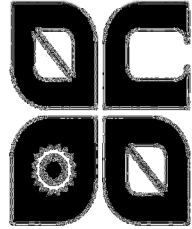


CITY OF FIFE



CONTRACT PROVISIONS

For

**4th Street East Restoration and
Waterline**

WHPacific
August 2013

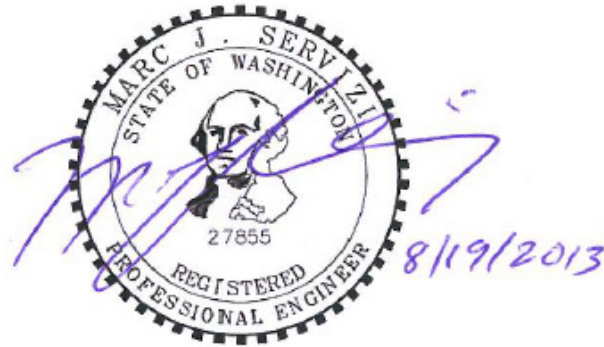
CITY OF FIFE, WASHINGTON

4th Street East Restoration and Waterline

The engineering material and data contained in these Contract Documents was prepared under the supervision and direction of the undersigned, whose seal as registered professional engineer is affixed below.



Engineer's Seal for Schedule A



Engineer's Seal for Schedule B

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**INVITATION FOR BIDS
SMALL WORKS ROSTER**

Notice is hereby given that sealed bids will be received by the City of Fife City Hall up to the hour of 2:00 p.m. on September 3, 2013, for the City of Fife's **4th Street East Restoration and Waterline** project and will then be opened and publicly read.

Improvements to be included within this Project are as follows:

This project improves approximately 1,280 linear feet of **4th Ave East from 54th Avenue East to the Trail Head Parking at Hylebos Creek**. Work includes pulverization of the existing pavement, placement of 8 and 12 inch diameter ductile iron water line, placement of fire hydrants, grading and compaction of the pulverized roadway material and paving with Hot Mix Asphalt (HMA). Work also includes grading and paving the Hylebos Trail Head Parking lot. All work shall be in accordance with the Contract Documents, City of Fife Standards, and WSDOT 2012 Standard Specifications. Bidders can make an appointment to review the required work on-site prior to bid and make their own assessment of the total work required; contacts are listed below.

Pierce County prevailing wage requirements are in effect.

Bid proposals will be received only at City Hall located at **5411 23rd Street East, Fife, Washington**. Proposals received after **2:00 p.m.**, on September 3, 2013, will not be considered.

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

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

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

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

No Bidder may withdraw his proposal after **2:00 p.m., September 3, 2013** or before award of Contract, unless said award is delayed for a period exceeding sixty (60) days.

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

Carol Etgen
City Clerk

INSTRUCTION TO BIDDERS

I. Execution of Contract

A. Execution of Contract:

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

B. Performance Bond/Payment Bond:

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

C. Contract Insurance:

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

II. Legal Wages on Public Works

A. Statement of Intent to Pay Prevailing Wages:

1. The Contractor shall submit a Statement for the Contractor and each and every subcontractor to the Industrial Statistician of the Department of Labor and Industries for approval. A \$25.00 fee payable to the Department of Labor and Industries shall be included for each statement submitted. Should force account work be authorized by the City, the Contractor shall, at his/her own expense, provide the City with a new statement of Intent to Pay Prevailing Wages if any changes have occurred since the issuance of the original Intent to Pay Prevailing Wages was filed.
2. For contracts in excess of \$10,000, the Contractor shall post in a location readily visible to workers at the job site:
 - a. A copy of the approved statement of Intent to Pay Prevailing Wages (Labor and Industries [L & I] Form F700-029-000).

- b. The address and telephone number of the Industrial Statistician of the Department of Labor and Industries.
 3. The statement of Intent to Pay Prevailing Wages shall include the Contractor's registration certificate number or UBI number and prevailing rate of wage for each classification of workers entitled to prevailing wages. Self-employed or owner/operator contractors or subcontractors who perform the actual work will be required to submit a statement regardless of the method of payment.
- B. Affidavit of Wages Paid: Following final acceptance of the Project, the Contractor shall submit, for the Contractor and each and every subcontractor, an Affidavit of Wages Paid (L & I Form F700-007-000) form to the Industrial Statistician of the Department of Labor and Industries for approval. A \$25.00 fee payable to the Department of Labor and Industries shall be included for each statement submitted. Self-employed or owner/operator contractors or subcontractors who perform the actual work will be required to submit an affidavit regardless of the method of payment.

BIDDER'S CHECKLIST

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

1. Proposal, certify receipt of addenda (if any) in the space provided in the second paragraph.
2. Noncollusion Certificate, notary required.
3. Certificate as to Corporate Principal, notary required.
4. Bid Bond Form, attach Power of Attorney.

Proposal

City of Fife -Project: **4th Street East Restoration and Waterline**
5411 23rd Street E
Fife, Washington 98424 Date: _____

Total Bid Amount Including Tax: \$ _____

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

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

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

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

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

The Bidder understands that the Owner reserves the right to reject any and all proposals, as well as increase or decrease the scope of work, in accordance with **Section 1-04 of the 2012 WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction.**

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

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

PROPOSAL
City of Fife
4th Street East Restoration and Waterline

Note: Unit Prices for all items, all extensions, and total amount of bid shall be shown.
 All entries must be typed or entered in ink.

BID SCHEDULE A					Proposal	
SPEC. SECT.	ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST
1-04.4(1)	A1	Minor Changes	1	EST	\$5,000.00	\$5,000.00
1-09.7	A2	Mobilization	1	LS		
1-10 SP	A3	Project Temporary Traffic Control	1	LS		
2-02.3(3) SP	A4	Sawcutting	214	LF		
2-06 SP	A5	Roadway Pulverization and Grading	2,650	SY		
2-03	A6	Roadway Excavation Including Haul	28	CY		
4-04	A7	Crushed Surfacing Top Course	650	TON		
5-04 SP	A8	HMA CL. 1/2" PG 64-22	355	TON		
7-05	A9	Adjust Manhole	4	EA		
8-01.3 SP	A10	Erosion/Water Pollution Control	1	EST	\$2,000.00	\$2,000.00
8-01.3(2) SP	A11	Seeding, Fertilizing, and Mulching	1	LS		
8-02.3(4) SP	A12	Topsoil Type A	25	CY		
8-22	A13	Plastic Stop Line	50	LF		
8-13 SP	A14	Monument Case, Cover and Bronze Plug	1	EA		
8-05.3 SP	A15	55th Ave E Radius Improvement	1	LS		
8-22	A16	Paint Line	1,280	LF		
Schedule A Total						

BID SCHEDULE B Water					Proposal	
SPEC. SECT.	ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST
1-09.6 SP	B1	Minor Changes	1	EST	\$3,000.00	\$3,000.00
1-09.7	B2	Mobilization	1	LS		
1-10 SP	B3	Project Temporary Traffic Control	1	LS		
5-04 SP	B4	HMA CL. 1/2" PG 64-22	95	TON		
7-08	B5	Shoring or Extra Excavation Class B	1,000	SF		
7-09 SP	B6	Class 50 Ductile Iron Pipe for Water Main 8 in. Diam.	558	LF		
7-09 SP	B7	Class 50 Ductile Iron Pipe for Water Main 12 in. Diam.	827	LF		
7-12 SP	B8	Gate Valve 8 In.	7	EA		
7-12 SP	B9	Gate Valve 12 In.	5	EA		
7-14 SP	B10	Hydrant Assembly	3	EA		
7-15 SP	B11	Service Connections 3/4 In. Diam.	20	EA		
7-15 SP	B12	Sampling Station	1	EA		
8-01	B13	Erosion/Water Pollution Control	1	EST	\$1,500.00	\$1,500.00

Schedule B SUBTOTAL

Sales Tax 9.4%

Schedule

B Total

Project Totals

Total Schedule A Restoration

Total Schedule B Water with Sales Tax

Project Total Bid

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

By: _____

Title: _____

State of: _____

County of: _____

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

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

(Notary Public)

My commission expires: _____, _____.

BID BOND FORM

Herewith find deposit in the form of a certified check, cashier's check, cash or bid bond, in the amount of \$ _____ (\$ _____),

which is not less than five percent (5%) of the total bid.

Sign here _____

BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

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

The condition of this obligation is such that if the Obligee shall make any award to the Principal for the 4th Street East Restoration and Waterline according to the terms of the proposal or bid made by the Principal thereto, and the Principal shall duly make and enter into a Contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

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

Principal

Surety

Note: Power of Attorney shall be attached.

Attorney in Fact

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

Bond No.: _____

Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically. If any part of the contract requires work that does not include a description of how the work will be performed, the work shall be performed in accordance with standard trade practices.

2. Date of Commencement and Substantial Completion Date. The Contractor shall complete the Project within **20 working days** from the Notice to Proceed (“Completion Date

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

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

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

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

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

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

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

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

8. Trench Excavation Safety. Contractor shall provide adequate safety systems for trench excavation that meets all requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW.

9. Termination of Contract. This Contract may be terminated by Owner at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and

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

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

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

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

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

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

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

OWNER:
CITY OF FIFE

CONTRACTOR:

By: _____
David K. Zabell, City Manager

By: _____

Date: _____

Name: _____

Approved as to form:

Title: _____

Date: _____

Gregory F. Amann
Assistance City Attorney

PERFORMANCE & PAYMENT BOND WITH GUARANTY

Name of Project: **4th Street East Restoration and Waterline**

Contractor (Principal) _____

Project/Contract # _____

Surety _____

Bond Amount \$ _____

Bond # _____

1. Date and Parties

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

2. General Recitals

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

4th Street East Restoration and Waterline

(the "Work").

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

3. Bond Amount

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

4. Agreement to Perform

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

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

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

5. Indemnity Agreement

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

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

6. Obligation of Surety

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

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

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

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

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

7. Address for Notices

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

Principal:

Surety:

Name

Name

Street address

Street address

City, State and zip code

City, state and zip code

Facsimile number

Facsimile number

8. Default

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

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

C. If the amount of the Bond is inadequate to pay for City Costs, either because the City Costs exceed the Bond amounts or the Surety is no longer solvent or fails to timely tender the appropriate amount, then the City shall forthwith notify the Principal and he shall tender the deficiency to the City within five days of said notification. If the City commences legal action to collect said deficiency then the prevailing party in said legal action shall be entitled to judgment for their

reasonable costs and attorney fees incurred therein. Each Principal is jointly and severally liable for the obligations set forth herein.

9. Action by Claimants.

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

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

10. Modification.

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

11. Governing Law--Venue.

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

PRINCIPAL:

SURETY:

By: _____

By: _____

Title _____

Title _____

PRINCIPAL:

Accepted by the City this ____ day of

By: _____

_____, 20__.

Title _____

By: _____

Title _____

[Power of attorney must be attached to Bond]

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(July 31, 2007 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2012 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

(May 18, 2007 APWA GSP)

(August 7, 2006 WSDOT GSP)

(April 2, 2007 2 GSP)

Also incorporated into the Contract Documents by reference are:

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

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

DIVISION 1

GENERAL REQUIREMENTS

DESCRIPTION OF WORK

This Contract improves approximately 1,280 linear feet of 4th Street East from 54th Avenue East to the Trail Head Parking lot at Hylebos Creek. Work includes pulverization of the existing pavement, placement of 8 and 12 inch diameter ductile iron water line, placement of fire hydrants, accommodations for water service connections, grading and compaction of the pulverized roadway material, placement of CSTC and paving with Hot Mix Asphalt (HMA). Work also includes grading and paving the Hylebos Trail Head Parking lot.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(March 8, 2013 APWA GSP)

The definition for "Bid Documents" is revised to read:

The component parts of the proposed Contract which may include, but are not limited to, the Proposal Form, the proposed Contract Provisions, the proposed Contract Plans, Addenda, and for projects with Contracting Agency subsurface investigations, the Summary of Geotechnical Conditions and subsurface boring logs. The City of Fife has the following geotechnical reports at the Public Works Office; see contact below, for review.

Geotechnical and Pavement Engineering Report
City of Fife – 2002 Overlay Program
City of Fife, Washington
Prepared by: HWA Geosciences for Parametrix
July 24, 2002

Ken Gill, P.E.
Assistant City Engineer
City of Fife, Public Works Department
3725 Pacific Highway East
Fife, WA 98424
(253) 922-9315

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

All references to "final contract voucher certification" shall be interpreted to mean the final payment form established by the Contracting Agency.

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

Additive

Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for "Contract".

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.4(2) Subsurface Information

This section is to be supplemented with the following:

See Special Provision 1-01.3 under revisions to "Bid Documents".

1-02.5 Proposal Forms

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

1-02.6 Preparation of Proposal

(June 27, 2011 APWA GSP)

Supplement the second paragraph with the following:

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

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

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner. A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

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

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

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

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

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

1-02.9 Delivery of Proposal

(August 15, 2012 APWA GSP, Option A)

Delete this section and replace it with the following:

Each proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

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

1-02.13 Irregular Proposals

(March 13, 2012 APWA GSP)

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;

- b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
- c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
- d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
- e. A price per unit cannot be determined from the Bid Proposal;
- f. The Proposal form is not properly executed;
- g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
- h. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- i. More than one proposal is submitted for the same project from a Bidder under the same or different names.

1-02.14 Disqualification of Bidders

(March 25, 2009 APWA GSP, Option A; may not be used on FHWA-funded projects)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all responsibility criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency's determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

1-02.15 Pre Award Information

(October 1, 2005 APWA GSP)

Revise this section to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. A copy of State of Washington Contractor's Registration, or

8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency. Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 20 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.7 Judicial Review

The last sentence is deleted and replaced with the following:

Such review, if any, shall be timely filed in Pierce County Superior Court.

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes

This section is to be supplemented with the following:

Hylebos Creek Trail Head Parking Lot

The Contractor shall provide the City 5 working days of notice ahead of their activities to place CSTC for the Hylebos Creek Trail head parking lot. The City will place subgrade hubs to the top of CSTC for grade control and establishment of the parking lot perimeter.

Reference

The Contractor is responsible for referencing the utilities within the limits of the pulverization and paving. In the event of paving over utilities such as sewer frame and grates, these references will be used by the Contractor such that utilities can be easily found with minimal re-cutting of new Hot Mix Asphalt for the adjustment of said features.

Construction Centerline

Plan Sheets C3 and C4 shows a Construction Centerline with Station 0+00 at the curb return of 54th Ave East. It is not necessary to stake the Construction Centerline. The Contractor and City will mark the limits of the pulverization and full depth reclamation together in the field.

Waterline Staking

The waterline centerline placement on 4th Street East falls 2-ft within the roadway prism from the south edge of existing pavement. Prior to pulverization, the Contractor will place offset hubs to center of waterline. Plan Sheets C5 and C6 shows the approximate location of the waterline laterals going up 55th, 56th, 57th, and 58th Avenue East as well as the hydrant locations. The staking as described above is expected to maintain at least 5 feet of separation between the edge of the water line and edge of existing sanitary sewer. The Contractor and the City will review and if necessary adjust the staked alignment of the 4th Street East waterline to accommodate the 5 feet minimum separation. The Contractor and the City will also work together on the best fit for staking the hydrants, aforementioned laterals and service connections.

1-05.4(2) Payment

All work as described herein shall be incidental and included amongst the proposal bid items.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from

monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder. Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.12 Final Acceptance

Supplement this section with the following:

The Owner reserves the right to use and occupy any portion of the improvements which have been completed sufficiently to permit use and occupancy, and such use and occupancy shall not be construed as an acceptance of the work as a whole or any part thereof. Any claims, which the Owner may have against the Contractor, shall not be deemed to have been waived by such use and occupancy.

Final acceptance is the date the Fife City Council accepts the work for its intended use. The Owner, upon Final Acceptance, will prepare a Certificate of Completion. Final Acceptance shall constitute the starting date of the applicable warranties or guarantees required in Section 1-05.10(1) in these Amendments to the Standard Specifications.

Final acceptance shall not constitute acceptance of any unauthorized or defective work or material, nor shall progress estimates be construed as acceptance of any work under this Contract. The Owner shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or recovering damages for any defective work or materials.

The Contractor agrees that neither completion nor Final Acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Contracting Agency against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower tier subcontractors) to pay all laborers, mechanics, subcontractors, material persons, or any other person who provides labor, supplies, or provisions for carrying out the work, or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

1-05.15 Method of Serving Notice

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

Add the following new section:

1-05.17 Oral Agreements

(October 1, 2005 APWA GSP)

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

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA). The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

1-07.7 Load Limits

Section 1-07.7 is supplemented with the following:

(March 13, 1995)

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

1-07.13(4) Repair of Damage

Section 1-07.13(4) is revised to read:

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

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

The Contractor shall maintain operational service to all public utilities in as continuous a manner as possible. Where services are to be shut down, Contractor shall notify affected parties in writing a minimum of 3 working days in advance of the time and period of shutdown. Contractor shall make every effort to schedule shutdowns to periods of anticipated minimum usage. No utility will be allowed to be shut down for more than 6 hours per day.

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

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

The following telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

Buried Cable Locating Assistance	(800) 424-5555
Tacoma Public Utilities	(253) 502-8292
Century Link	(253) 709-6591
Puget Sound Energy	(800) 321-4123
City of Fife Public Works Department	(253) 922-9315

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

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

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 24, 2011 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The insurance policies shall contain a "cross liability" provision.
- E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.
- F. The Contractor shall provide the Contracting Agency and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.
- I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

- the City of Fife and its officers, elected officials, employees, agents, and volunteers

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

1-07.18(3) Subcontractors

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

1-07.18(4) Evidence of Insurance

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

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

1-07.18(5) Coverage's and Limits

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

1-07.18(5) A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

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

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate

\$2,000,000	Personal & Advertising Injury, each offence
Stop Gap / Employers' Liability	
\$2,000,000	Each Accident
\$2,000,000	Disease - Policy Limit
\$2,000,000	Disease - Each Employee

1-07.18(5)B Automobile Liability

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

\$1,000,000 combined single limit

1-07.18(5)C Workers' Compensation

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

1-07.23(2) Construction and Maintenance of Detours

This section is to be supplemented with the following:

No detours will be allowed, a minimum of one lane alternating traffic must be maintained at all times.

1-07.24 Rights of Way

(October 1, 2005 APWA GSP)

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

No right-of-way limits are shown on the Plans. The Contractor's construction activities shall be confined within the work areas shown in the plans, unless arrangements for use of private property are made.

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs.

However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

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

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

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

Add the following new section:

1-08.0(2) Hours of Work

(May 25, 2006 APWA GSP)

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

If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00 a.m. or after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer for permission to work such times. Permission to work longer than an 8-hour period between 7:00 a.m. and 6:00 p.m. is not required. Such requests shall be submitted to the Engineer no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

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

Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to: requiring the Engineer or such assistants as the Engineer may deem necessary to be present during the work; requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency employees who worked during such times. The City will consider the work performed on Saturdays, Sundays, and holidays as working days with regards to the contract time; and considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period. Contracting Agency employees may include, but are not limited to, survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.

1-08.4 Notice to Proceed and Prosecution of the Work

Delete this Section and replace with the following:

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

1-08.5 Time for Completion

(June 28, 2007 APWA GSP, Option A)

Section 1-08.5 is supplemented with the following:

This project shall be physically completed within **20 working days**

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date. Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week, the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in

sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor elects to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Material Acceptance Certification Documents
 - c. Final Contract Voucher Certification
 - e. Property owner releases per Section 1-07.24

1-09 MEASUREMENTS 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 the Engineer.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1(2) Description

Section 1-10.1(2) is supplemented with the following:

One lane alternating traffic shall be maintained at all times during construction. Access for residents, garbage and mail delivery shall be maintained at all times. Detours will not be approved. The contractor shall provide a traffic control plan showing the locations of Signs, Traffic Control Personal, and work zones. All temporary traffic control shall comply with the current addition of the MUTCD. The Contractor is allowed to submit, for City review and approval, WSDOT Standard K-plans for traffic control as long as the plans are relevant to this contract's special provisions.

During all periods where no construction activities are occurring and all non-working hours two-way traffic shall be maintained.

The Contractor shall grade and compact the pulverized material in the traffic lanes at the end of each working day prior to opening to traffic. For the temporary pulverized driving surface be left over the weekends, the Contractor should anticipate that the pulverized surface will require grading to remove pot holes at least one time during the weekend and more often should complaints about the condition of the roadway be received by the City. Should the

Contractor fail to provide adequate maintenance of temporary driving surfaces the City will complete the work or hire an outside contractor to do so and deduct the cost from monies due to the Contractor.

1-10.2 Traffic Management

Section 1-10.2(1) is supplemented with the following:
(December 1, 2008)

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

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

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

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

DIVISION 2

EARTHWORK

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

This section is to be supplemented with the following:

All sawcutting needed in existing asphalt pavement for the waterline shall be included and incidental to the waterline items of Schedule B; otherwise, as designated in the plans, existing Hot Mix Asphalt (HMA) pavement shall be saw-cut before commencing with excavation and/or pulverization. All cuts shall be continuous, and shall be made with saws specifically equipped for this purpose. No skip cutting will be allowed. The existing asphalt within the project limits varies up to 4 inches. See Section 5-04.3(5)A of these special provisions for other relative information regarding sawcutting.

2-02.4 Measurement

Supplement this section with the following:

Sawcutting will be measured by the lineal foot

2-02.5 Payment

Supplement this section with the following:

"Sawcutting" per lineal foot shall be full compensation for all labor, equipment and material necessary to perform full depth sawcuts at locations shown within the Contract Plans.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.3 Construction Requirements

2-03.3(7) Disposal of Surplus Material

This section is to be supplemented with the following:

The Contractor shall haul all excavated material off site and dispose of it at a legal disposal site unless directed otherwise by the Engineer. Excavated material from the project shall not be used for embankments or other project-related construction unless specifically authorized by the Engineer. Disposal of surplus material shall be considered incidental to the project and as such, included in the various unit prices bid in the Proposal.

2-04 HAUL

2-04.2 Hauling on Routes Other Than State Highways

The following section replaces the vacant section 2-04.2:

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

2-04.5 Payment

This section is to be supplemented with the following:

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

2-06 Subgrade Preparation

2-06.1 Description

Supplement this section with the following:

Complete in-place roadway pulverization and grading shall be done within the limits shown in the Contract Plans. The contractor shall pulverize the existing roadway to a minimum depth of four inches including existing Hot Mix Asphalt (HMA) materials. After pulverization, all material shall pass through a 1-1/2" Sieve opening. The Contractor shall grade the entire subgrade to a uniform surface with a crown in the center and cross slopes of between 1.5% to 2.5% as necessary to match side streets and driveways. No compaction density tests will be performed on the pulverized subgrade. The Contractor shall compact the pulverized subgrade with a 10-Ton vibratory roller with a 5 pass minimum rolling pattern. The Engineer will observe the rolling pattern and accept the compacted pulverized sub-grade based upon the required number of passes and no visible deflection of the pulverized material during compaction efforts.

2-06.5 Measurement and Payment

Supplement this section with the following:

Measurement

Roadway Pulverization and Grading will be measured by the square yard.

Payment

“Roadway Pulverization and Grading”, per square yard shall be full pay for all tools, labor and equipment necessary to perform the work.

DIVISION 4

BASES

4-04 Ballast and Crushed Surfacing

4-04.1 Descriptions

Supplement this section with the following:

The Contractor will place CSTC from the edge of the new HMA driveway aprons to match existing gravel driveways. There are up to ten gravel driveways within the project limits that will require this transition CSTC.

DIVISION 5

SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

5-04.1 Description

This section is to be supplemented with the following:

There are approximately twenty driveways within the project limits. Each driveway shall have an asphalt apron constructed by extending the wing of the paver up to 3-ft during the mainline paving.

5-04.2 Materials

This section is to be supplemented with the following:

HMA shall be CL. ½” PG 64-22, ESAL’s <0.3 Million.

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

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

5-04.3(5) Conditioning of Existing Surface

5-04.3(5)A Preparation of Existing Surfaces

This section is to be supplemented with the following:

New Hot Mix Asphalt (HMA) pavement will match adjacent HMA at sawcut locations shown in the plans. If the edges of existing remaining pavement at the sawcuts become broken,

uneven, or jagged prior to placement of new HMA abutting those edges, the existing pavement shall be re-sawcut to provide a smooth, even edge prior for the placement of the new HMA. Sawcut measurement will only be once, if additional sawcutting is required due to the Contractor's neglect to maintain a smooth un-raveling edge, it shall be done at the Contractor's expense.

5-04.3(7) Preparation of Aggregates

5-04.3(7)A Mix Design

This section is deleted and replaced with the following:

The Agency will accept a WSDOT approved HMA Cl. 1/2" PG64-22 mix design used on a WSDOT project provided approval is in the same construction season as this 4th Street East Restoration and Waterline project.

5-04.3(8)A Acceptance Sampling and Testing

This section is deleted and replaced with the following:

Acceptance will be based upon a Manufacturer's Certificate of Compliance stating that the material meets the requirements in the contract. Acceptance may also be based upon up to five compaction tests and one test to verify gradation, fracture, sand equivalent, and oil content.

5-04.3(10) Compaction

5-04.3(10)B Control

This section is to be supplemented with the following:

Asphalt shall be compacted to 91 percent of maximum density as determined by WSDOT Test Method 705. Compaction tests will be performed by a testing laboratory contracted by the Owner.

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

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

5-04.5(1) Quality Assurance Price Adjustments

5-04.5(1)A Price Adjustments for Quality HMA Mixture

Delete this section and replace it with the following:

All asphalt concrete pavement used on this project shall be accepted under Commercial Evaluation.

A pay factor will be calculated for sieves listed in Section 9-03.8(7) for the class of HMA and for the asphalt binder.

1. Nonstatistical Evaluation. Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit contract price with no further evaluation. When one or more constituents fall outside the nonstatistical acceptance tolerance limits in Section 9-03.8(7), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.
2. Commercial Evaluation. If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit contract price with no further evaluation. When one or more constituents fall outside the commercial acceptance tolerance limits in Section 9-03.8(7), the lot shall be evaluated to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

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

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

5-04.5(1)B Price Adjustments for Quality of HMA Compaction

Delete this section and replace it with the following:

The maximum CPF of a compaction lot is 1.00.

For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming Compaction Factor (NCCF) will be determined. THE NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of the NCCF, the quantity of HMA in the lot in tons and the unit contract price per ton of the mix.

DIVISION 7

DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

7-00 GENERAL MATTERS New Section

7-00.1 General

For the convenience of the Contractor the Plans show approximate locations of various existing utilities and other obstructions. The Contractor shall make a site visit prior to bidding and review locations of existing above ground utilities and utilities markings. This information, if shown on the plans, has been obtained from records and cannot be guaranteed accurate. The Contractor shall diligently check for interferences with existing utilities ahead of his or her work including exploration in advance of excavation.

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

The Contractor shall construct the water system in accordance with the City of Fife Water Meter and Water Main Installation Standards.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.4 Measurement

This section is to be supplemented with the following:

No separate measurement of payment will be made for any of the backfill shown in the Typical Waterline Trench Sections of Plan Sheet C6. All backfill quantity in the trench shall be included in the waterline bid items for ductile iron pipe. The incidental backfill aforementioned is Pipe Zone Bedding and Crushed Surfacing Base Course. See Special Provision 9-03.12(4) for the requirements of the gradation for the pipe zone bedding pea gravel. No separate measurement of payment will be made for the metallic location tape as shown in the Typical Waterline Trench Sections of Plan Sheet C6.

7-09 WATER MAINS

7-09.2 Materials

This section is to be supplemented with the following:

All system pipe, parts, and fittings shall meet the City of Fife Water Meter & Water Main Installation Standards.

7-09.3(19)A Connections to Existing Mains

This section is to be supplemented with the following:

The Contractor shall remove the existing 8-inch stub approximately 20 LF and legally dispose.

7-09.4 Measurement

This section is to be supplemented with the following:

Excavation, all backfill (Pipe Zone Bedding, Crushed Surfacing Base Course), sawcutting, spools, reducers, plugs, caps, bends, and tees, of the water lines will not be measured for separate payment but shall be included in the following items.

“Class 50 Ductile Iron Pipe for Water Main 8 In. Diam.”, shall be measured per linear foot.
“Class 50 Ductile Iron Pipe for Water Main 12 In. Diam.”, shall be measured per linear foot.

7-09.5 Payment

This section is to be supplemented with the following:

“Class 50 Ductile Iron Pipe for Water Main 8 In. Diam. and 12 In. Diam”, per linear foot. The unit contract price per linear foot “Class 50 Ductile Iron Pipe for Water Main 8 In. Diam. and 12 In. Diam ” shall be full pay for all labor, equipment and materials including, but not limited to, furnishing ductile iron pipe, metallic location tape, trench excavation, disposal of excavated materials, all trench backfill (Pipe Zone Bedding, Crushed Surfacing Base Course) as shown on Plan Sheet C6 of the Typical Water Line Trench Section, compaction, polyethylene encasement, laying and jointing, thrust blocking, pressure testing, flushing, connection to existing water system, installation and end cap, disinfecting the pipeline, and cleanup as described in these specifications.

7-12 VALVES

7-12.2 Materials

All system pipe, parts, and fittings shall meet the City of Fife Water Meter & Water Main Installation Standards.

7-12.3 Construction Requirements

This section is to be supplemented with the following:

Water valve installation shall conform to the requirements specified on City of Fife Standard Details.

7-12.4 Measurement

This section is to be supplemented with the following:

“Gate Valve 8 In” shall be measured per each.

“Gate Valve 12 In.” shall be measured per each.

7-12.5 Payment

This section is to be supplemented with the following:

“Gate Valve 8 In and 12 In.” The unit contract price for each valve assembly specified under the pay item “_ In. Gate Valve” shall be full pay for all equipment, labor and materials necessary to furnish and install the valve assembly complete in place including, but not limited to, excavation, disposal of excavated materials, all trench backfill, compaction, connection to main, thrust-blocking, trench backfill, pipe bedding, disinfecting, adjustments to final grade, testing, and installation of all associated fittings.

7-14 HYDRANTS

7-14.2 Materials

This section is to be supplemented with the following:

All system pipe, parts, and fittings shall meet the City of Fife Water Meter & Water Main Installation Standards HDPE Storm Drain shall meet the requirements of 9-05.23 of the WSDOT Standard Specifications.

7-14.3(2)C Ditch Access

This section is to be supplemented with the following:

As shown in the plans, each Fire Hydrant that is located beyond a roadside ditch shall include the installation of 10-foot wide CSBC pad constructed to match ditch grade, to provide direct access to the fire hydrant. A 12" diameter HDPE storm drain with beveled ends shall be placed to match ditch grade. Approximately 3 CY of Gravel Borrow is required as fill over the HDPE storm drain.

7-14.4 Measurement

This section is to be supplemented with the following:

"Hydrant Assembly", shall be measured per each for each new fire hydrant installed. No separate measurement for payment will be made for the 6-inch Class 50 Ductile Iron Pipe, hydrant, tee, 6" auxiliary valve, cement concrete hydrant pad, culvert, gravel borrow, ditch access, associated joint restraint. No measurement will be made for excavation, disposal of surplus materials, all trench backfill as necessary for hydrant installation.

7-14.5 Payment

This section is to be supplemented with the following:

"Hydrant Assembly", per each. The unit contract price per each for "Hydrant Assembly" shall be full pay for all equipment, labor and materials for the complete installation including but not limited to new fire hydrant assemblies, vertical bends, excavation, all trench backfill, compaction, gravel borrow, HDPE storm pipe, concrete blocks, concrete pad, painting of hydrant, testing, Storz coupling, drain rock, bearing block, 6-inch CL 50 Spool, Blue-Blue reflectors, 6" auxiliary valve and disinfection required for the complete installation of the hydrant assembly as specified by the plans and City of Fife standard details.

7-15 SERVICE CONNECTIONS

7-15.1 Description

This section is to be supplemented with the following:

The Contractor shall install service connections as shown in the plans and per City of Fife Standard Drawing W1. For each service, the work shall include construction of a water service line connected to the new water main and extending to the second Pack Joint Coupling Ford C68-33, of the line leaving the Meter Box for future connections. See Special Provision 1-05.4(1) for staking and layout information. Actual location of each connection will be determined in the field by the City. Service connection will extend to or near the right-of-way line.

The Contractor shall install a sampling station as shown on Plan Sheet C5 and per City of Fife Standard Drawing W17.

7-15.2 Materials

This section is to be supplemented with the following:

All system pipe, parts, and fittings shall meet the City of Fife Water Meter & Water Main Installation Standards.

7-15.4 Measurement

This section is to be supplemented with the following:

"Service Connection 3/4 In. Diam", shall be measured per Each.

"Sampling Station", shall be measured per Each.

7-15.5 Payment

This section is to be supplemented with the following:

“Service Connection 3/4” In. Diam.”, per Each.

“Sampling Station” per Each

The unit Contract price for “Service Connection 3/4” In. Diam.”, shall be full pay for all labor, equipment, and all materials required to supply and install a water service line as shown in Standard Plan W1, including but not limited to excavation, disposal of excavated material, pipe bedding (pea gravel or sand), and trench backfill and all material as shown in the City of Fife Standard Plan W1.

The unit Contract price for “Sampling Station”, shall be full pay for all labor, equipment, and all materials required to supply and install a sampling station as shown in Standard Plan W17, including but not limited to excavation, disposal of excavated material, pipe bedding (pea gravel or sand), and trench backfill and all material as shown in the City of Fife Standard Plan W17.

DIVISION 8

MISCELLANEOUS CONSTRUCTION

8-01 Erosion Control and Water Pollution Control

8-01.3 Construction Requirements

Add the following to the third paragraph:

5. Under the Engineer’s direction, the Contractor shall perform property restoration such as seeding areas disturbed by the installation of the water service connections and/or hydrants, under the item “Erosion/Water Pollution Control”.

8-01.3(2) Seeding, Fertilizing and Mulching

8-01.3(2)B Seeding and Fertilizing

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

(January 3, 2006)

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

(January 3, 2006)

Fertilizer shall be a commercially prepared mix of 10-20-20 and shall be applied at the rate of 10 pounds per 1000 square feet.

8-01.4 Measurement

Supplement this section with the following.

Seeding, Fertilizing and Mulching as shown adjacent to the Trail Head parking on Plan Sheet C2 and C4 shall be measured as Lump Sum.

8-01.5 Payment

Supplement this section with the following.

All labor, equipment and material required to place seed, fertilizer and mulch shall be paid under the Lump Sum Item, "Seeding, Fertilizing and Mulching".

Section 8-02.3(4) A is supplemented with the following:

(*****)

8-02.3(4) A Topsoil Type A

Topsoil Type A shall conform to Section 9-14.1(1) Topsoil Type A

Topsoil Type A shall be installed in the locations shown and at the depths noted on the Plans and Details, see Plan Sheets C2 and C4.

8-05 MISCELLANEOUS WORK NEW SECTION

8-05.2 Street and Roadway Cleaning

The Contractor shall be responsible for controlling dust and mud within the project. The Contractor shall be prepared to use watering trucks equipped with high-velocity water jets and low-head sprinkling devices, power sweepers, and any other pieces of equipment necessary to avoid creating a nuisance. All streets used by the Contractor during the execution of the work under this contract shall be maintained in a clean condition. Any damage caused by dust and/or mud shall be the sole responsibility of the Contractor. In no case shall sediment-laden water be allowed to enter drainage facilities without prior filtration or sedimentation.

All cost associated with street and roadway cleaning will be incidental to the unit contract items within the proposal.

8-05.3 55th Ave E Radius Improvement

The Contractor shall construct improvements to the radius on 55th Ave E according to Construction Note 5 on Plan Sheet C3 and details shown on Plan Sheet C2. This work includes placing one Concrete Inlet, two 10 foot sections of Corrugated Polyethylene Drain Pipe, see 9-05.1(7) for material type, with beveled ends and trash racks, frame and cover, approximately 3 cubic yards of Pipe Zone Bedding (per 9-03.12(3)), approximately 40 tons of gravel borrow (per 9-03.14(1), clearing and grubbing the approximate 15'x15' footprint of the improvements, excavation haul and disposal of approximately 5 cubic yards on native material and grading for said improvements. The Contractor shall protect the existing utility pole.

Measurement

"55th Ave E Radius Improvement", lump sum

Payment

"55th Ave E Radius Improvement" lump sum shall be full payment for all labor, equipment, material, haul and disposal as required to perform the radius improvements to 55th Ave E including furnishing concrete inlet, Corrugated Polyethylene Drain Pipe, trash racks, gravel borrow, CSTC, pipe bedding, frame and cover, excavation, connecting the concrete inlet to existing drain pipe, mudding in the inlet with cement grout and work as shown on detail on plan sheet C2..

Monument Cases

Description

Section 8-13.1 is deleted and replaced by the following:
(March 13, 1995)

This work shall consist of furnishing and placing the monument cases, covers, and bronze plug marker as show in the Appendix B detail in conformity with the lines and locations shown in the Plans and/or as staked by the Engineer.

Construction Requirements

The last paragraph of Section 8-13.3 is revised to read:
(March 13, 1995)

The Engineer will be responsible for dimpling the bronze plug marker once it has been set by the Contractor.

Measurement

Section 8-13.4 is deleted and replaced by the following:
(March 13, 1995)

Measurement of monument case, cover, and bronze plug place per the detail in Appendix B will be by the unit for each monument case, cover, and bronze plug furnished and set.

Payment

Section 8-13.5 is supplemented with the following:
(April 28, 1997)

"Monument Case, Cover, and Bronze Plug", per each.

Division 9

Materials

9-03.12(4) Gravel Backfill for Drains

This section is supplemented with the following:

The pipe zone bedding pea gravel as shown in the typical waterline trench section on Plan Sheet C6 shall conform to the following gradings:

Sieve Size	Percent Passing
1"	99-100
3/4"	80-100
3/8"	0-40
No. 4	0-4
No. 200	0-2

Section 9-14.1(1) is supplemented with the following:

9-14.1(1) Topsoil Type A

Topsoil Type A shall be an imported topsoil mix consisting of weed-free compost (40%) and Loamy Sand (60%) screened through a 3/4" screen. The soil mix shall have a pH range of 5.5-7.5, soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings, rhizomes, and roots; subsoil; and stones. Submit sieve and nutrient test analysis accompanied by one (5) pound sample to project engineer for approval.

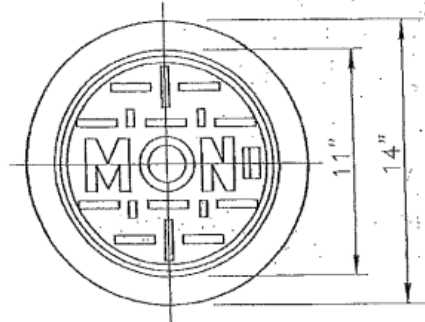
Appendix A Prevailing Wage Rates

Prevailing wage rates for projects in Pierce County, Washington

The applicable Prevailing Wage Rates for this project are as published by the Washington State Department of Labor and Industries on the "Bid Due Date", Effective Department of Labor and Industries prevailing wage rates for Pierce County are available and shall be obtained by the contractor from the following website:

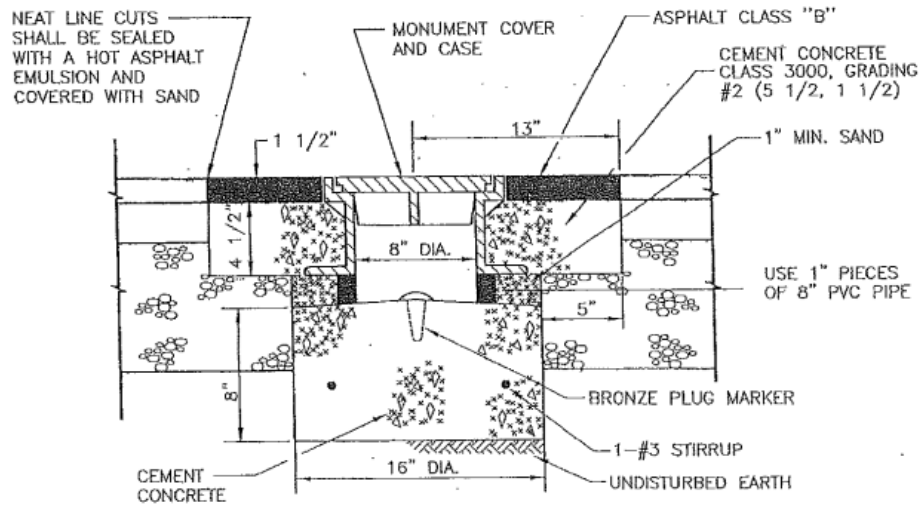
<https://fortress.wa.gov/ini/wagelookup/prvwagelookup.aspx>

Appendix "B"



NOTES:

1. CASTINGS FOR MONUMENT CASES, COVERS, AND RISERS SHALL BE GRAY IRON CASTINGS CONFORMING TO THE REQUIREMENTS OF AASHTO M 105, CLASS 30B.
2. THE COVER AND SEAT SHALL BE MACHINED SO AS TO HAVE PERFECT CONTACT AROUND THE ENTIRE CIRCUMFERENCE AND FULL WIDTH OF BEARING SURFACE.



CASED MONUMENT DETAIL

NOT TO SCALE