the Grading Plan sheets, for
- 45     which a separate Bid item has not been provided in the Proposal.
- 46     ▪ Removal of driveway for Fife High School at station 17+52.17, RT
- 47     ▪ Removal of residential driveway at station 11+62.68, RT
- 48     ▪ Remove of miscellaneous plastic and painted traffic markings

49

50 In general the Contractor shall remove/dispose of or abandon existing items that are in  
51 conflict with the proposed improvements.

52

1 Voids left by removal of items shall be backfilled with Common Borrow and compacted to 95  
2 percent of maximum dry density per Section 2-03.3(14).  
3  
4 (October 25, 1999)  
5 Sidewalk removal will be measured by the square yard.  
6  
7 **Payment**  
8  
9 Section 2-02.5 is supplemented with the following:  
10  
11 (November 3, 1999)  
12 "Removing \*\*\* Cement Conc. \*\*\* Sidewalk", per square yard.  
13  
14  
15 "Removal of Structure and Obstruction", lump sum.  
16  
17 All items noted for removal, abandonment, or relocation on the Contract Plans to which other  
18 specific Bid items do not apply shall be included in the lump sum Bid item "Removal of  
19 Structure and Obstruction" including, but not limited to, the items shown on the Plans and  
20 specified herein. Demolition, haul, and disposal of all structures and materials to which this  
21 Bid item applies shall also be considered incidental.  
22  
23 ***Embankment Construction***  
24  
25 **Compacting Earth Embankments**  
26  
27 Section 2-03.3(14)C is supplemented with the following:  
28  
29 (March 13, 1995)  
30 All embankments, except waste embankments, shall be compacted using  
31 Method A.  
32  
33 **2-11 TRIMMING AND CLEANUP**  
34 **2-11.1 Description**  
35 *This section is to be supplemented with the following:*  
36  
37 During construction, and then upon completion of the work, the Contractor shall thoroughly  
38 comb and search the surrounding area and remove any construction material thrown or  
39 discarded amongst the trees, bushes, ditches, etc., such as paint cans, cartons, broken pipe,  
40 pavement pieces, paper, bottles, etc., and shall tidy up the surrounding general area to  
41 make it neat in appearance, including removal of debris that may or may not have been  
42 deposited by Contractor's operation. Paved street surfaces, existing and new, shall be  
43 thoroughly cleaned with a vacuum type street sweeper upon completion of work within the  
44 area, and shall require daily cleaning if dust or mud exists. Prior to job acceptance, all  
45 streets shall be cleaned.  
46  
47

1 **2-11.3 Construction Requirements**

2 *Add the following sub-sections:*

3

4 **2-11.3(1) Routine Cleaning**

5

6 **General**

7

- 8 1. Retain all stored materials and equipment in an orderly fashion allowing
- 9 maximum access, not impeding drainage or traffic, and providing protection.
- 10
- 11 2. Do not allow the accumulation of scrap, debris, waste material, and other items
- 12 not required for this work.
- 13
- 14 3. At least twice each month, and more often if necessary or as directed by the
- 15 Construction Inspector, the Contractor shall completely remove all scrap, debris,
- 16 and waste material from the project site.
- 17
- 18 4. Provide adequate storage for all materials awaiting removal from the project site,
- 19 observing all requirements for fire protection and protection of the environment.
- 20

20

21 **Site**

22

- 23 1. Daily and more often if necessary or as directed, inspect the site and pick up all
- 24 scrap, debris, and waste material. Remove all such items to the place designated for
- 25 their storage until it can be disposed of.
- 26
- 27 2. Weekly and more often if necessary or directed, inspect all arrangements of
- 28 materials stored on the site, restack, tidy, or otherwise service all arrangements to
- 29 meet the requirements above.
- 30
- 31 3. Maintain the site in a neat and orderly condition at all times so as to meet the
- 32 approval of the Owner.
- 33

33

34 **Grass Restoration**

35 All disturbed areas with bare soil, lawns, and fields shall be restored with topsoil type C and

36 sod as described in Section 8-02 of the Standard Specifications.

37

38 **Ditch Restoration**

39 Where existing ditch lines are disturbed the ditch shall be restored with native soils. The area

40 above the water surface shall be restored with sod as described in Section 8-02 of the

41 Standard Specifications.

42

43 **Fence Restoration**

44 Where existing fence are disturbed they shall be reinstalled to match existing using the

45 existing materials. Existing fence materials damaged by the Contractor shall be replaced to

46 match existing at no extra cost to the Owner.

47

48 **The Lakes at Fife Median**

49 The contractor shall remove and protect the existing rocks in the median in the Lakes at Fife

50 entrance during the project, and replace them after the HMA paving is completed.

51

1 **2-11.3(1) Final Cleaning**

2

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

5

6 **2-11.5 Payment**

7 *Supplement this section with the following:*

8

9 The lump sum Bid item for “Trimming and Cleanup” shall be full payment for all  
10 equipment, labor, tools, and materials required to complete all work described within  
11 these Special Provisions and under Section 2-11 of the Standard Specifications.

12

13

14 **Division 7**  
15 **Drainage Structures, Storm Sewers, Sanitary**  
16 **Sewers, Water Mains, and Conduits**

17 **Construction Requirements**

18

19 Section 7-08.3(4) is supplemented with the following:

20

21 Trenches shall be restored per the City of Fife “Utility Patch Detail for all Utility Road Cuts  
22 Figure 1”

23

24 **Measurement**

25

26 Section 7-02.4 is supplemented with the following:

27

28 Trench Restoration shall be measured per linear foot along the surface of the restoration.

29

30 **Payment**

31

32 Section 7-02.5 is supplemented with the following:

33

34 Section 7-02.5 is supplemented with the following:

35

36 “Trench Restoration”, per linear foot shall be full pay for all costs associated with complying  
37 to the City of Fife “Utility Patch Detail for all Utility Road Cuts Figure 1” including HMA,  
38 CSBC, and Gravel Base. Material below the gravel base will be paid and placed per section  
39 7-08.

40

41

42 **Division 8**  
43 **Miscellaneous Construction**

44

45 **Erosion Control and Water Pollution Control**

46

47 ***Seeding, Fertilizing and Mulching***

48

49 Section 8-01.3(2)B is supplemented with the following:

50

51 (January 3, 2006)

1 Grass seed shall be a commercially prepared mix, made up of low growing  
2 species which will grow without irrigation at the project location, and approved  
3 by the Engineer. The application rate shall be two pounds per 1000 square  
4 feet.

5  
6 (January 3, 2006)  
7 Fertilizer shall be a commercially prepared mix of 10-20-20 and shall be  
8 applied at the rate of 10 pounds per 1000 square feet.  
9

## 10 **Roadside Restoration**

### 11 **Materials**

12  
13 (\*\*\*\*\*)

#### 14 **Contracting Agency-Supplied Materials**

15 The Contracting Agency will supply the following materials for the "Root Barrier."

16  
17 200 Linear feet

18  
19 The Contractor shall notify the Engineer (3) working days in advance of the date  
20 Contracting agency-supplied materials are required.

21  
22  
23 Contracting Agency Supplied materials will be available for pickup at:

24  
25 Contact:  
26  
27 City of Fife Public works Office  
28 (253) 922-9315  
29 3725 Pacific Hwy E.  
30 Fife, WA 98424  
31

### 32 **Measurement**

33  
34 (\*\*\*\*\*)

35  
36 Topsoil will be measured by the cubic yard.  
37

### 38 **Payment**

39  
40 Section 8-02.5 is supplemented with the following:  
41

42 (\*\*\*\*\*)

43 "Topsoil Type \_\_\_\_", per cubic yard.

44  
45 The unit Contract price per square yard for "Topsoil Type \_\_\_\_" shall be full pay for all  
46 costs for the specified Work.  
47

1 **Curbs, Gutters and Spillways**

2

3 **Payment**

4

5 Section 8-04.5 is supplemented with the following:

6

7 (\*\*\*\*\*)

8

9 The unit contract price for all curb regardless of materials, shall be full pay for all costs for  
10 equipment, labor and materials, including, but not limited to, saw cutting, pavement and  
11 concrete removal, excavation or grading, haul, form work, furnishing and installing crushed  
12 surfacing top coarse (or sand), compaction, cement concrete, finishing, curing, roadway  
13 patching, and for restoration of areas disturbed by construction to a condition consistent with  
14 the pre-construction conditions.

15

16

17 *Add the following new section:*

18

19 **8-05 MISCELLANEOUS WORK**

20 **8-05.1 Description**

21 This work shall consist of providing miscellaneous construction and documentation as  
22 described herein.

23

24 **8-05.3 Construction Requirements**

25

26 **8-05.3(3) Potholing**

27 Potholing has been included in the Proposal for the use in the determination of the location  
28 of existing utilities in advance of the Contractor's operations. The Engineer shall approve all  
29 potholing requests from the Contractor prior to potholing. Additionally, the Contractor shall  
30 provide potholes at Engineer's request. The Contractor shall review the utility markings in the  
31 field after construction staking has been provided but prior to starting of installation of and  
32 utilities. When potholing is performed the Contractor shall:

33

- 34 1. Receive prior approval from the Engineer for the location of the proposed
- 35 pothole.
- 36 2. Contact on-call utility services prior to performing pot holes.
- 37 3. Excavate down to the existing utility.
- 38 4. Record the horizontal (station and offset) and vertical location (elevation) of the
- 39 found utility.
- 40 5. Provide the Engineer information showing the location of the existing utility and
- 41 location of the proposed utility. Survey information to be obtained shall include
- 42 station and offset to center of utility and elevation at top of utility. Stations, offsets
- 43 and elevations shall be to the nearest 0.1 foot unless greater accuracy is
- 44 required.
- 45 6. Potholes shall be backfilled with CSBC compacted to 95% of max dry density. In
- 46 areas subject to public traffic, the HMA patch shall match the depth of the
- 47 surrounding pavement. Should a conflict exist, the Contractor shall notify the
- 48 Engineer in as soon as possible. The Engineer will provide a revised design

1 within seven (7) working days upon the receipt of the written notification of a  
2 utility conflict.

3  
4 It is the Contractor's responsibility to complete pot holing in advance to avoid an impact to  
5 the contractors schedule.  
6

7  
8 **8-05.3(4) Resolution of Utility Conflicts**  
9

10 **Description**

11 This work involves the identification and resolution of utility conflicts not identified in the  
12 plans between proposed improvements and existing utilities. The Contracting Agency will  
13 pay these costs by force account if the work proves to be acceptable and the Contractor had  
14 performed the work with the authority of and due notice to the Engineer.  
15

16 Utility conflicts discovered during construction will typically be addressed by adjusting the  
17 location of the proposed improvement that is in conflict with the existing utility. Should  
18 existing conditions and/or proposed improvements prohibit relocation of the new  
19 improvements, then the existing, conflicting utility will be relocated.  
20

21 In the event that a conflict arises between the proposed improvements and an existing utility,  
22 the Resolution of Utility Conflicts item will compensate the Contractor for standby time and  
23 additional work in the following manner:  
24

- 25 1. Standby time resulting from existing utility conflicts
- 26 a. Standby time is defined as time the Contractor is unable to proceed with  
27 progression of a specific work item (i.e. storm drainage, Water Main etc.)  
28 due to conflicts with existing facilities. However, payment for standby time  
29 shall be limited to:
- 30
- 31 i. For each agreed upon conflict, a maximum of four (4) hours of  
32 standby time will be paid for actual delay of labor and equipment  
33 due to a utility conflict. The Contractor shall be responsible to  
34 adjust his work schedule and/or reassign his work forces and  
35 equipment to other areas of work to minimize standby time.  
36
- 37 ii. If the conflict is resolved within one (1) hour of notification to the  
38 Engineer, no standby time will be paid.  
39
- 40 2. Additional work required to resolve utility conflicts will be paid for at the bid unit  
41 prices for the associated work. Work that can be measured and paid for at the  
42 unit contract prices shall not be identified as force account work. This work  
43 includes but is not limited to:
- 44
- 45 a. Storm drainage manhole, pipe, vault, and conduit realignments of line  
46 and/or grade for the storm drain and undergrounding of overhead utilities,  
47 to avoid existing utility conflicts.  
48
- 49 b. Additional storm drainage manholes, pipe, vaults, and conduit required  
50 by a change in alignment, and/or grade, not exceeding the limits set in  
51 section 1- 04.4 of the Standard Specifications.  
52

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52

**8-05.4 Measurement**

“Potholing” will be measured per each.

Should the Contractor perform a “Pothole” in a location not approved by the Engineer, no measurement for payment will be made. Instead it will be considered for the sole convenience and benefit of the Contractor. Should a conflict, as determined by the Engineer, be found it will be measured and paid for under this item.

Potholing will only be measured for payment when all of the items described in Special Provision 8-05.3(5), above, have been completed.

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

**8-05.5 Payment**

“Potholing”, per each.

The unit Contract price for “Potholing” per each shall be full compensation for all equipment, tools, labor, and materials required to complete the potholing including, but not limited to, review of the site, recording horizontal and vertical locations of existing utilities in relationship to the proposed utilities, excavation, trench backfill and compaction, and temporary restoration of the excavated area. This unit price shall also include the cost for rescheduling work as required to allow the Engineer up the seven (7) working days to issue any design modifications that may be necessary.

For the purposes of bidding equality, the Contracting Agency has furnished an estimated quantity for Potholing. Actual payment for this work, if necessary, will be made only for the actual amount of work performed as authorized and deemed necessary by the Engineer and may differ greatly from the estimated amount provided.

All costs associated with maintaining and submitting Record Drawings shall be considered incidental to and included in other various Bid items.

All costs associated with preconstruction photographs shall be considered incidental and included in the various Bid items and no additional payment will be made.

"Resolution of Utility Conflicts" force account.

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

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

1 For the purposes of bidding equality, the Contracting Agency has furnished an estimated  
2 quantity for this item of work. Actual payment for this work, if necessary, will be made only for  
3 the actual amount of work performed as authorized and deemed necessary by the Engineer  
4 and may differ greatly from the estimated amount provided.  
5  
6