

Contract Provisions

For Construction of:

228th Avenue Curb Ramp Retrofit
and Catch Basin Repairs

February 2021

CITY OF SAMMAMISH
PUBLIC WORKS DEPARTMENT
801 228TH AVENUE SE
SAMMAMISH, WA 98075



G&O #20495



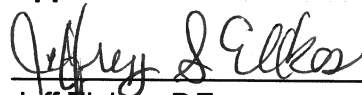



CONTRACT PROVISIONS
for
**228th Avenue Curb Ramp Retrofit
and Catch Basin Repairs**

City of Sammamish
King County, Washington
Public Works Department
801 228th Avenue SE
Sammamish, WA 98075
(425) 295-0500
FAX (425) 295-0600



Approved for Construction:

 2/3/2021
Jeff Blekes, P.E. Date
Public Works Director**

 2/2/2021
Ben Ressler, P.E. Date
Project Engineer

****The signature of the Public Works Director on these Contract Provisions shall serve as written approval for all variations to the Public Works Standards contained within this project as required by PWS. 10.170.**

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PART 1

PROPOSAL INTRODUCTION

NOTICE TO CONTRACTORS

CITY OF SAMMAMISH 228th Avenue Curb Ramp Retrofit and Catch Basin Repairs

Sealed proposals will be received by the City of Sammamish up to 10:00 a.m. (local time) on Thursday, March 4, 2021, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the *228th Avenue Curb Ramp Retrofit and Catch Basin Repairs*. Bids received after the time and date listed above will not be considered. Sealed proposals should be addressed to the following:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Attn: City Clerk

The work in this contract includes ADA ramp retrofits and catch basin repairs on 228th Avenue from near SE 8th Street to near NE 8th Street. The retrofits and repairs will include removing and replacing existing concrete curb, concrete sidewalk, curb ramps and asphalt pavement, storm improvements and traffic control. Additional work includes modifying pedestrian push buttons, retaining wall, fence relocations, roadway striping and adjusting utilities in the curb and sidewalk.

The work shall be completed within ninety [90] working days after the commencement date stated in the Notice to Proceed. All bidding and construction shall be performed in compliance with the Contract Documents for this project and any addenda issued thereto which are on file at the office of the City Clerk, City Hall, Sammamish, Washington.

At 10:15 a.m. (local time) on Thursday, March 4, 2021, the proposals will be publicly opened and read aloud. Proposals are to be submitted only on the form provided with the Specifications. All Proposals must be accompanied by a certified check, cashier's check, money order, or bid bond payable to the "City of Sammamish" of value not less than five percent (5%) of the total amount bid.

Due to the current COVID-19 conditions, the public opening will be broadcast via an online meeting and will not consist of an in-person bid opening. Information about how to enter the online bid opening will be provided on the City's project website at www.sammamish.us/curbramp and on the Builder's Exchange project page.

Plans, Specifications, addenda, Bidders list, and plan holders list for this Project are available through the City of Sammamish's on-line plan room at www.bxwa.com. Click on "Posted Projects"; "Public Works", "City of Sammamish", and "Projects Bidding". Bidders are required to register in order to receive automatic e-mail notification of future addenda and to be placed on the Bidders List. Contact Builders Exchange of Washington at 425-258-1303 should you require assistance.

Financing for this Project will be provided by the City of Sammamish. The City of Sammamish expressly reserves the right to reject any or all bids and to waive minor irregularities or informalities and to further make award of the Project to the lowest responsive, responsible bidder as it best serves the interest of the City.

Lita Hachey
City Clerk

DATES OF PUBLICATIONS

Daily Journal of Commerce: Thursday, February 11, 2021, February 18, 2021 and February 25, 2021

Seattle Times: Thursday, February 11, 2021, February 18, 2021 and February 25, 2021

BIDDER'S CHECKLIST

1. REQUIRED FORMS

The Bidder shall submit the following forms as part of the proposal. The forms must be executed in full and submitted with the Proposal.

- _____ **Proposal**
- _____ **Schedule of Prices**
- _____ **Bid Security Form**
- _____ **Acknowledgement of Receipt of Addenda**
- _____ **Bidder Information and Signature**
- _____ **Non-Collusion and Debarment Affidavit**
- _____ **Minimum Wage Affidavit Form**

Every prime contract bidder shall submit with the bid or within one hour after the published bid submittal time, the names of subcontractors. (Only required if the project is expected to cost one million dollars or more.)

- _____ **List of Subcontractors**

The two lowest bidders shall submit the following forms within 48 hours after the bid opening. Failure to submit these forms may result in the Contracting Agency refusal to accept the Bid.

- _____ **Statement of Bidder's Qualifications**
- _____ **Responsible Bidder Criteria**

2. AGREEMENT FORMS

The following forms (a., b., and c.) are to be executed and the following Certificates of Insurance (d. and e.) are to be provided after the Contract is awarded and prior to Notice to Proceed.

- a. Agreement
- b. Performance Bond
- c. Labor and Material Payment Bond
- d. Certificate of Insurance
- e. Certificate of Builder's Risk "All Risk" Insurance
- f. City of Sammamish Business License

PART 2
PROPOSAL

PROPOSAL

Honorable Mayor and Council
City of Sammamish
801 228th Avenue NE
Sammamish, WA 98075

The work in this contract includes ADA ramp retrofits and catch basin repairs on 228th Avenue from near SE 8th Street to near NE 8th Street. The retrofits and repairs will include removing and replacing existing concrete curb, concrete sidewalk, curb ramps and asphalt pavement, storm improvements and traffic control. Additional work includes modifying pedestrian push buttons, retaining wall, fence relocations, roadway striping and adjusting utilities in the curb and sidewalk.

All bidding and construction shall be performed in compliance with the Notice to Contractors, Bid Proposal, Plans, Specifications, and Contract for this project and any addenda issued thereto which are on file at the office of the City Clerk, City Hall, City of Sammamish, Washington.

It is understood herein that after the date and hour set for the opening of bids, no Bidder may withdraw its Proposal, unless the award of the Contract is delayed for a period exceeding sixty (60) consecutive calendar days.

The undersigned has examined the site(s), local conditions, Addenda, Contract Provisions, Plans, and all applicable laws and ordinances covering the Work contemplated. In accordance with the terms, provisions, and requirements of the foregoing, all of their respective terms and conditions are incorporated herein by this reference and the following unit and lump sum prices are tendered as an offer to perform the Work and furnish the equipment, materials, appurtenances, and guarantees, complete in place, in good working order.

The undersigned freely states that it is familiar with the provisions of the competitive bidding statutes of the State of Washington, and specifically the provisions of RCW Chapter 9.18, and certifies that with respect to this Proposal, there has been no collusion or understanding with any other person, persons, or corporation, to prevent or eliminate full and unrestricted competition among Bidders on this Project.

The undersigned agrees that in the event of contract award, it shall employ only Contractor and Subcontractors duly licensed by the State of Washington.

The undersigned agrees that the Owner reserves the right to reject any or all bids and to waive any minor informalities.

PROPOSAL – Continued

Print Contractor Name

The undersigned hereby agrees that the Owner reserves the right to award the contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner. The Owner will determine at the time of award of the Project which additives, if any, will be included in the Contract.

The undersigned agrees that the Owner is authorized to obtain reports from all references included herein.

I, the undersigned, hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW Chapters 49.46, 49.48, or 49.52 within three (3) years prior to this project's bid solicitation date.

Very Truly Yours,

Print Company Name

By (Print Name)

By (Signature)

Title

Date

Place of Execution Date

SCHEDULE OF PRICES

NOTE:

- **Unit prices for all items, all extensions, and the total amount bid must be shown.**
- **The project must be in its entirety, including all bid items and any bid additive bid items as specifically listed in the Proposal, in order to be considered a responsive bid.**
- **Where conflict occurs between the unit price and the total amount named for any item the unit price shall prevail, and totals shall be corrected to conform thereto.**
- **All entries must be typed or printed and entered in ink. Award of the Contract shall be based on the lowest, responsive bid.**

(Standard Specifications and Special Provision references shown are provided for information only to assist bidders in the preparation of their proposal. Bidders shall not rely on this information and must thoroughly examine the contract requirements during the preparation of their proposal.)

SCHEDULE A:

Item No.	Spec. Section	Description	Unit	Quantity	Unit Price	Total Amount
1.	1-07.15(1)	SPCC Plan	LS	1		
2.	1-04.4(1)	Minor Change	CALC	1	\$30,000.00	\$30,000.00
3.	1-09.7	Mobilization, Cleanup and Demobilization	LS	1		
4.	1-10.5	Project Temporary Traffic Control	LS	1		
5.	1-10.5	Traffic Control Supervisor	LS	1		
6.	1-10.5	Flaggers	HR	1,600		
7.	1-10.5	Uniformed Police Officer	HR	370		
8.	1-10.5	Portable Changeable Message Sign	HR	5,400		
9.	2-02.5	Removal of Structures and Obstructions	LS	1		
10.	2-02.5	Removal of Curb and Gutter	LF	1,340		
11.	2-02.5	Removal of Cement Conc. Flatwork	SY	1,250		
12.	2-09.5	Locate Existing Utilities	LS	1		

PROPOSAL – Continued

Print Contractor Name

Item No.	Spec. Section	Description	Unit	Quantity	Unit Price	Total Amount
13.	2-09.5	Controlled Density Fill	CY	40		
14.	4-04.5	Crushed Surfacing Top Course	TN	540		
15.	5-04.5	Pavement Repair Excavation, Incl. Haul	SY	700		
16.	5-04.5	Commercial HMA	TN	390		
17.	5-04.5	Temporary HMA	TN	10		
18.	6-11.5	Reinforced Concrete Retaining Wall	LS	1		
19.	7-05.5	Area Drain	EA	1		
20.	7-12.5	Adjust Valve Box	EA	1		
21.	7-12.5	Adjust Meter Box	EA	2		
22.	8-01.5	Erosion/Water Pollution Control	LS	1		
23.	8-02.5	Topsoil, Type A	CY	60		
24.	8-02.5	Sod Installation	SY	370		
25.	8-02.5	Additional Residential Restoration	FA	1	\$10,000.00	\$10,000.00
26.	8-03.5	Irrigation System Modifications	FA	1	\$10,000.00	\$10,000.00
27.	8-02.5	Irrigation Crossing Sleeve	EA	13		
28.	8-04.5	Cement Conc. Traffic Curb and Gutter	LF	1,340		
29.	8-12.5	Remove and Relocate Fence	LF	40		
30.	8-12.5	Chain Link Fence, Type 6, w/Vinyl Coating (4-Foot)	LF	20		
31.	8-14.5	Cement Conc. Flatwork – 4-Inch Thick	SY	450		
32.	8-14.5	Cement Conc. Flatwork – 6-Inch Thick	SY	810		
33.	8-14.5	Detectable Warning Surface	SY	55		
34.	8-20.5	Replace Junction Box	EA	18		
35.	8-20.5	Replace and Relocate Junction Box	EA	6		
36.	8-20.5	Traffic Signal Push Button Modifications	FA	1	\$30,000.00	\$30,000.00

PROPOSAL – Continued

Print Contractor Name

Item No.	Spec. Section	Description	Unit	Quantity	Unit Price	Total Amount
37.	8-21.5	Permanent Signing	LS	1		
38.	8-22.5	Paint Line	LF	200		
39.	8-22.5	Plastic Stop Line	LF	100		
40.	8-22.5	Plastic Crosswalk Line	SF	460		
Subtotal Construction Cost, Schedule A						
Washington State Sales Tax (0% Per W.S. Revenue Rule 171)						
Total Construction Cost, Schedule A						

SCHEDULE B:

Item No.	Spec. Section	Description	Unit	Quantity	Unit Price	Total Amount
1.	7-05.5	Replace Catch Basin Frame	EA	28		
2.	7-05.5	Replace Catch Basin Grate	EA	28		
3.	7-05.5	Replace Catch Basin Risers	EA	90		
4.	7-05.5	RegROUT Existing Catch Basin Risers	EA	180		
5.	7-05.5	RegROUT Existing Storm Pipe	EA	210		
6.	7-05.5	Additional Miscellaneous Catch Basin Repairs	FA	1	\$10,000.00	\$10,000.00
Subtotal Construction Cost, Schedule B						
Washington State Sales Tax (0% Per W.S. Revenue Rule 171)						
Total Construction Cost, Schedule B						

**Note: Contractor is advised to be familiar with Washington State Revenue Rule 171 as no separate, distinct sales tax monies will be reimbursed to the Contractor. See Special Provisions 1-07.2.*

PROPOSAL – Continued

Print Contractor Name

BID SUMMARY

Total Construction Cost, Schedule A	
Total Construction Cost, Schedule B	
Total Construction Cost, Schedules A and B	

BID SECURITY FORM

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

Sign here _____

Know All Men by These Presents:

That we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the City of Sammamish, as Obligee, in the penal sum of _____ Dollars, 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 _____ according to the terms of the proposal or bid made by the Principal therefor, 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 _____, 20 _____

Principal

Surety

Received return of deposit in the sum of \$ _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

By signing below, Bidder acknowledges receipt and understanding of the following Addenda to the Contract Documents:

Addendum No.	Date of Receipt	Signature
1		
2		
3		
4		
5		
6		

NOTE:

Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and the City reserves the right to determine whether the Bid will be disqualified.

BIDDER INFORMATION AND SIGNATURE

The Bidder proposes to accept as full payment for the Work proposed herein, the amount computed under the provisions of the Contract Provisions. The undersigned Bids for the following described Project:

228th Avenue Curb Ramp Retrofit and Catch Basin Repairs

The party by whom this Bid is submitted and by whom the Contract will be entered into, in the event the award is made to this party, is:

Contractor (Firm Name)

Signature

Address

Name (Print) & Title

Phone Number

Date of Signing

Contractor's Washington State License Number

(Indicate whether contractor is partnership, joint venture, corporation, or sole proprietorship)*

*If Bidder is a corporation, write State of Incorporation under signature. If partnership, give full names of all partners.

The name of the President, Treasurer, and/or Manager of the Bidding corporation, or the names of all persons and parties interested in this Bid as partners or principals, are as follows:

Name	Address

PROPOSAL – Continued

Print Contractor Name

IF SOLE PROPRIETOR OR PARTNERSHIP

IN WITNESS hereto, the undersigned has set his (its) hand this _____ day of _____, 20____.

Signature of Bidder

Title

IF CORPORATION

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed by its duly authorized officers this _____ day of _____, 20____.

Attest:

Name of Corporation

Secretary

by _____

Title

Sworn to me before me this _____ day of _____, 20____.

Notary Public in and for the State of Washington Residing at

NOTES:

If the Bidder is a co-partnership, give firm name under which business is transacted; Proposal must be executed by a partner. If the Bidder is a corporation, Proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).

PROPOSAL – Continued

Print Contractor Name

NON-COLLUSION AND DEBARMENT AFFIDAVIT

* STATE OF WASHINGTON)
)
** COUNTY OF _____)

I, the undersigned, an authorized representative of _____, being first duly sworn on oath do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

228th Avenue Curb Ramp Retrofit and Catch Basin Repairs
Name of Project

Name of Bidder's Firm

Signature of Authorized Representative of Bidder

Printed Name of Authorized Representative of Bidder

Date

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State
of Washington residing at _____
Notary (print): _____
My appointment expires: _____

NOTE:
Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

- * A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive order 12549..." (49 CFR Part 29 Section 29.215).
- * If notarization of proposal takes place outside of Washington State, DELETE WASHINGTON, and enter appropriate State.
- ** Fill in county where notarization of proposal takes place.

MINIMUM WAGE AFFIDAVIT FORM

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I, the undersigned, having been duly sworn, deposed, say and certify that in connection with the performance of the work of this project, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work; not less than the prevailing rate of wage or not less than the minimum rate of wages as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

228th Avenue Curb Ramp Retrofit and Catch Basin Repairs

Name of Project

Name of Bidder's Firm

Signature of Authorized Representative of Bidder

Printed Name of Authorized Representative of Bidder

Date

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State
of Washington residing at

Notary (print):

My appointment expires:

SUBCONTRACTOR LIST

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Work to be Performed _____
Subcontractor Name _____
Address _____
Phone No. _____ State Contractor's License No _____

Work to be Performed _____
Subcontractor Name _____
Address _____
Phone No. _____ State Contractor's License No _____

Work to be Performed _____
Subcontractor Name _____
Address _____
Phone No. _____ State Contractor's License No _____

Work to be Performed _____
Subcontractor Name _____
Address _____
Phone No. _____ State Contractor's License No _____

*Bidder’s are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc., are considered electrical equipment and therefore considered part of the electrical work, even if the installation is for future use and not wiring or electrical current is connected during the project.

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: _____

Address: _____

Telephone No.: _____

Contact Person for this Project: _____

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above: _____

Gross dollar amount of work currently under contract: _____

Gross dollar amount of contracts currently not completed: _____

General character of work performed by the firm: _____

List all of the projects over one-hundred thousand dollars total of a similar nature which have been completed by the Contractor within the last five (5) years and the gross dollar amount of each project, together with the Owner's name and phone number, and the Engineer's name.

Project Name	Amount	Owner	Phone	Engineer's Name

PROPOSAL – Continued

Print Contractor Name

List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

1. _____
2. _____
3. _____
4. _____
5. _____

Bank Reference: _____

How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

Identify who will be the general superintendent or project superintendent on this Project and list the number of years with the firm.

Have you changed bonding company within the last three (3) years? _____

If so, why? _____

Have you ever been sued or engaged in arbitration by the Owner or have you ever sued or demanded arbitration from an Owner on any public works contract for a special utility district, private utility company, municipality, county or state

government? _____ For what reason? _____

Disposition of case, if settled: _____

Do you have any outstanding payments due to the Department of Revenue? _____

If yes, explain: _____

Bidder agrees that the Owner shall retain the right to obtain any and all credit reports.

Yes: _____ No _____

RESPONSIBLE BIDDER CRITERIA

In accordance with RCW 39.04, before award of a Public Works Contract, a Bidder must meet the following responsibility criteria to be considered a responsible Bidder and qualified to be awarded a Public Works Project. The Bidder must:

1. At the time of Bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW
2. Have a current state unified business identifier (UBI) number
3. If applicable, have industrial insurance coverage for the Bidder’s employees working Washington as required in Title 51 RCW
4. If applicable, have an employment security department number as required in Title 50 RCW
5. If applicable, have a state excise tax registration number as required in Title 82 RCW
6. Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3)

In accordance with RCW 39.06, a Public Works Contractor must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors must verify responsibility criteria for each of its Subcontractors, Verification shall include that each Subcontractor, at the time of Subcontract execution, meets the responsibility criteria and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must include every Public Works Contract and subcontract of every tier.

Providing the following information is **MANDATORY** in order to meet “Responsible Bidder” requirements. Failure to provide this information may disqualify your Bid as being “**Non-Responsive**”. *If your business is not required to have one of the following numbers, provide an explanation.*

1. State of Washington Contractor Registration No. _____
2. State of Washington Unified Business Identifier No. _____
3. Employment Security Department No. _____
4. State Excise Tax Registration No. _____
5. Is the payment of Worker’s Compensation (Industrial Insurance) Premiums current? If your business does not have a Worker’s Comp account with the WA State Dept. of Labor & Industry please explain why.
 Yes
 No (If No, you are not eligible to bid on this project)
 No Account – Explain why: _____
6. Are you disqualified from Bidding on Public Works Projects in the State of Washington?
 Yes (If Yes, you are not eligible to Bid on this Project)
 No

PART 3

CONTRACT DOCUMENT FORMS



CONTRACT NUMBER

801 228th Avenue SE • Sammamish, WA 98075
Phone: 425-295-0500 • Fax: 425-295-0600
Web: www.sammamish.us

CONTRACT AGREEMENT
PUBLIC WORKS

PROJECT NAME: 228th Avenue Curb Ramp Retrofit and Catch Basin Repairs

CONTRACT AMOUNT \$:

This Agreement made and entered into this ___ day of ___ by and between the City of Sammamish, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "City," and ___ hereinafter referred to as the "Contractor".

WITNESSETH:

1) The Contractor shall within the time stipulated (to-wit:) within ___ working days from date of commencement hereof as required by the Contract,, of which this Agreement is a component part) perform all the work and services required to be performed and provide and furnish all of the labor, materials, appliances, machines, tools, equipment, utility and transportation services necessary to perform the Contract, and shall complete the construction and installation work in workmanlike manner, to the satisfaction and approval of the City's Public Works Director as being in such conformity with the plans, specifications and all requirements of or arising under the Contract in connection with the City's project.

The work in this contract includes ADA ramp retrofits and catch basin repairs on 228th Avenue from near SE 8th Street to near NE 8th Street. The retrofits and repairs will include removing and replacing existing concrete curb, concrete sidewalk, curb ramps and asphalt pavement, storm improvements and traffic control. Additional work includes modifying pedestrian push buttons, retaining wall, fence relocations, roadway striping and adjusting utilities in the curb and sidewalk.

All the foregoing shall be timely performed, furnished, constructed, installed and completed in strict conformity with the plans and specifications, including any and all addenda issued by the City and all other documents hereinafter enumerated, and in full compliance with all applicable codes, ordinances and regulations of the City of Sammamish and any other governmental authority having jurisdiction there over

2) The aforesaid Contract, entered into by the acceptance of the Contractor's bid and signing of this Agreement, consists of the following documents, all of which are component parts of said Contract and as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached:

- a) This Agreement
b) Instruction to Bidders
c) Project Proposal
d) Specifications
e) Maps and Plans
f) Bid
g) Advertisement for Bids

- h) Special Provisions, if any
 - i) All documents required under this Agreement, including but not limited to:
 - j) Documentation evidencing insurance,
 - k) Copy of Contractor's state contractor license and UBI number
 - l) Copy of Contractor's business license
 - m) Employment Security Dept #, if applicable
 - n) State Excise Tax Registration, if applicable
 - o) Industrial Insurance coverage, if applicable
 - p) Proof of required Prevailing Wage/Public Works Training (per RCW 39.04.350 effective 7/1/2019 or proof of exemption.
 - q) Addenda, if any
 - r) And all modifications or changes issued pursuant to the Contract Documents
- 3) If the Contractor refuses or fails to prosecute the work or any part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension in writing thereof, or fails to complete said work with such time, or if the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of the Contractor's insolvency, or if he or any of his subcontractors should violate any of the provisions of this Contract, the City may then serve written notice upon him and his surety of its intention to terminate the Contract, and unless within ten (10) days after the serving of such violation or non-compliance of any provision of the Contract shall cease and satisfactory arrangement for the correction thereof be made, this Contract, shall, upon the expiration of said ten (10) day period, cease and terminate in every respect. In the event of any such termination, the City shall immediately serve written notice thereof upon the surety and the Contractor and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety within fifteen (15) days after the serving upon it of such notice of termination does not perform the Contract or does not commence performance thereof within thirty (30) days from the date of serving such notice, the City itself may take over the work under the Contract and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and his surety shall be liable to the City for any excess cost or other damages occasioned the City thereby. In such event, the City, if it so elects, may, without liability for so doing, take possession of and utilize in completing said Contract such materials, machinery, appliances, equipment, plants and other properties belonging to the Contractor as may be on site of the project and useful therein.
- 4) The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.
- 5) Contractor agrees and covenants to hold and save the City, its officers, agents, representatives and employees harmless and to promptly indemnify same from and against any and all claims, actions, damages, liability of every type and nature including all costs and legal expenses incurred by reason of any work arising under or in connection with the Contract to be performed hereunder, including loss of life, personal injury and/or damage to property arising from or out of any occurrence, omission or activity upon, on or about the premises worked upon or in any way relating to this Contract. This hold harmless and indemnification provision shall likewise apply for or on account of any patented or unpatented invention, process, article or appliance manufactured for use in the performance of the Contract, including its use by the City, unless otherwise specifically provided for in this Contract. In the event the City shall, without fault on its part, be made a party to any litigation commenced by or against Contractor, then Contractor shall proceed and hold the City harmless and he shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the City in connection with such litigation. Furthermore, Contractor agrees to pay all costs,

expenses and reasonable attorney's fees that may be incurred or paid by City in the enforcement of any of the covenants, provisions and agreements hereunder.

- 6) Any notice from one party to the other party under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by its duly authorized representative of such party. Any such notice as heretofore specified shall be given by personal delivery thereof or by depositing same in the United States mail, postage prepaid, certified or registered mail.
- 7) The Contractor shall commence performance of the Contract no later than 10 calendar days after Contract final execution, and shall complete the full performance of the Contract not later than 90 working days from the date of commencement. For each and every working day of delay after the established day of completion, it is hereby stipulated and agreed that the damages to the City occasioned by said delay shall be a sum calculated and imposed in compliance with 2020 WSDOT Standard Specifications, Section 1-08.9, Liquidated Damages (and not as a penalty) for each such day, which shall be paid by the Contractor to the City
- 8) Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of any installation provided for by this Contract shall relieve the Contractor of liability in respect to any warranties or responsibility for faulty materials or workmanship. The Contractor shall be under the duty to remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within the period of one (1) year from the date of final acceptance only that work listed in Group(s) none of the Summary of quantities in the Contract Plans, i.e. the "Federal Non-Participating Items," unless a longer period is specified. However, all manufacturer's warranties or guarantees on electrical and mechanical equipment, consistent with those provided as customary trade practice, shall be assigned to the City at the time of project acceptance. The Contractor shall further be required to supply warranties or guarantees providing for satisfactory in-service operation of any mechanical and electrical equipment and related components involved in Group(s) none of the Summary of Quantities in the Contract Plans, i.e. "Federal Participating Items" for a period not to exceed 6 months following project acceptance. The City will give notice of observed defects as heretofore specified with reasonable promptness after discovery thereof, and Contractor shall be obligated to take immediate steps to correct and remedy any such defect, fault or breach at the sole cost and expense of Contractor
- 9) The Contractor and each subcontractor, if any, shall submit to the City such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and miscellaneous data pertaining to the Contract as may be requested by the City from time to time.
- 10) Performance During COVID-19 (Corona Virus).

This Agreement's effective date follows the Governor's February 29, 2020, declaration of a statewide emergency due to the spread of coronavirus. This Agreement also follows the President's March 1, 2020, declaration of a federal emergency due to coronavirus. The President and the Governor have continued to issue additional orders limiting public gatherings and closing many businesses. The parties to this Agreement are without information as to when this federal and statewide emergency will end and acknowledge that it may continue for months into the future. The parties further acknowledge that the impacts of this federal and statewide emergency may create staffing shortages, supply-chain shortages and delays, as well as shortages and/or delays not reasonably contemplated by the parties on the effective date of this Agreement. In order to address performance uncertainties created by the emergency, the parties agree as follows:

A. During the term of this Agreement, Contractor will submit written notice to the City of any schedule or performance delays related to the declarations of emergency issued by the Governor and/or the President, including any updates or revisions issued after execution of this Agreement,

CONTRACT NUMBER

as soon as Contractor is reasonably aware of such schedule or performance delays. As soon as is practicable under the circumstances, the City and Contractor will meet to discuss possible revisions to this Agreement, including contractor-initiated requests for additional time and other revisions to performance milestones and to the Scope of Work. Upon reaching agreement to such revisions, the revisions will be formalized in writing by amendment(s) to this Agreement.

B. If Contractor and the City do not agree to contract amendments as contemplated by Subsection 10.A, above, the parties will comply with the dispute resolution requirements set forth in the project specifications.

C. If Contractor and the City do not agree to contract amendments as contemplated by Subsection 10.A, above, and if Contractor refuses to participate in alternative dispute resolution required by Subsection 10.B, above, the City will have the legal authority to terminate the Agreement pursuant to Section 3 above. If the City should so terminate, it shall be entitled to damages for breach of contract pursuant to Section 10 herein.

- 11) The Contractor shall furnish a surety bond or bonds as security for the faithful performance of the Contract, including the payment of all persons and firms performing labor on the construction project under this Contract or furnishing materials in connection with this Contract; said bond to be in the full amount of the Contract price as specified in Paragraph 11. The surety or sureties on such bond or bonds must be duly licensed as a surety in the State of Washington.

- 12) The total amount of this contract is the sum of _____
Numbers

_____ written words

which includes any required Washington State Sales Tax. Payments will be made to Contractor as specified in the "Standard Specifications" of this Contract.

IN WITNESS WHEREOF, the City has caused these presents to be signed by its City Manager and attested by its City Attorney and the Contractor has hereunto set his hand and seal the day and year first above-written.

CONTRACTOR

CITY OF SAMMAMISH

President/Partner/Owner

City Manager

ATTEST

Secretary

City Attorney

Firm Name

check one
 Individual Partnership Corporation Incorporated in

CONTRACT NUMBER

Attention:

If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the contract, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City and made a part of the contract document.

If business is a PARTNERSHIP, full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the contract.

If business is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

SAMPLE

CONTRACT NUMBER



**EXHIBIT A
SCOPE OF SERVICES**

SAMPLE

CONTRACT NUMBER

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
	6 City, state, and ZIP code		City of Sammamish 801 228th Ave SE Sammamish, WA 98075
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

CONTRACT NUMBER



801 228th Avenue SE • Sammamish, WA 98075
Phone: 425-295-0500 • Fax: 425-295-0600
www.sammamish.us

LABOR AND MATERIAL PAYMENT BOND

We _____ as Principal, and _____ as Surety, jointly and severally bind ourselves, our heirs, successors and assigns as set forth herein to CITY OF SAMMAMISH (hereinafter called the Owner) for payment of the penal sum of

_____ Dollars (\$ _____), lawful money of the United States in connection with the owner’s award to the Contractor of the contract for construction (“Contract”) of the following project:

228th Avenue Curb Ramp Retrofit and Catch Basin Repairs

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, and pay all laborers, mechanics, and subcontractors and materialmen, taxing authorizes and all persons who supply such person or persons or subcontractors with material, equipment and supplies for the carrying on of such work, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall be in force until completion of the Project and acceptance by the Owner, and also for such period thereafter during which the law allows claims to be filed and sued upon.

This bond is provided pursuant to and in compliance with R.C.W. Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth herein.

Surety agrees that no change, extension of time, modifications or addition to the terms of the Contract, or the work to be performed thereunder, or to the specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the Owner reasonable attorney’s fees incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

CONTRACT NUMBER

Executed in four original counterparts on _____, 20_____

CONTRACTOR

By _____

(Title)

(Attach acknowledgment of authorized representative of Contractor).

_____ (Name and Address of Surety)

_____ (Name and Address of Surety's agent for service of process in Washington if different from above)

_____ (Telephone No. of Surety's Washington agent)

(Attach acknowledgment)

_____ Surety

By _____

Its Attorney-in-fact

Notice: Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.

CONTRACT NUMBER



801 228th Avenue SE • Sammamish, WA 98075
Phone: 425-295-0500 • Fax: 425-295-0600
www.sammamish.us

CONTRACTOR'S RETAINAGE AGREEMENT

IDENTIFICATION AND DESCRIPTION

Project Title: **228th Avenue Curb Ramp Retrofit and Catch Basin Repairs**

Contractor: _____

Representative: _____

Bid No.: _____ Date: _____ City _____

Clerk: _____

City Council Award Date: _____

CONTRACTOR'S INSTRUCTIONS

Pursuant to R.C.W. 60.28.01 0 I hereby notify the City of Sammamish of my instructions to:

invest not to invest the retainage withheld under the terms of this contract.

Type of Investment: _____

RETAINAGE FORMULA

In accordance with applicable State Statutes, the following provisions will be made for the disposition of the retainage held for investment:

1. All investments selected are subject to City approval.
2. Retainage under this agreement will be held in escrow by the _____, the terms of which are specified by separate escrow agreement. The cost of the investment program is to be borne entirely by the contractor.
3. The final disposition of the contract retainage will be made in accordance with applicable statutes.

Contractor: _____ Date _____

By _____ Firm Name _____ Title _____

Signature

Address:

CITY APPROVAL

Approval of Investment Program and Retainage Agreement

Phone: _____

Finance Department _____ Date _____

Federal ID #: _____

CONTRACT NUMBER



801 228th Avenue SE • Sammamish, WA 98075
Phone: 425-295-0500 • Fax: 425-295-0600
www.sammamish.us

PERFORMANCE BOND TO THE CITY OF SAMMAMISH

We, the undersigned _____ as
principal, and _____ corporation organized and
existing under the laws of the State of _____ as a surety corporation, and qualified
under the laws of the State of Washington to become surety upon bonds of contractors with municipal
corporations, as surety are jointly and severally held and
firmly bound to the City of Sammamish in the penal sum of \$_____ for the payment of
which sum on demand we bind ourselves and our successors, heirs, administrators or person
representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinance of the
City of Sammamish.

Dated at _____, Washington, this _____ day of _____, 20__.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to Public Works Construction Contract _____ providing for
construction of **228th Avenue Curb Ramp Retrofit and Catch Basin Repairs** the principal is required to furnish
a bond for the faithful performance of the contract; and
WHEREAS, the principal has accepted, or is about to accept, the contract, and undertake to perform the
work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____ shall faithfully
perform all of the provisions of said contract in the manner and within the time therein set forth, or within
such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics,
subcontractors and material-men, and all persons who shall supply said principal or subcontractors with
provisions and supplies for the carrying on of said work, and shall hold said City of Sammamish harmless
from any loss or damage occasioned to any person or property by reason of any carelessness or negligence
on the part of said principal, or any subcontractor in the performance of said work, and shall indemnify and
hold the City of Sammamish harmless from any damage or expense by reason of failure of performance as
specified in said contract or from defects appearing or developing in the operation of any mechanical or
electrical equipment and related components provided under such contract within a period of (2) two years
a after its acceptance thereof by the City of Sammamish, then his obligation shall become null and void,
otherwise it shall be and remain in full force. Customary trade warranties or guarantees on electrical and
mechanical equipment shall be assigned to the City of Sammamish.

Principal

Signature

Title

Surety

Signature

Title

PART 4

SPECIAL PROVISIONS

1 **INTRODUCTION TO THE SPECIAL PROVISIONS**

2
3 (June 30, 2020 G&O GSP)
4

5 The work on this project shall be accomplished in accordance with the *Standard*
6 *Specifications for Road, Bridge and Municipal Construction*, 2020 edition, as
7 issued by the Washington State Department of Transportation (WSDOT) and the
8 American Public Works Association (APWA), Washington State Chapter (hereafter
9 “Standard Specifications”). The Standard Specifications, as modified or
10 supplemented by these Special Provisions, all of which are made a part of the
11 Contract Documents, shall govern all of the Work.

12
13 These Special Provisions are made up of both General Special Provisions (GSPs)
14 from various sources, which may have project-specific fill-ins; and project-specific
15 Special Provisions. Each Provision either supplements, modifies, or replaces the
16 comparable Standard Specification, or is a new Provision. The deletion,
17 amendment, alteration, or addition to any subsection or portion of the Standard
18 Specifications is meant to pertain only to that particular portion of the section, and
19 in no way should it be interpreted that the balance of the section does not apply.
20

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

- 24 (March 8, 2013 APWA GSP)
25 (April 1, 2013 WSDOT GSP)
26 (May 1, 2013 G&O GSP)
27
28

29 Also incorporated into the Contract Documents by reference are:

- 30
31 • *Manual on Uniform Traffic Control Devices for Streets and Highways*,
32 currently adopted edition, with Washington State modifications, if any
33 • *Standard Plans for Road, Bridge and Municipal Construction*,
34 WSDOT/APWA, current edition
35

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

1 **DIVISION 1**

2
3 **GENERAL REQUIREMENTS**

4
5 **DESCRIPTION OF WORK**

6 (March 13, 1995 WSDOT GSP)

7 The work in this contract includes ADA ramp retrofits and catch basin repairs on
8 228th Avenue from near SE 8th Street to near NE 8th Street. The retrofits and
9 repairs will include removing and replacing existing concrete curb, concrete
10 sidewalk, curb ramps and asphalt pavement, storm improvements and traffic
11 control. Additional work includes modifying pedestrian push buttons, retaining
12 wall, fence relocations, roadway striping and adjusting utilities in the curb and
13 sidewalk, and other work all in accordance with the attached Contract Plans, these
14 Special Provisions and the Standard Specifications.

15
16 **1-01 DEFINITIONS AND TERMS**

17
18 **1-01.3 Definitions**

19 (June 29, 2020 G&O GSP)

20
21 Delete the definition of “Bid Documents,” “Completion Dates,” “Contract” and
22 “Contracting Agency.”

23
24 This Section is supplemented with the following:

25
26 All references in the Standard Specifications and WSDOT General Special
27 Provisions to the terms “Department of Transportation,” “Washington State
28 Transportation Commission,” “Commission,” “Secretary of Transportation,”
29 “Secretary,” “Headquarters,” and “State Treasurer” shall be revised to read
30 “Contracting Agency.”

31
32 All references to the terms “State” or “state” shall be revised to read
33 “Contracting Agency” unless the reference is to an administrative agency of
34 the State of Washington, a State statute or regulation, or the context
35 reasonably indicates otherwise.

36
37 All references to “State Materials Laboratory” shall be revised to read
38 “Contracting Agency designated location.”

39
40 All references to “final contract voucher certification” shall be interpreted to
41 mean the Contracting Agency form(s) by which final payment is authorized,
42 and final completion and acceptance granted.

SPECIAL PROVISIONS - Continued

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Additive

A supplemental unit of work or group of bid items, identified separately in the 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 Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Bid Documents

The component parts of the proposed Contract which may include, but not limited to, the Proposal form, the proposed Contract Provisions, the proposed Contract Plans, Addenda, and Subsurface Boring Logs (if any).

Business Day

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

Contract

The written agreement between the Contracting Agency and the Contractor. It describes, among other things:

1. What work will be done, and by when;
2. Who provides labor and materials; and
3. How Contractor will be paid.

The Contract includes the Contract (Agreement) form, bidder's completed Proposal Form, all required certificates and affidavits, performance and payment bonds, Standard Specifications for Road, Bridge and Municipal Construction, Contract Provisions, Contract Plans, Standard Plans, addenda and change orders.

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 completed.

SPECIAL PROVISIONS - Continued

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Contracting Agency (Owner)

Agency of Government that is responsible for the execution and administration of the Contract.

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 when both the Contractor and the Contracting Agency have signed the Agreement, binding themselves 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. The Engineer has received from the Contractor record drawings, operation and maintenance manuals, manufacturers' affidavits, and software and programming.

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.

SPECIAL PROVISIONS - Continued

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Final Acceptance Date

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

(June 27, 2011 G&O GSP)

Delete this Section and replace it with the following:

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

SPECIAL PROVISIONS - Continued

1 After Award of the Contract, Plans and Contract Provisions will be issued to
2 the Contractor at as stated below:

3	4 To Prime Contractor	5 No. of Sets	6 Basis of Distribution
7	8 Contract Provisions	9 3	10 Furnished automatically
11	12 Plans (22" x 34")	13 3	14 Furnished automatically

15 Additional Plans and other Contract Provisions may be purchased by the
16 Contractor.

17 **1-02.4 Examination of Plans, Specifications, and Site of Work**

18 **1-02.4(1) General**

19 (June 16, 2006 G&O GSP)

20 This Section is supplemented with the following:

21 Contractor shall review the entire Contract to ensure that the completeness
22 of their Proposal includes all items of Work regardless of where shown in
23 the Contract. Bidders are cautioned that alternate sources of information
24 (copies of the Contract obtained from third parties) are not necessarily an
25 accurate or complete representation of the Contract. Bidders shall use such
26 information at their own risk.

27 **1-02.4(2) Subsurface Information**

28 (June 16, 2006 G&O GSP)

29 Delete this Section and replace it with the following:

30 If the Contracting Agency has made a subsurface investigation of the site
31 of the proposed Work, the boring log data and soil sample test data
32 accumulated by the Contracting Agency will be made available for
33 inspection by the Bidders. However, the Contracting Agency makes no
34 representation or warranty, expressed or implied, that:

- 35 a. The Bidders' interpretations from the boring logs may be
36 correct;
- 37 b. Moisture conditions and indicated water tables will not vary
38 from those found at the time the borings were made;
- 39 c. The ground at the location of the borings has not been
40 physically disturbed or altered after the boring was made; and
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SPECIAL PROVISIONS - Continued

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- d. Conditions below the surface of the ground are consistent throughout the site with the information made available hereunder, or that conditions to be encountered on the site are uniform or consistent with geological conditions usually encountered in the area.

The Contracting Agency makes no representations, guarantees, or warranties as to the condition, materials, or proportions of the materials between the specific borings, regardless of any subsurface information the Contracting Agency may make available to the prospective Bidders. Bidders are solely responsible for making the necessary investigations to support and/or verify any conclusions or assumptions used in preparation of their bids.

Any subsurface investigations and analysis were carried out for design purposes only. Contractor may not rely upon or make any claim against Contracting Agency, Engineer, or any of their subconsultants, with respect to:

- 1. The completeness of such reports for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. Other conclusions, interpretations, opinions, representations, and information contained in such reports; or
- 3. Any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, conclusions, interpretations, opinions or information.

1-02.5 Proposal Forms
(June 27, 2011 G&O GSP)

Delete this Section and replace it with the following:

Proposals shall be submitted on the Proposal Form, which is included with the Contract. All Proposals shall be completed, signed and dated.

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 lump sum and/or unit bid prices. The Bidder shall complete spaces on the Proposal Form that call for,

SPECIAL PROVISIONS - Continued

1 but are not limited to, unit prices; extensions; summations; the total bid
2 amount; signatures; date; and, where applicable, retail sales taxes and
3 acknowledgment of addenda; the bidder's name, address, telephone
4 number, and signature; the Bidder's D/M/WBE commitment, if applicable; a
5 State of Washington Contractor's Registration Number; and a Business
6 License Number, if applicable. Bids shall be completed by typing or shall
7 be printed in ink by hand, preferably in black ink. Required certifications are
8 included as part of the Proposal Form.

9
10 The Contracting Agency reserves the right to arrange the proposal forms
11 with alternates and additives, if such be to the advantage of the Contracting
12 Agency. The Bidder shall bid on all alternates and additives set forth in the
13 Proposal form unless otherwise specified.

14
15 **1-02.6 Preparation of Proposal**

16 (April 6, 2018 G&O GSP)

17
18 Supplement the second paragraph with the following:

- 19
20 4. If a minimum bid amount has been established for any item, the unit
21 or lump sum price must equal or exceed the minimum amount stated.
22
23 5. Any correction to a bid made by interlineation, alteration, or erasure,
24 shall be initialed by the signer of the bid.

25
26 Delete the fourth paragraph.

27
28 Item number 1 in the fifth paragraph of Section 1-02.6 is revised to read:

- 29
30 1. Subcontractors who will perform the work of structural steel
31 installation, rebar installation, heating, ventilation, air conditioning
32 and plumbing as described in RCW 18.106 and electrical as
33 described in RCW 19.28, and
34

35 Delete the last two paragraphs, and replace it with the following:

36
37 The Bidder shall submit with their Bid a completed Contractor Certification
38 Wage Law Compliance form, provided by the Contracting Agency. Failure
39 to return this certification as part of the Bid Proposal package will make this
40 Bid Nonresponsive and ineligible for Award. A Contractor Certification of
41 Wage Law Compliance form is included in the Proposal Forms.

42
43 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in
44 any manner.
45

SPECIAL PROVISIONS - Continued

1 A bid by a corporation shall be executed in the corporate name, by the
2 president or a vice president (or other corporate officer accompanied by
3 evidence of authority to sign).
4

5 A bid by a partnership shall be executed in the partnership name, and
6 signed by a partner. A copy of the partnership agreement shall be submitted
7 with the Bid Form if any UDBE requirements are to be satisfied through
8 such an agreement.
9

10 A bid by a joint venture shall be executed in the joint venture name and
11 signed by a member of the joint venture. A copy of the joint venture
12 agreement shall be submitted with the Bid Form if any UDBE requirements
13 are to be satisfied through such an agreement.
14

15 All Proposals submitted shall, on their face, remain valid for a period of 60
16 days following the date of Bid opening. In the event of a conflict in this
17 duration, which may appear elsewhere in the Contract Provisions, the
18 longest duration shall apply.
19

20 **1-02.7 Bid Deposit**
21 (March 8, 2013 G&O GSP)
22

23 Supplemented this Section with the following:
24

25 Bid bonds shall contain the following:
26

- 27 1. The name of the project;
- 28 2. The name of the Contracting Agency, named as the obligee;
- 29 3. The amount of the bid bond stated either as a dollar figure or
30 as a percentage which represents five percent of the
31 maximum bid amount that could be awarded;
32
- 33 4. The signature of the bidder's officer empowered to sign official
34 statements. The signature of the person authorized to submit
35 the Proposal should agree with the signature on the bond, and
36 the title of the person must accompany the said signature;
37
- 38 5. The signature of the surety's officer empowered to sign the
39 bond, and the power of attorney.
40

41 The Bidder must use the bond form included in the Contract.
42
43
44

SPECIAL PROVISIONS - Continued

1 **1-02.9 Delivery of Proposal**

2 (January 3, 2012 G&O GSP)

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

5
6 The Proposal, bid bond, and all other certificates, forms or other documents
7 required by any Contract Provisions to be executed and delivered with said
8 Proposal shall be submitted, in a sealed package, addressed to the
9 Contracting Agency, and plainly marked "Proposal for _____
10 (insert name of project as shown on the Proposal) to be opened on the
11 _____ day of _____, 20____," (said day, month and year to be
12 used as shown in the published Call for Bids).

13
14 The Contracting Agency will not consider any Proposal or any supplement
15 to a Proposal that is received after the time specified for receipt of
16 Proposals, or received in a location other than that specified for receipt of
17 Proposal. Emailed or faxed Proposals or supplement to a Proposal are not
18 acceptable.

19
20 **1-02.10 Withdrawing, Revising, or Supplementary Proposal**

21 (July 23, 2015 APWA GSP)

22
23 Delete this Section and replace it with the following:

24
25 After submitting a physical Bid Proposal to the Contracting Agency, the
26 Bidder may withdraw, revise, or supplement it if:

- 27
28 1. The Bidder submits a written request signed by an authorized person
29 and physically delivers it to the place designated for receipt of Bid
30 Proposals, and
31
32 2. The Contracting Agency receives the request before the time set for
33 receipt of Bid Proposals, and
34
35 3. The revised or supplemented Bid Proposal (if any) is received by the
36 Contracting Agency before the time set for receipt of Bid Proposals.
37

38 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal
39 is received before the time set for receipt of Bid Proposals, the Contracting
40 Agency will return the unopened Proposal package to the Bidder. The
41 Bidder must then submit the revised or supplemented package in its
42 entirety. If the Bidder does not submit a revised or supplemented package,
43 then its bid shall be considered withdrawn.
44

SPECIAL PROVISIONS - Continued

1 Late revised or supplemented Bid Proposals or late withdrawal requests will
2 be date recorded by the Contracting Agency and returned unopened.
3 Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid
4 Proposal are not acceptable.

5

6 **1-02.11 Combination and Multiple Proposals**

7 (June 16, 2006 G&O GSP)

8

9 Delete this Section in its entirety.

10

11 **1-02.13 Irregular Proposals**

12 (March 29, 2018 G&O GSP)

13

14 Delete this Section and replace it with the following:

15

- 16 1. A proposal will be considered irregular and will be rejected if:
 - 17
 - 18 a. The Bidder is not prequalified when so required;
 - 19
 - 20 b. The authorized proposal form furnished by the Contracting
 - 21 Agency is not used or is altered;
 - 22
 - 23 c. The completed proposal form contains any unauthorized
 - 24 additions, deletions, alternate Bids, or conditions;
 - 25
 - 26 d. The Bidder adds provisions reserving the right to reject or
 - 27 accept the award, or enter into the Contract;
 - 28
 - 29 e. A price per unit cannot be determined from the Bid Proposal;
 - 30
 - 31 f. The Proposal form is not properly executed;
 - 32
 - 33 g. The Bidder fails to submit or properly complete a
 - 34 Subcontractor list, if applicable, as required in Section 1-02.6;
 - 35
 - 36 h. The Bidder fails to submit or properly complete a
 - 37 Disadvantaged Business Enterprise Certification, if
 - 38 applicable, as required in Section 1-02.6;
 - 39
 - 40 i. The Bid Proposal does not constitute a definite and
 - 41 unqualified offer to meet the material terms of the Bid
 - 42 invitation; or
 - 43
 - 44 j. More than one proposal is submitted for the same project from
 - 45 a Bidder under the same or different names.

SPECIAL PROVISIONS - Continued

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- 2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders
(August 1, 2009 G&O GSP)

Delete this Section and replace it with the following:

- A Bidder will be deemed not responsible if:
- 1. The Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1); or
 - 2. Evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
 - 3. The Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
 - 4. An unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women’s Business Enterprise utilization; or

SPECIAL PROVISIONS - Continued

1 **1-02.15 Pre-Award Information**

2 (August 14, 2013 APWA GSP)

3
4 Delete this Section and replace it with the following:

5
6 Before awarding any Contract, the Contracting Agency may require one or
7 more of these items or actions of the apparent lowest responsible bidder:

- 8
9 1. A complete statement of the origin, composition, and
10 manufacture of any or all materials to be used,
11
- 12 2. Samples of these materials for quality and fitness tests,
13
- 14 3. A progress schedule (in a form the Contracting Agency
15 requires) showing the order of and time required for the
16 various phases of the work,
17
- 18 4. A breakdown of costs assigned to any bid item,
19
- 20 5. Attendance at a conference with the Engineer or
21 representatives of the Engineer,
22
- 23 6. Obtain, and furnish a copy of, a business license to do
24 business in the city or county where the work is located,
25
- 26 7. Any other information or action taken that is deemed
27 necessary to ensure that the Bidder is the lowest responsible
28 bidder.
29

30 **1-03 AWARD AND EXECUTION OF CONTRACT**

31 **1-03.1 Consideration of Bids**

32 (January 23, 2006 APWA GSP)

33
34 Revise the first paragraph to read:

35
36
37 After opening and reading proposals, the Contracting Agency will check
38 them for correctness of extensions of the prices per unit and the total price.
39 If a discrepancy exists between the price per unit and the extended amount
40 of any bid item, the price per unit will control. If a minimum bid amount has
41 been established for any item and the bidder's unit or lump sum price is less
42 than the minimum specified amount, the Contracting Agency will unilaterally
43 revise the unit or lump sum price, to the minimum specified amount and
44 recalculate the extension. The total of extensions, corrected where
45 necessary, including sales taxes where applicable and such additives

SPECIAL PROVISIONS - Continued

1 and/or alternates as selected by the Contracting Agency, will be used by the
2 Contracting Agency for award purposes and to fix the Awarded Contract
3 Price amount and the amount of the contract bond.
4

5 **1-03.2 Award of Contract**

6 (*****)
7

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

10 Normally, Contract Award or bid rejection will occur within 75 calendar days
11 after bid opening. If the lowest responsible Bidder and the Contracting
12 Agency agree, this deadline may be extended. If they cannot agree on an
13 extension by the 75th calendar day deadline, the Contracting Agency
14 reserves the right to award the Contract to the next lowest responsible
15 Bidder or reject all bids. The Contracting Agency will notify the successful
16 Bidder of the Contract Award in writing.
17

18 **1-03.3 Execution of Contract**

19 (June 16, 2006 G&O GSP)
20

21 Delete this Section and replace it with the following:
22

23 Within 10 calendar days after the Award date, the successful Bidder shall
24 return the signed Contracting Agency-prepared Contract, an insurance
25 certification as required by Section 1-07.18, and satisfactory bonds as
26 required by law and Section 1-03.4. Before execution of the Contract by
27 the Contracting Agency, the successful Bidder shall provide any pre-Award
28 information the Contracting Agency may require under Section 1-02.15.
29

30 Until the Contracting Agency executes a Contract, no Proposal shall bind
31 the Contracting Agency nor shall any work begin within the project limits or
32 within Contracting Agency-furnished sites. The Contractor shall bear all
33 risks for any work begun outside such areas and for any materials ordered
34 before the Contract is executed by the Contracting Agency.
35

36 A written Notice to Proceed will be issued after the Contract has been
37 executed by the Contractor and the Contracting Agency, and the
38 performance and labor and material payment bonds, other required
39 certificates and documents and insurance certificates are approved by the
40 Contracting Agency or, where applicable, by State or Federal agencies
41 responsible for funding any portion of the project.
42

SPECIAL PROVISIONS - Continued

1 **1-03.4 Contract Bond**

2 (July 21, 2020, G&O GSP)

3
4 Revise the first paragraph to read:

5
6 The successful bidder shall provide an executed performance and public
7 works payment bonds for the full contract amount. These bonds shall:

- 8
9 1. Be on Contracting Agency-furnished forms;
- 10
11 2. Be signed by an approved surety (or sureties) that:
- 12
13 a. Is registered with the Washington State Insurance
14 Commissioner; and
- 15
16 b. Appears on the current Authorized Insurance List in the State
17 of Washington published by the Office of the Insurance
18 Commissioner.
- 19
20 3. Be conditioned upon the faithful performance of the contract by the
21 Contractor within the prescribed time;
- 22
23 4. Guarantee that the Contractor will perform and comply with all
24 obligations, duties, and conditions under the Contract including, but
25 not limited to, the duty and obligation to indemnify, defend, and
26 protect the Contracting Agency against all losses and claims related
27 directly or indirectly from any failure:
- 28
29 a. Of the Contractor (or any of the employees, subcontractors,
30 or lower tier subcontractors of the Contractor) to faithfully
31 perform and comply with the contract; or
- 32
33 b. Of the Contractor (or the subcontractors or lower tier
34 subcontractors of the Contractor) to pay all laborers,
35 mechanics, subcontractors, lower tier subcontractors,
36 materialperson, or any other person who provides supplies or
37 provisions for carrying out the work.
- 38
39 5. Be conditioned upon payment of taxes, increases, and penalties
40 incurred on the project under Titles 50, 51, and 82 RCW; and
- 41
42 6. Be accompanied by a power of attorney for the Surety's officer
43 empowered to sign the bond; and

SPECIAL PROVISIONS - Continued

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7. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

10 **1-03.7 Judicial Review**
11 (November 30, 2018 APWA GSP)

12
13 Revise this Section to read:

14
15 Any decision made by the Contracting Agency regarding the Award and
16 execution of the Contract or Bid rejection shall be conclusive subject to the
17 scope of judicial review permitted under Washington Law. Such review, if
18 any, shall be timely filed in the Superior Court of the county where the
19 Contracting Agency headquarters is located, provided that where an action
20 is asserted against a county, RCW 36.01.050 shall control venue and
21 jurisdiction.

22
23 **1-04 SCOPE OF THE WORK**

24
25 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
26 **Specifications, and Addenda**
27 (June 29, 2020 G&O GSP)

28
29 Delete the first two paragraphs of this Section and replace them with the following:

30
31 The complete Contract includes these parts: Contract (Agreement) form,
32 bidder's completed Proposal Form, Contract Plans, Contract Provisions,
33 Standard Specifications, Standard Plans, addenda, all required certificates
34 and affidavits, performance and labor and material payment bonds, and
35 change orders. These parts complement each other in describing a
36 complete Work. Any requirement in one part binds as if stated in all parts.
37 The Contractor shall provide any work or materials clearly implied in the
38 Contract even if the Contract does not mention it specifically.

39
40 Any inconsistency in the parts of the Contract shall be resolved by following
41 this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so
42 forth):

- 43
44 1. Addenda,
45 2. Proposal Form and Agreement,

SPECIAL PROVISIONS - Continued

3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency's Standard Plans (if any), and
7. WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction

1-04.4 Changes

1-04.4(1) Minor Changes

(June 7, 2019 G&O GSP)

This Section is revised to read as follows:

Payments or credits for changes may be made under the Bid item "Minor Change." At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes.

The Contractor will be provided a copy of the completed order for Minor Changes. The agreement for the Minor Changes will be documented by signature of the Contractor, or notation of verbal agreement. If the Contractor is in disagreement with anything required by the order for Minor Changes, the Contractor may protest the order as provided in Section 1-04.5.

Payments will be determined in accordance with Section 1-09.4. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount for "Minor Change" in the Proposal to become a part of the total Bid by the Contractor. The Contractor/Bidder is cautioned that payment of any portion of this bid item is not guaranteed unless such need arises during the performance of this project. Where references are made herein to consider some work incidental to the Contract and as such to merge the cost of incidental work into the various items bid, no such costs shall be merged into this bid item.

All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

SPECIAL PROVISIONS - Continued

1 **1-04.6 Variation in Estimated Quantities**

2 (July 23, 2015 APWA GSP)

3
4 Delete the first paragraph of this Section and replace it with the following:

5
6 Payment to the Contractor will be made only for the actual quantities of
7 Work performed and accepted in conformance with the Contract. When the
8 accepted quantity of Work performed under a unit item varies from the
9 original Proposal quantity, payment will be at the unit Contract price for all
10 Work unless the total accepted quantity of any Contract item, adjusted to
11 exclude added or deleted amounts included in change orders accepted by
12 both parties, increases or decreases by more than 25 percent from the
13 original Proposal quantity, and if the total extended bid price for that item at
14 the time of award is equal to or greater than 10 percent of the total Contract
15 price at time of Award. In that case, payment for Contract Work may be
16 adjusted as described herein.

17
18 **1-05 CONTROL OF WORK**

19
20 **1-05.1 Authority of the Engineer**

21 (July 21, 2020 G&O GSP)

22
23 This Section is supplemented with the following:

24
25 The Engineer does not purport to be a safety expert, is not engaged in that
26 capacity under this Contract or the Engineer's contract with the Contracting
27 Agency. The Engineer does not have either the authority or the
28 responsibility to enforce construction safety laws, rules, regulations or
29 procedures, or to order the stoppage of Work for claimed violations thereof.
30 From time to time, the Engineer may inform the Contractor of conditions that
31 may constitute safety issues or violations. Such information will be provided
32 solely to cooperate with and assist the Contractor and shall not make the
33 Engineer or Inspector responsible for the enforcement of safety laws, rules,
34 regulations or procedures. After receiving information relating to safety
35 issues from the Engineer, the Contractor shall make its own examination
36 and analysis of the situation reported and take such action, if any, that the
37 Contractor determines to be appropriate. The Engineer's performance of
38 project representation and observation services for the Contracting Agency
39 shall not make the Engineer responsible for the enforcement of safety laws,
40 rules, regulations or procedures. The Engineer also shall not be
41 responsible for construction means, methods, techniques, sequences, or
42 procedures or for the Contractor's failure to properly perform the Work, all
43 of which are entirely the responsibility of the Contractor.

SPECIAL PROVISIONS - Continued

1 The Engineer shall have no liability whatsoever to, or contractual
2 relationship with, the Contractor in any way relating to this Contract. The
3 Contracting Agency and the Contractor must look solely to each other for
4 the enforcement with respect to any rights, obligations, claims or liabilities
5 arising under or in any way relating to the Contract. Neither the authority
6 given to the Engineer herein, nor any action or service provided by the
7 Engineer or its subconsultants with regard to the Project, shall create any
8 duty owed by the Engineer or its subconsultants to the Contractor or a
9 cause of action against the Engineer or its subconsultants by Contractor.

10
11 Neither the Engineer nor any of its assistants or agents shall have any
12 power to waive any obligation of the Contract. The Engineer's failure to
13 reject Work that is defective or otherwise does not comply with the
14 requirements of the Contract shall not constitute approval or acceptance of
15 the Work or relieve the Contractor of its obligations under the Contract,
16 notwithstanding that such Work has been estimated for payment or that
17 payments have been made for that Work. Neither shall such failure to reject
18 Work, nor any acceptance by the Engineer or by the Contracting Agency of
19 any part of or the whole of the Work bar a claim by the Contracting Agency
20 at any subsequent time for recovery of damages for the cost of removal and
21 replacement of any portions of the Work that do not comply with the
22 Contract.

23
24 **1-05.2 Authority of Assistants and Inspectors**

25 (June 16, 2006 G&O GSP)

26
27 This Section is supplemented with the following:

28
29 The presence or absence of an Inspector at the Work site will be at the sole
30 discretion of the Contracting Agency and will not in any way relieve the
31 Contractor of its responsibility to properly perform the Work as required by
32 the Contract Provisions.

33
34 The Inspector does not purport to be a safety expert, and is not engaged in
35 that capacity under this Contract or the Engineer's contract with the
36 Contracting Agency. The Inspector does not have the authority or the
37 responsibility to enforce construction safety laws, rules, regulations or
38 procedures, or to order the stoppage of Work for claimed violations thereof.
39 From time to time, the Inspector may inform the Contractor of conditions
40 that may constitute safety issues or violations. Such information will be
41 provided solely to cooperate with and assist the Contractor and shall not
42 make the Inspector or the Engineer responsible for the enforcement of
43 safety laws, rules, regulations or procedures. After receiving information
44 relating to safety issues from the Resident Engineer, the Contractor shall
45 make its own examination and analysis of the situation reported and take

SPECIAL PROVISIONS - Continued

1 such action, if any, that the Contractor determines to be appropriate. The
2 Inspector's performance of project representation and observation services
3 shall not make the Inspector responsible for the enforcement of safety laws,
4 rules, regulations or procedures; nor shall it make the Inspector responsible
5 for construction means, methods, techniques, sequences, or procedures,
6 or for the Contractor's failure to properly perform the Work, all of which are
7 entirely the responsibility of the Contractor.
8

9 **1-05.4 Conformity With and Deviation from Plans and Stakes**

10 (*****)

11
12 Delete this Section and replace it with the following:

13
14 **1-05.4(1) Description**

15
16 The Contractor shall furnish all survey necessary for the construction of this
17 project.

18
19 The Contractor shall be responsible for setting, maintaining and resetting
20 (as may be required) all alignment stakes, slope stakes, and grades
21 necessary for the construction of the roadbed, utilities, surfacing, paving,
22 sidewalks, curb ramps, signing, retaining wall, etc. Survey control data has
23 been furnished by the Contracting Agency on the Plans. Any calculations,
24 surveying, and measuring required for utilizing and maintaining the
25 necessary lines and grades shall be the Contractor's responsibility.
26

27 **1-05.4(2) Payment (New Section)**

28
29 All costs incurred by the Contractor in performing the contract work in
30 Section 1-05.4 shall be considered incidental to the project and as such
31 shall be merged into the various lump sum and unit prices bid.
32

33 **1-05.7 Removal of Defective and Unauthorized Work**

34 (June 16, 2006 G&O GSP)

35
36 This Section is supplemented with the following:

37
38 If the Contractor fails to remedy defective or unauthorized work within the
39 time specified in a written notice from the Contracting Agency, or fails to
40 perform any part of the Work required by the Contract, the Engineer may
41 correct and remedy such work as may be identified in the written notice with
42 Contracting Agency forces or by such other means as the Contracting
43 Agency may deem necessary.
44

SPECIAL PROVISIONS - Continued

1 If the Contractor fails to comply with a written order to remedy what the
2 Engineer determines to be an emergency or urgent situation, the
3 Contracting Agency may have the defective work corrected immediately,
4 have the rejected work removed and replaced, or have work that the
5 Contractor refuses or fails to perform completed by others. An emergency
6 or urgent situation is any situation when, in the opinion of the Engineer, a
7 delay in taking remedial action could be potentially unsafe and may cause
8 risk of personal injury, property damage, or economic loss to the public, the
9 Work, or the Contracting Agency.

10
11 Direct or indirect costs incurred by the Contracting Agency attributable to
12 correcting and remedying defective or unauthorized work, or work the
13 Contractor failed or refused to perform, shall be paid by the Contractor.
14 Payment will be deducted by the Contracting Agency from monies due, or
15 to become due, the Contractor. Such direct and indirect costs shall include,
16 without limitation, compensation for additional professional services
17 required, and costs for repair and replacement of work of others destroyed
18 or damaged by correction, removal, or replacement of the Contractor's
19 defective or unauthorized work.

20
21 No extension of the Contract time or additional compensation will be
22 allowed because of any delay in the performance of the Work attributable
23 to the Contracting Agency's exercise of its rights provided by this Section.
24

25 The rights provided to the Contracting Agency by this Section shall not
26 diminish the Contracting Agency's right to pursue any other or additional
27 remedy with respect to the Contractor's failure to perform the Work as
28 required.
29

30 **1-05.11 Final Inspection**
31 (June 16, 2006 G&O GSP)

32
33 Delete this Section and replace it with the following:

34
35 **1-05.11 Final Inspections and Operational Testing (New Section)**
36 (June 16, 2006 G&O GSP)

37
38 **1-05.11(1) Substantial Completion Date**

39
40 When the Contractor considers the Work to be substantially complete, the
41 Contractor shall notify the Engineer in writing and request that the Engineer
42 establish the Substantial Completion Date. The Contractor's notice shall
43 list the specific items of the Work that remain to be completed in order to
44 achieve physical completion. The Engineer will schedule an inspection of

SPECIAL PROVISIONS - Continued

1 the Work with the Contractor to determine the status of completion. The
2 Engineer may also establish the Substantial Completion Date unilaterally.

3
4 If, after inspection, the Engineer concurs with the Contractor that the Work
5 is substantially complete and ready for its intended use, the Engineer, by
6 written notice to the Contractor, will establish the Substantial Completion
7 Date. If, after inspection, the Engineer does not consider the Work to be
8 substantially complete and ready for its intended use, the Engineer will
9 notify the Contractor in writing and provide the reasons therefore.

10
11 Upon receipt of written notice either establishing the Substantial Completion
12 Date or informing the Contractor that the Work is not substantially complete,
13 whichever is applicable, the Contractor shall pursue vigorously, diligently
14 and without unauthorized interruption, the work necessary to reach
15 substantial completion and physical completion of the Work. The
16 Contractor shall provide the Engineer with a revised schedule indicating
17 when the Contractor expects to reach substantial and physical completion
18 of the Work.

19
20 The above process shall be repeated until the Engineer establishes the
21 Substantial Completion Date and the Contractor considers the Work
22 physically complete and ready for final inspection.

23
24 **1-05.11(2) Final Inspection and Physical Completion Date**

25
26 When the Contractor considers the Work to be physically complete and
27 ready for final inspection, the Contractor shall provide written notice to the
28 Engineer requesting a final inspection. The Engineer will then schedule a
29 date for final inspection. The Engineer and the Contractor will then make a
30 final inspection, and the Engineer will notify the Contractor in writing of all
31 particulars in which the final inspection reveals the Work to be incomplete
32 or unacceptable. The Contractor shall immediately take such corrective
33 measures as are necessary to remedy the listed deficiencies. Corrective
34 work shall be pursued vigorously, diligently, and without interruption until
35 the listed deficiencies have been completed. This process will continue until
36 the Contracting Agency is satisfied the listed deficiencies have been
37 corrected and the Work is physically complete.

38
39 If action to correct the listed deficiencies is not initiated within seven days
40 after receipt of the written notice listing the deficiencies, the Contracting
41 Agency may, upon written notice to the Contractor, take whatever steps are
42 necessary to correct those deficiencies pursuant to Section 1-05.7. The
43 Contractor will not be allowed any extension of the Contract time or
44 additional compensation because of a delay in the performance of the Work
45 attributable to the exercise of the Contracting Agency's rights hereunder.

SPECIAL PROVISIONS - Continued

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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 constitute acceptance of the Work or imply that all the obligations of the Contractor under the Contract have been fulfilled.

Add the following new section:

1-05.12(1) 2-Year Guarantee Period
(March 8, 2013 G&O GSP)

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within two years after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency’s written notice of a defect, and shall complete such work within the time stated in the Contracting Agency’s notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency’s own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for two years after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor’s work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

1-05.13 Superintendents, Labor and Equipment of Contractor
(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraph of this Section.

SPECIAL PROVISIONS - Continued

1 **1-05.15 Method of Serving Notices**

2 (March 25, 2009 APWA GSP)

3 Revise the second paragraph to read:

4

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

13

14 Add the following new section:

15

16 **1-05.16 Water and Power (New Section)**

17 (October 1, 2005 APWA GSP)

18

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

22

23 **1-06 CONTROL OF MATERIAL**

24

25 **1-06.1 Approval of Materials Prior to Use**

26 (January 3, 2012 G&O GSP)

27

28 This Section is supplemented with the following:

29

30 The Contractor shall be responsible for the accuracy and completeness of
31 the information contained in each QPL and RAM submittal and shall ensure
32 that all material, equipment or method of work shall be as described in the
33 QPL and approved RAM. The Contractor shall verify that all features of all
34 products conform to the requirements of the Contract and Plans. The
35 Contractor shall ensure that there is no conflict with other submittals and
36 specifically notify the Contracting Agency in each case where the
37 Contractor's submittal may affect the work of another contractor or the
38 Contracting Agency. The Contractor shall ensure coordination of submittals
39 among the related crafts and subcontractors. If the Contractor proposes to
40 provide material, equipment, or a method of work, which deviates from the
41 Contract, the Contractor shall indicate so on the transmittal form
42 accompanying the QPL and/or RAM submittals and submit a written request
43 to the Engineer for approval of the proposed substitution.

44

SPECIAL PROVISIONS - Continued

1 Submittals required for the Work shall include any or all of the following, as
2 required by the Contract:

- 3
4 a. Manufacturer's literature
5 b. Shop drawings
6 c. Material samples
7 d. Test reports
8

9 **Timing of Product Submittals**

10
11 All submittal information shall be sent to the Engineer through the
12 Contractor.

13
14 All submittals shall be provided far enough in advance of installation to allow
15 sufficient time for reviews and necessary approvals.

16
17 The Contractor shall allow at least 14 calendar days for the Engineer's
18 review of all submittals.

19 **Number of Submittals**

20
21
22 The Contractor shall submit four (min.) copies of each QPL and RAM
23 submittal. One (min.) copy will be returned to the Contractor and three
24 (min.) will be retained by the Contracting Agency and Engineer. In lieu of
25 submitting hard copies the Contractor may submit QPLs and RAMs
26 electronically.
27

28 **Resubmittals**

29
30 When a submittal is resubmitted for any reason, it shall be resubmitted
31 referencing the previous RAM # and the number of times it has been
32 resubmitted (RAM # - times resubmitted).
33

34 **Delays**

35
36 All costs of delays caused by the failure of the Contractor to provide
37 submittals in a timely manner will be borne by the Contractor.
38

39 **Payment**

40
41 The cost to prepare and submit submittals shall be included in the bid prices
42 for various items associated with the required submittals.
43
44

SPECIAL PROVISIONS - Continued

1 **1-06.1(2) Request for Approval of Material (RAM)**

2 (June 16, 2006 G&O GSP)

3
4 This Section is supplemented with the following:

5
6 **Submittal Information**

7 Shop, catalog, and other appropriate drawings shall be submitted to the
8 Engineer for review prior to fabrication or ordering of all equipment or
9 materials specified. Submittal documents shall be clearly edited to indicate
10 only those items, models, or series of materials or equipment which are
11 being submitted for review. All extraneous materials shall be crossed out or
12 otherwise obliterated.

13
14 Shop drawings shall be submitted in the form of blue-line or black-line prints
15 of each sheet. Blueprint submittals will not be acceptable.

16
17 All shop drawings shall be accurately drawn to a scale sufficiently large
18 enough to show pertinent features and methods of connection or jointing.
19 Figure dimensions shall be used on all shop drawings, as opposed to scaled
20 dimensions.

21
22 All shop drawings shall bear the Contractor's certification that the Contractor
23 has reviewed, checked, and approved the shop drawings.

24
25 **1-06.2(2)B Financial Incentive**

26 (February 15, 2008 G&O GSP)

27
28 Delete the first sentence of the first paragraph of this Section.

29
30 **1-06.4 Handling and Storing Materials**

31 (June 16, 2006 G&O GSP)

32
33 This Section is supplemented with the following:

34
35 The Contractor may be required to provide off-site storage of equipment
36 and materials to enable construction to occur at the construction site. The
37 Contractor has full responsibility to secure all off-site storage areas, if
38 needed, and shall include the costs for providing such storage areas in the
39 Proposal for the individual equipment and material bid items requiring off-
40 site storage. All off-site storage areas shall be fenced, secure and have
41 access restricted or withheld from the general public.

SPECIAL PROVISIONS - Continued

1 **1-06.6 Recycled Materials**

2 (January 4, 2016 APWA GSP)

3
4 Delete this Section, including its subsections, and replace it with the following:

5
6 The Contractor shall make their best effort to utilize recycled materials in
7 the construction of the project. Approval of such material use shall be as
8 detailed elsewhere in the Standard Specifications.

9
10 Prior to Physical Completion the Contractor shall report the quantity of
11 recycled materials that were utilized in the construction of the project for
12 each of the items listed in Section 9-03.21. The report shall include hot mix
13 asphalt, recycled concrete aggregate, recycled glass, steel furnace slag
14 and other recycled materials (e.g. utilization of on-site material and
15 aggregates from concrete returned to the supplier). The Contractor's report
16 shall be provided on DOT form 350-075 Recycled Materials Reporting.

17
18 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

19
20 **1-07.1 Laws to be Observed**

21
22 (May 13, 2020, WSDOT GSP)

23
24 This Section is supplemented with the following:

25
26 In response to COVID-19, the Contractor shall prepare a project specific
27 COVID-19 Health and Safety Plan (CHSP) in conformance with Section 1-
28 07.4(2) as supplemented in these specifications, **COVID-19 Health and**
29 **Safety Plan (CHSP).**

30
31 (June 16, 2006 G&O GSP)

32 This Section is supplemented with the following:

33
34 In cases of conflict between different safety regulations, the more stringent
35 regulation shall apply.

36
37 The Washington State Department of Labor and Industries shall be the sole
38 and paramount administrative agency responsible for the administration of
39 the provisions of the Washington Industrial Safety and Health Act of 1973
40 (WISHA).

41
42 All Work under this Contract shall be performed in a safe manner. The
43 Contractor and all Subcontractors shall observe all rules and regulations of
44 the Washington State Department of Labor and Industries, rules and
45 regulations of OSHA, WISHA or any other jurisdiction, and all other

SPECIAL PROVISIONS - Continued

1 applicable safety standards. The Contractor shall be solely and completely
2 responsible for conditions of the job site, including safety of all persons and
3 property during performance of the Work. This requirement shall apply
4 continuously and not be limited to normal working hours.

5
6 The Engineer's review of the Contractor's work plan, safety plan,
7 construction sequence, schedule or performance does not and is not
8 intended to include review or approval of the adequacy of the Contractor's
9 safety measures in, on, or near the construction site. The Engineer does
10 not purport to be a safety expert, is not engaged in that capacity under this
11 Contract, and has neither the authority nor the responsibility to enforce
12 construction safety laws, rules, regulations, or procedures, or to order the
13 stoppage of Work for claimed violations thereof.

14
15 The Contractor shall exercise every precaution at all times for the
16 prevention of accidents and the protection of persons (including employees)
17 and property. All exposed moving parts of equipment capable of inflicting
18 injury by accidental contact shall be protected with sturdy removable guards
19 in accordance with applicable safety regulations.

20
21 **1-07.2 Sales Tax**

22
23 Delete this section, including its subsections, in its entirety and replace it with the
24 following:

25
26 **1-07.2 Sales Tax**
27 (June 27, 2011 APWA GSP)

28
29 The Washington State Department of Revenue has issued special rules
30 on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to
31 clarify those rules. The Contractor should contact the Washington State
32 Department of Revenue for answers to questions in this area. The
33 Contracting Agency will not adjust its payment if the Contractor bases a
34 bid on a misunderstood tax liability.

35
36 The Contractor shall include all Contractor-paid taxes in the unit bid prices
37 or other contract amounts. In some cases, however, state retail sales tax
38 will not be included. Section 1-07.2(2) describes this exception.

39
40 The Contracting Agency will pay the retained percentage (or release the
41 Contract Bond if a FHWA funded project) only if the Contractor has
42 obtained from the Washington State Department of Revenue a certificate
43 showing that all contract-related taxes have been paid (RCW 60.28.051).
44 The Contracting Agency may deduct from its payments to the Contractor
45 any amount the Contractor may owe the Washington State Department of

SPECIAL PROVISIONS - Continued

1 Revenue, whether the amount owed relates to this contract or not. Any
2 amount so deducted will be paid into the proper State fund.

3
4 **1-07.2(1) State Sales Tax — Rule 171**

5
6 WAC 458-20-171, and its related rules, apply to building, repairing, or
7 improving streets, roads, etc., which are owned by a municipal
8 corporation, or political subdivision of the state, or by the United States,
9 and which are used primarily for foot or vehicular traffic. This includes
10 storm or combined sewer systems within and included as a part of the
11 street or road drainage system and power lines when such are part of the
12 roadway lighting system. For work performed in such cases, the
13 Contractor shall include Washington State Retail Sales Taxes in the
14 various unit bid item prices, or other contract amounts, including those that
15 the Contractor pays on the purchase of the materials, equipment, or
16 supplies used or consumed in doing the work.

17
18 **1-07.2(2) State Sales Tax — Rule 170**

19
20 WAC 458-20-170, and its related rules, apply to the constructing and
21 repairing of new or existing buildings, or other structures, upon real
22 property. This includes, but is not limited to, the construction of streets,
23 roads, highways, etc., owned by the state of Washington; water mains and
24 their appurtenances; sanitary sewers and sewage disposal systems
25 unless such sewers and disposal systems are within, and a part of, a
26 street or road drainage system; telephone, telegraph, electrical power
27 distribution lines, or other conduits or lines in or above streets or roads,
28 unless such power lines become a part of a street or road lighting system;
29 and installing or attaching of any article of tangible personal property in or
30 to real property, whether or not such personal property becomes a part of
31 the realty by virtue of installation.

32
33 For work performed in such cases, the Contractor shall collect from the
34 Contracting Agency, retail sales tax on the full contract price. The
35 Contracting Agency will automatically add this sales tax to each payment
36 to the Contractor. For this reason, the Contractor shall not include the
37 retail sales tax in the unit bid item prices, or in any other contract amount
38 subject to Rule 170, with the following exception.

39
40 Exception: The Contracting Agency will not add in sales tax for a payment
41 the Contractor or a subcontractor makes on the purchase or rental of
42 tools, machinery, equipment, or consumable supplies not integrated into
43 the project. Such sales taxes shall be included in the unit bid item prices
44 or in any other contract amount.

SPECIAL PROVISIONS - Continued

1 **1-07.9(5) Required Documents**

2 (June 29, 2020 G&O GSP)

3
4 Delete this Section and replace it with the following:

5
6 **General**

7 All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages
8 Paid" and Certified Payrolls, including a signed Statement of Compliance
9 for Federal-aid projects, shall be submitted to the State L&I online Prevailing
10 Wage Intent & Affidavit (PWIA) system. "Statements of Intent to Pay
11 Prevailing Wages", and "Affidavits of Wages Paid" shall also be submitted
12 to the Engineer. When requested by the Engineer, Certified Payrolls shall
13 also be submitted to the Engineer.

14
15 **Intents and Affidavits**

16 On forms provided by the Industrial Statistician of State L&I, the Contractor
17 shall submit to the Engineer the following for themselves and for each firm
18 covered under RCW 39.12 that will or has provided Work and materials for
19 the Contract:

- 20
21 1. The approved "Statement of Intent to Pay Prevailing Wages" State
22 L&I's form number F700-029-000. The Contracting Agency will
23 make no payment under this Contract until this statement has been
24 approved by State L&I and reviewed by the Engineer.
- 25
26 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form
27 number F700-007-000. The Contracting Agency will not grant
28 Completion until all approved Affidavit of Wages paid for the
29 Contractor and all Subcontractors have been received by the
30 Engineer. The Contracting Agency will not release to the Contractor
31 any funds retained under RCW 60.28.011 until "Affidavit of
32 Prevailing Wages Paid" forms have been approved by State L&I
33 and all of the approved forms have been submitted to the Engineer
34 for every firm that worked on the Contract.

35
36 The Contractor is responsible for requesting these forms from State L&I and
37 for paying any fees required by State L&I.

38
39 **Certified Payrolls**

40 Certified payrolls are required to be submitted by the Contractor for
41 themselves, all Subcontractors and all lower tier subcontractors. The
42 payrolls shall be submitted weekly on all Federal-aid projects and no less
43 than monthly on State funded projects.

SPECIAL PROVISIONS - Continued

1 precaution is to be taken by the Contractor, these improvements may in
2 some instances be damaged. In the event such occurs, and claims for
3 damages are filed by the property owners, the Contracting Agency will
4 request the Contractor to provide evidence that the Contractor has
5 requested its insurance company to contact the claimant. Any settlement
6 for claims for damage to private property shall be by and between the
7 claimant, the Contractor, and the Contractor's insurance company.
8

9 **1-07.17 Utilities and Similar Facilities**

10 (April 2, 2007 WSDOT GSP)

11
12 This Section is supplemented with the following:

13
14 Locations and dimensions shown in the Plans for existing facilities are in
15 accordance with available information obtained without uncovering,
16 measuring, or other verification.
17

18 **Utility Locations**

19
20 The following addresses and telephone numbers of utility companies known
21 or suspected of having facilities within the project limits are supplied for the
22 Contractor's convenience.
23

Communication Comcast Cable Joe Fordon 1525 75 th Street SW, Suite 200 Everett, WA 98203 (425) 263-5348	Communication CenturyLink Daniel Schierling Local Network Engineer 1550 Newport Way NW Issaquah, WA 98027 (425) 677-0744
Power Puget Sound Energy Fremont Aguinaldo (425) 223-0936 Fremont.Aguinaldo@pse.com	Water & Sanitary Sewer Sammamish Plateau Water and Sewer District Kyle Wong (425) 392-6256
Gas Puget Sound Energy Jeanne Coleman 35413 SE Douglas Street Snoqualmie, WA 98065 (425) 748-6311 Jeanne.Coleman@pse.com	Lake Washington School District Support Services Drew Hrcek, Maintenance Field Supervisor (425) 736-1124 (425) 589-5918 ahrcek@lwsd.org

24
25

SPECIAL PROVISIONS - Continued

1 **1-07.17(2) Utility Construction, Removal, or Relocation by Others**

2 (July 20, 2020 G&O GSP)

3
4 Delete this Section in its entirety and replace with the following:

5
6 Any authorized agent of the Contracting Agency or utility owners may enter
7 the right-of-way to repair, rearrange, alter, or connect their equipment. The
8 Contractor shall cooperate with such effort and shall avoid creating delays
9 or hindrances to those doing the work. As needed, the Contractor shall
10 arrange to coordinate work schedules.

11
12 The Contractor shall carry out the Work in a way that will minimize
13 interference and delay for all forces involved. Any costs incurred prior to
14 the utility owners anticipated completion (or if no completion is specified,
15 within a reasonable period of time) that results from the coordination and
16 prosecution of the Work regarding utility adjustment, relocation,
17 replacement, or construction shall be at the Contractor's expense as
18 provided in Section 1-05.14.

19
20 The Contractor shall coordinate all work with the various utility companies
21 and their Contractors. The Contractor, when scheduling his work crews,
22 shall use production rates that anticipate the need to provide block-outs
23 and/or gaps in the driveways, curb and gutter, and/or pavement sections
24 where existing utility structures currently exist, and then come back at a
25 later time to construct the missing sections after the utility has been
26 relocated or adjusted by the applicable utility. The Contractor shall assume
27 that the utilities will not be relocated prior to construction of this project nor
28 at his convenience during the course of construction. As such, the
29 Contractor shall assume such, and schedule his crews and his
30 subcontractors to remobilize to the various sites and temporarily relocate
31 his or his subcontractor's crews to other areas of the project and complete
32 other unaffected portions of the project in order to coordinate the relocation
33 of the utilities with the various utility companies. There shall be no additional
34 money or time due the Contractor for leaving gaps or for block-out
35 construction, remobilization, demobilization, out of sequence construction,
36 relocation of work crews, and construction of curb, gutter, or driveway
37 patches after the utility has been relocated. It is the intent of these
38 Specifications that the Contractor diligently pursue other work on the site
39 when such conflicts occur and recognize and plan for the inherent
40 inefficiencies and impaired production rates.

41
42 **Payment**

43
44 All costs to comply with this Section and repair specified in this Section,
45 unless otherwise stated, are incidental to the Contract and are the

SPECIAL PROVISIONS - Continued

1 responsibility of the Contractor. The Contractor shall include all related
2 costs in the bid prices of the Contract.

3

4 **1-07.18 Public Liability and Property Damage Insurance**

5 (January 4, 2016 G&O GSP)

6

7 Delete this Section and replace it with the following:

8

9

1-07.18(1) General Requirements

10

11

A. The Contractor shall procure and maintain insurance described in all
12 subsections of 1-07.18 of these Special Provisions, from insurers
13 with a current A.M. Best rating not less than A – VII and licensed to
14 do business in the state of Washington. The Contracting Agency
15 reserves the right to approve or reject the insurance provided, based
16 on the insurer (including financial condition), terms and coverage, the
17 Certificate of Insurance, and/or endorsements.

18

19

B. The Contractor shall keep this insurance in force during the term of
20 the Contract and for thirty (30) days after the Physical Completion
21 Date, unless otherwise indicated.

22

23

C. All insurance coverage required by this section shall be written and
24 provided by “occurrence-based” policy forms rather than by “claims
25 made” forms.

26

27

D. The insurance policies shall contain a “cross liability” provision.

28

29

E. The Contractor’s and all subcontractors’ insurance coverage shall be
30 primary and non-contributory insurance as respects the Contracting
31 Agency’s insurance, self-insurance, or insurance pool coverage.
32 Any insurance, self-insurance or self-insured pool coverage
33 maintained by the Contracting Agency shall be excess of the
34 Contractor’s insurance and shall not contribute with it.

35

36

F. The Contractor shall provide the Contracting Agency and all
37 Additional Insured with written notice of any policy cancellation and
38 the date of effective cancellation within 2 business days of receipt.

39

40

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

43

44

H. Failure on the part of the Contractor to maintain the insurance as
45 required shall constitute a material breach of Contract, upon which

SPECIAL PROVISIONS - Continued

1 the Contracting Agency may, after giving five business days notice to
2 the Contractor to correct the breach, immediately terminate the
3 Contract or, at its discretion, procure or renew such insurance and
4 pay any and all premiums in connection therewith, with any sums so
5 expended to be repaid to the Contracting Agency on demand, or at
6 the sole discretion of the Contracting Agency, offset against funds
7 due the Contractor from the Contracting Agency.
8

- 9 I. All costs for insurance shall be incidental to and included in the unit
10 or lump sum prices of the Contract and no additional payment will be
11 made.
12

13 **1-07.18(2) Additional Insured**

14
15 All insurance policies, with the exception of Workers Compensation, shall
16 name the following listed entities as additional insured(s) using the forms or
17 endorsements required herein:
18

- 19 • The Contracting Agency and its officers, elected officials,
20 employees, agents, and volunteers;
21 • Gray & Osborne, Inc.
22

23 The above-listed entities shall be additional insured(s) for the full available
24 limits of liability maintained by the Contractor, irrespective of whether such
25 limits maintained by the Contractor are greater than those required by this
26 Contract, and irrespective of whether the Certificate of Insurance provided
27 by the Contractor pursuant to 1-07.18(4) describes limits lower than those
28 maintained by the Contractor.
29

30 **1-07.18(3) Subcontractors**

31
32 Contractor shall ensure that each subcontractor of every tier obtains and
33 maintains at a minimum the insurance coverages listed in 1-07.18(5)A and
34 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall
35 provide evidence of such insurance.
36

37 **1-07.18(4) Verification of Coverage**

38
39 The Contractor shall deliver to the Contracting Agency a Certificate(s) of
40 Insurance and endorsements for each policy of insurance meeting the
41 requirements set forth herein when the Contractor delivers the signed
42 Contract for the work. The certificate and endorsements must conform to
43 the following requirements:
44

SPECIAL PROVISIONS - Continued

1 **1-07.18(5)A Commercial General Liability**

2
3 Commercial General Liability insurance shall be written on coverage forms
4 at least as broad as ISO occurrence form CG 00 01, including but not limited
5 to liability arising from premises, operations, stop gap liability, independent
6 contractors, products-completed operations, personal and advertising
7 injury, and liability assumed under an insured contract. There shall be no
8 exclusion for liability arising from explosion, collapse or underground
9 property damage.

10
11 The Commercial General Liability insurance shall be endorsed to provide a
12 per project general aggregate limit, using ISO form CG 25 03 05 09 or an
13 equivalent endorsement.

14
15 Contractor shall maintain Commercial General Liability Insurance arising
16 out of the Contractor's completed operations for at least three years
17 following Substantial Completion of the Work.

18
19 Such policy must provide the following minimum limits:

- 20
- \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products & Completed Operations Aggregate
 - \$1,000,000 Personal & Advertising Injury, each offence
 - \$1,000,000 Stop Gap/Employers' Liability

21
22 **1-07.18(5)B Automobile Liability**

23
24 Automobile Liability for owned, non-owned, hired, and leased vehicles, with
25 an MCS 90 endorsement and a CA 9948 endorsement attached if
26 "pollutants" are to be transported. Such policy(ies) must provide the
27 following minimum limit:

- 28
- \$1,000,000 combined single limit each accident

29
30 **1-07.18(5)C Workers' Compensation**

31
32 The Contractor shall comply with Workers' Compensation coverage as
33 required by the Industrial Insurance laws of the state of Washington.

34
35 **1-07.18(5)D Excess or Umbrella Liability**

36
37 The Contractor shall provide Excess or Umbrella Liability coverage with
38 limits not less than \$2 million per occurrence and annual aggregate. This
39 excess or umbrella liability coverage shall be excess over and at least as

SPECIAL PROVISIONS - Continued

1 broad in coverage as the Contractor's Commercial General and Auto
2 Liability insurance.

3
4 This requirement may be satisfied instead through the Contractor's primary
5 Commercial General and Automobile Liability coverage, or any combination
6 thereof.

7
8 **1-07.18(5)E Builders Risk Insurance**

9
10 The Contractor shall purchase and maintain Builders Risk insurance
11 covering interests of the Contracting Agency, the Contractor,
12 Subcontractors, and Sub-subcontractors in the work. Builders Risk shall be
13 required for all structures on the project. A structure is any equipment,
14 facility, building, bridge, retaining wall, or tank extending four feet or more
15 above adjacent grade; or any facility less than four feet above adjacent
16 grade, and containing more than \$50,000 worth of electrical or mechanical
17 equipment. Poles, light standards, or antenna less than 50 feet in height
18 and less than two feet in diameter shall not be considered structures.
19 Builders Risk insurance, when required, shall be on an all-risk policy form
20 and shall insure against the perils of fire and extended coverage and
21 physical loss or damage including flood, earthquake, theft, vandalism,
22 malicious mischief and collapse. The Builders Risk insurance, when
23 required, shall include coverage for temporary buildings, debris removal,
24 and damage to materials in transit or stored off-site. Such insurance shall
25 cover "soft costs" including but not limited to design costs, licensing fees,
26 and architect's and engineer's fees. Builders Risk insurance shall be written
27 in the amount of the completed value of the applicable portions of the
28 project, with no coinsurance provisions.

29
30 The Builders Risk insurance covering the Work shall have a deductible of
31 \$5,000 for each occurrence, which will be the responsibility of the
32 Contractor. Higher deductibles for flood, earthquake and all other perils
33 may be accepted by the Contracting Agency upon written request by the
34 Contractor and written acceptance by the Contracting Agency. Any
35 increased deductibles accepted by the Contracting Agency will remain the
36 responsibility of the Contractor.

37
38 The Builders Risk insurance shall be maintained until the Physical
39 Completion Date.

40
41 The Contractor and the Contracting Agency waive all rights against each
42 other and any of their Subcontractors, Sub-subcontractors, agents and
43 employees, each of the other, for damages caused by fire or other perils to
44 the extent covered by Builders Risk insurance or other property insurance

SPECIAL PROVISIONS - Continued

1 applicable to the work. The policies shall provide such waivers by
2 endorsement or otherwise.

3
4 Liability for facilities not covered by Builders Risk shall remain the
5 responsibility of the contractor.

6
7 **1-07.23 Public Convenience and Safety**

8
9 **1-07.23(1) Construction Under Traffic**

10 (*****)

11
12 Delete the second paragraph of this Section and replace it with the following:

13
14 To disrupt public traffic as little as possible, the Contractor shall permit traffic
15 to pass through the Work with the least possible inconvenience or delay.
16 The Contractor shall maintain existing roads, streets, sidewalks, and paths
17 within the project limits, keeping them open, and in good, clean, safe
18 condition at all times. Accessibility to existing or temporary pedestrian push
19 buttons shall not be impaired. Deficiencies caused by the Contractor's
20 operations shall be repaired at the Contractor's expense. Deficiencies not
21 caused by the Contractor's operations shall be repaired by the Contractor
22 when directed in writing by the Engineer, at the Contracting Agency's
23 expense. The Contractor shall also maintain roads, streets, sidewalks, and
24 paths adjacent to the project limits when affected by the Contractor's
25 operations. Snow and ice control will be performed by the Contracting
26 Agency or the Project will be shutdown at the Contracting Agency's
27 discretion. The Contractor shall perform the following:

- 28
29 1. Remove or repair any condition resulting from the Work that
30 might impede traffic or create a hazard.
31
32 2. Keep existing traffic signal and street lighting systems in
33 operation as the Work proceeds.
34
35 3. Maintain the striping on the roadway.
36
37 4. Maintain existing permanent signing.
38
39 5. Keep drainage systems clean and allow for unobstructed flow
40 of water.

SPECIAL PROVISIONS - Continued

1
2 **(February 3, 2020 WSDOT GSP)**

3 This Section is supplemented with the following:

4
5 **Work Zone Clear Zone**

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

12
13 During nonworking hours equipment or materials shall not be within
14 the WZCZ unless they are protected by permanent guardrail or
15 temporary concrete barrier. The use of temporary concrete barrier
16 shall be permitted only if the Engineer approves the installation and
17 location.

18
19 During actual hours of work, unless protected as described above,
20 only materials absolutely necessary to construction shall be within the
21 WZCZ and only construction vehicles absolutely necessary to
22 construction shall be allowed within the WZCZ or allowed to stop or
23 park on the shoulder of the roadway.

24
25 The Contractor's nonessential vehicles and employees private
26 vehicles shall not be permitted to park within the WZCZ at any time
27 unless protected as described above.

28
29 Deviation from the above requirements shall not occur unless the
30 Contractor has requested the deviation in writing and the Engineer
31 has provided written approval.

32
33 Minimum WZCZ distances are measured from the edge of traveled
34 way and will be determined as follows:

35

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10
40 mph	15
45 to 50 mph	20
55 to 60 mph	30
65 mph or greater	35

36
37 **Minimum Work Zone Clear Zone Distance**
38

SPECIAL PROVISIONS - Continued

1 (*****)

2 This Section is supplemented with the following:

3
4 Lane closures are subject to the following restrictions:

5
6 Lane Closures shall be allowed from 9:30 a.m. to 3:00 p.m.

7
8 If the Engineer determines the permitted closure hours adversely affect
9 traffic, the Engineer may adjust the hours accordingly. The Engineer will
10 notify the Contractor in writing of any change in the closure hours.

11
12 Lane closures are not allowed on any of the following:

- 13
14 1. A holiday,
15
16 2. A holiday weekend; holidays that occur on Friday, Saturday,
17 Sunday or Monday are considered a holiday weekend. A holiday
18 weekend includes Saturday, Sunday, and the holiday.
19
20 3. After 6:00 p.m. on the day prior to a holiday or holiday weekend,
21 and
22
23 4. Before 7:00 a.m. on the day after the holiday or holiday weekend.
24

25 **1-07.24 Rights of Way**
26 (July 20, 2020 G&O GSP)

27
28 Delete this section in its entirety, and replace it with the following:

29
30 Street right of way lines, limits of easements, and limits of construction
31 permits are indicated in the Plans. The Contractor's construction activities
32 shall be confined within these limits, unless arrangements for use of private
33 property are made.

34
35 Generally, the Contracting Agency will have obtained, prior to bid opening,
36 all rights of way and easements, both permanent and temporary, necessary
37 for carrying out the work. Exceptions to this are noted in the Bid Documents
38 or will be brought to the Contractor's attention by a duly issued Addendum.

39
40 Whenever any of the work is accomplished on or through property other
41 than public right of way, the Contractor shall meet and fulfill all covenants
42 and stipulations of any easement agreement obtained by the Contracting
43 Agency from the owner of the private property. Copies of the easement
44 agreements may be included in the Contract Provisions or made available

SPECIAL PROVISIONS - Continued

1 to the Contractor as soon as practical after they have been obtained by the
2 Engineer.

3
4 The Contractor shall not proceed with any portion of the work in areas where
5 right of way, easements or rights of entry have not been acquired until the
6 Engineer certifies to the Contractor that the right of way or easement is
7 available or that the right of entry has been received.

8
9 The Contractor shall be responsible for providing, without expense or
10 liability to the Contracting Agency, any additional land and access thereto
11 that the Contractor may desire for temporary construction facilities, storage
12 of materials, or other Contractor needs. However, before using any private
13 property, whether adjoining the work or not, the Contractor shall file with the
14 Engineer a written permission of the private property owner, and, upon
15 vacating the premises, a written release from the property owner of each
16 property disturbed or otherwise interfered with by reasons of construction
17 pursued under this contract. The statement shall be signed by the private
18 property owner, or proper authority acting for the owner of the private
19 property affected, stating that permission has been granted to use the
20 property and all necessary permits have been obtained or, in the case of a
21 release, that the restoration of the property has been satisfactorily
22 accomplished. The statement shall include the parcel number, address,
23 and date of signature. Written releases must be filed with the Engineer
24 before the Completion Date will be established.

25
26 **Payment**

27
28 All costs to comply with this Section are incidental to the Contract and are
29 the responsibility of the Contractor. The Contractor shall include all related
30 costs in the bid prices of the Contract.

31
32 **1-08 PROSECUTION AND PROGRESS**

33
34 Add the following new section:

35
36 **1-08.0 Preliminary Matters (New Section)**
37 (May 25, 2006 APWA GSP)

38
39 **1-08.0(1) Preconstruction Conference**
40 (October 10, 2008 G&O GSP)

41
42 Prior to the Contractor beginning the Work, a preconstruction conference
43 will be held between the Contractor, the Contracting Agency, the Engineer
44 and such other persons as may be invited. The purpose of the
45 preconstruction conference will be:

SPECIAL PROVISIONS - Continued

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1. To review the initial progress schedule;
2. To establish a working understanding among the various persons associated with 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 traffic control; and
6. To discuss such other related items as may be pertinent to the Work.

The Contractor shall prepare and submit the following to the Engineer at the preconstruction meeting:

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

Add the following new section:

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

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

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why.

SPECIAL PROVISIONS - Continued

1 Requests shall be submitted for review no later than 48 hours prior to the
2 day(s) the Contractor is requesting to change the hours.
3

4 If the Contracting Agency approves such a deviation, such approval may be
5 subject to certain other conditions, which will be detailed in writing. For
6 example:
7

- 8 1. On non-Federal aid projects, requiring the Contractor to reimburse
9 the Contracting Agency for the costs in excess of straight-time costs
10 for Contracting Agency representatives who worked during such
11 times. (The Engineer may require designated representatives to be
12 present during the work. Representatives who may be deemed
13 necessary by the Engineer include, but are not limited to: survey
14 crews; personnel from the Contracting Agency's material testing lab;
15 inspectors; and other Contracting Agency employees or third party
16 consultants when, in the opinion of the Engineer, such work
17 necessitates their presence.)
18
- 19 2. Considering the work performed on Saturdays, Sundays, and
20 holidays as working days with regard to the contract time.
21
- 22 3. Considering multiple work shifts as multiple working days with
23 respect to contract time even though the multiple shifts occur in a
24 single 24-hour period.
25
- 26 4. If a 4-10 work schedule is requested and approved the non working
27 day for the week will be charged as a working day.
28
- 29 5. If Davis Bacon wage rates apply to this Contract, all requirements
30 must be met and recorded properly on certified payroll
31

32 **1-08.1 Subcontracting**

33 (May 30, 2019 APWA GSP, Option B)
34

35 Delete the ninth paragraph, beginning with "On all projects, the Contractor shall
36 certify...".
37

38 **1-08.3(2)A Type A Progress Schedule**

39 (March 13, 2012 APWA GSP)
40

41 Revise this section to read:
42

43 The Contractor shall submit four copies of a Type A Progress Schedule no
44 later than at the preconstruction conference, or some other mutually agreed
45 upon submittal time. The schedule may be a critical path method (CPM)

SPECIAL PROVISIONS - Continued

1 schedule, bar chart, or other standard schedule format. Regardless of which
2 format used, the schedule shall identify the critical path. The Engineer will
3 evaluate the Type A Progress Schedule and approve or return the schedule
4 for corrections within 15 calendar days of receiving the submittal.

5

6 **1-08.3(2)D Weekly Look Ahead Schedule**

7 (August 2009 G&O GSP)

8

9 This Section is supplemented with the following:

10

11 The Contractor shall attend a weekly construction meeting with the
12 Contracting Agency. The meeting will include discussion of the weekly look
13 ahead schedule, status of the work, utility coordination, and traffic control.
14 The Contractor's superintendent/foreman shall attend and participate in the
15 weekly construction meeting.

16

17 **1-08.4 Prosecution of Work**

18 (April 8, 2020 G&O GSP)

19

20 Delete the first sentence of this Section and replace with the following:

21

22 The Contract time shall begin on the first working day following the 10th
23 calendar day after the issuance of the written notice to proceed or the first day
24 on which the Contractor begins to perform Work on the site, whichever first
25 occurs. No work on site shall be performed until the Contracting Agency has
26 accepted the Contractor's COVID-19 Health and Safety Plan.

27

28 **1-08.5 Time for Completion**

29 (June 30, 2020 G&O GSP)

30

31 Delete this Section in its entirety and replace with the following:

32

33 The Contractor shall complete all Contract Work within the number of
34 working days stated in the Contract Provisions or as extended by the
35 Engineer in accordance with Section 1-08.8. Every day will be counted as
36 a working day unless it is a nonworking day or an Engineer determined
37 unworkable day. A nonworking day is defined as a Saturday, a Sunday, a
38 day on which the Contract specifically suspends Work, or one of these
39 holidays: January 1, the third Monday of January, the third Monday of
40 February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving,
41 the day after Thanksgiving, and Christmas Day. When any of these
42 holidays fall on a Sunday, the following Monday shall be counted a
43 nonworking day. When the holiday falls on a Saturday, the preceding Friday
44 shall be counted a nonworking day. The days between December 25 and

SPECIAL PROVISIONS - Continued

1 January 1 will be classified as nonworking days, provided the Contractor
2 actually suspends performance of the Work.

3
4 Any unworkable day is defined as a half or whole day the Engineer declares
5 to be unworkable because of weather or conditions caused by the weather
6 that prevents satisfactory and timely performance of the Work. If the
7 Contractor works, regardless of the weather, that day shall be counted as a
8 working day. Other conditions beyond the control of the Contractor may
9 qualify for an extension of time in accordance with Section 1-08.8.

10
11 The Contract time shall begin on the first working day following the 10th
12 calendar day after the issuance of the written notice to proceed or the first
13 day on which the Contractor begins to perform Work on the site, whichever
14 first occurs. The Contract Provisions may specify another starting date for
15 the Contract time, in which case time will begin on the starting date
16 specified.

17
18 Each working day shall be charged to the Contract as it occurs until the
19 Work is physically complete. If requested by the Contractor in writing, the
20 Engineer will provide the Contractor with a weekly statement that shows the
21 number of working days: (1) charged to the Contract the week before; (2)
22 specified for the substantial and physical completion of the Contract; and
23 (3) remaining for the substantial and physical completion of the Contract.
24 The statement will also show the nonworking days and any partial or whole
25 days that the Engineer determines to be unworkable. If the Contractor
26 disagrees with any statement issued by the Engineer, the Contractor shall
27 submit a written protest within 10 calendar days after the date of the
28 statement. The protest shall be sufficiently detailed to enable the Engineer
29 to ascertain the basis for the dispute and the amount of time disputed. Any
30 statement that is not protested by the Contractor as required in this Section
31 shall be deemed as having been accepted. If the Contractor elects to work
32 10 hours a day for four days a week (a 4-10 schedule), the fifth day of the
33 week of that week will be charged as a working day if that day would be
34 chargeable as a working day if the Contractor had not elected to utilize the
35 4-10 schedule.

36
37 The Engineer will give the Contractor written notice of the Completion Date
38 of the Contract after all of the Contractor's obligations under the Contract
39 have been performed by the Contractor. The following events must occur
40 before the Completion Date will be established:

- 41
42 1. The physical Work on the project must be complete; and
43
44 2. The Contractor must furnish all documentation required by the
45 Contract and required by law, to allow the Contracting Agency

SPECIAL PROVISIONS - Continued

1 to process final acceptance of the Contract. The following
2 documents must be received by the Project Engineer prior to
3 establishing a Completion Date:

- 4
- 5 a. Certified payrolls (per Section 1-07.9(5));
 - 6
 - 7 b. Material acceptance certification documents;
 - 8
 - 9 c. Final Contract Voucher certification;
 - 10
 - 11 d. Property owner releases required by Section 1-07.24.
 - 12
 - 13 e. Affidavits of Wages Paid for the Contractor and all
14 subcontractors must be submitted to the Contracting
15 Agency.
 - 16
 - 17 f. A copy of the Notice of Termination sent to the
18 Washington State Department of Ecology (Ecology);
19 the elapse of 30 calendar days from the date of receipt
20 of the Notice of Termination by Ecology; and no
21 rejection of the Notice of Termination by Ecology. This
22 requirement will not apply if the Construction
23 Stormwater General Permit is transferred back to the
24 Contracting Agency in accordance with
25 Section 8-01.3(16).
 - 26

27 **1-08.8 Extension of Time**

28 (February 15, 2008 G&O GSP)

29

30 Delete Item 6 of the third paragraph and replace it with the following:

- 31
- 32 6. If the actual quantity of Work performed for a bid item was more than
33 the original Plan quantity and increased the duration of a critical
34 activity, and if the total extended bid price for that item at time of
35 award was equal to or greater than 10 percent of the total Contract
36 price at time of award. Extensions of time will be limited to only those
37 bid items where the quantity exceeded the original Plan quantity by
38 25 percent or more.
 - 39
 - 40

SPECIAL PROVISIONS - Continued

1 **1-09 MEASUREMENT AND PAYMENT**

2
3 **1-09.2(1) General Requirements for Weighing Equipment**

4 (July 23, 2015 APWA GSP, Option 2)

5
6 Revise item 4 of the fifth paragraph to read:

- 7
8 4. Test results and scale weight records for each day's hauling
9 operations are provided to the Engineer daily. Reporting shall utilize
10 WSDOT form 422-027, Scaleman's Daily Report, unless the printed
11 ticket contains the same information that is on the Scaleman's Daily
12 Report Form. The scale operator must provide AM and/or PM tare
13 weights for each truck on the printed ticket.

14
15 **1-09.2(5) Measurement**

16 (May 2, 2017 APWA GSP)

17
18 Revise the first paragraph to read:

19
20 **Scale Verification Checks** – At the Engineer's discretion, the Engineer
21 may perform verification checks on the accuracy of each batch, hopper, or
22 platform scale used in weighing contract items of Work.

23
24 **1-09.6 Force Account**

25
26 Add the following to this Section:

27
28 (October 10, 2008 APWA GSP)

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

36
37 **1-09.7 Mobilization**

38 (June 6, 2006, G&O GSP)

39
40 Delete the second and third paragraph of this Section. This Section is
41 supplemented with the following:

42
43 Throughout construction and until the Physical Completion Date, the
44 Contractor shall thoroughly comb and search the Work site and surrounding
45 area and remove any waste construction material, empty containers, litter

SPECIAL PROVISIONS - Continued

1 and other debris, whether or not deposited by the Contractor, and tidy up
2 the surrounding general area to make it neat in appearance.

ROUTINE CLEANING

A. General:

- 8 1. Maintain all stored materials and equipment in an orderly
9 fashion allowing maximum access, not impeding drainage,
10 pedestrian or vehicle traffic.
- 12 2. Do not allow the accumulation of scrap, waste material, used
13 containers, debris and other items not required for the Work.
- 15 3. At least once a week, and more often if necessary, completely
16 remove all scrap, debris, and waste material from the Work
17 site.
- 19 4. Provide adequate storage for all materials awaiting removal
20 from the Work site, observing all requirements for fire
21 protection and protection of the environment.

B. Site:

- 25 1. Daily, and more often if necessary, inspect the Work site and
26 pick up all scrap, debris, and waste material. Remove all such
27 items to the place designated for their storage until they can
28 be disposed of.
- 30 2. Weekly, and more often if necessary, inspect the arrangement
31 of all materials and equipment stored on the Work site, re-
32 stack, tidy or otherwise rearrange them to meet the
33 requirements above.
- 35 3. Maintain the Work site at all times in a neat and orderly
36 condition meeting the approval of the Contracting Agency.

FINAL CLEANING

A. General:

42 Prior to final inspection, remove from the Work site all tools, surplus
43 materials, equipment, scrap, debris and waste. The Contractor shall
44 thoroughly comb and search the surrounding area and remove any
45 debris of any kind and tidy up the general area to make it neat in

SPECIAL PROVISIONS - Continued

1 appearance, including removal of debris not deposited by the
2 Contractor's operations.

3
4 **Payment**

5
6 "Mobilization, Cleanup, and Demobilization," lump sum.

7
8 The lump sum contract payment shall be full compensation for all costs
9 incurred by the Contractor in performing the Contract Work defined in this
10 Section. Payment for this item shall be made as follows:

- 11
12 1. Fifty percent of this item will be included in the first monthly
13 pay estimate after the Contractor is in full operation and
14 construction of the Work has began;
15
16 2. Forty percent of this item will be proportioned equally (based
17 on the number of working days in the Contract) and included
18 in each monthly pay estimate submitted by the Contractor.
19 The Contractor shall provide regular and ongoing cleanup.
20 Failure of the Contractor to provide regular ongoing cleanup
21 will be cause for permanent forfeiture of the monthly payment
22 for each month that the cleanup is not performed as required.
23 If cleanup is not performed during a monthly pay period, it
24 shall not be subject to reimbursement under any following
25 monthly pay estimate, and the lump sum amount due will be
26 adjusted accordingly.
27
28 3. Ten percent of this item will be included in the estimate issued
29 when the Physical Completion Date is achieved, including the
30 removal of all equipment from the Work site.

31
32 **1-09.8 Payment for Material on Hand**

33 (June 16, 2006 G&O GSP)

34
35 Delete the first paragraph of this Section and replace it with the following:

36
37 The Contracting Agency may reimburse the Contractor for 90 percent of the
38 invoice amount of the material and equipment purchased before their
39 incorporation into the Work if they:

- 40
41 1. Meet the requirements of the Plans and Specifications;
42
43 2. Are delivered to or stockpiled near the Work site or to another
44 Engineer-approved storage site; and
45

SPECIAL PROVISIONS - Continued

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3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

1-09.11(3) Time Limitation and Jurisdiction
(November 30, 2018 APWA GSP)

Revise this section to read:

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

SPECIAL PROVISIONS - Continued

1 **1-10 TEMPORARY TRAFFIC CONTROL**

2
3 **1-10.2(1) General**

4 (January 3, 2017 WSDOT GSP)

5
6 This Section is supplemented with the following:

7
8 Only training with WSDOT TCS card and WSDOT training curriculum is
9 recognized in the State of Washington. The Traffic Control Supervisor shall
10 be certified by one of the following:

11
12 The Northwest Laborers-Employers Training Trust
13 27055 Ohio Ave.
14 Kingston, WA 98346
15 (360) 297-3035

16
17 Evergreen Safety Council
18 12545 135th Ave. NE
19 Kirkland, WA 98034-8709
20 1-800-521-0778

21
22 The American Traffic Safety Services Association
23 15 Riverside Parkway, Suite 100
24 Fredericksburg, Virginia 22406-1022
25 Training Dept. Toll Free (877) 642-4637
26 Phone: (540) 368-1701

27
28 **1-10.2(2) Traffic Control Plans**

29 (March 31, 2016 G&O GSP)

30
31 This Section is supplemented with the following:

32
33 If traffic control plans are not included in the Contract Documents, the
34 Contractor shall submit traffic control plans for the Engineer's review and
35 approval.

36
37 **1-10.2(3) Conformance to Established Standards**

38 (February 3, 2020, WSDOT GSP)

39
40 This Section is revised to read:

41
42 Flagging, signs, and all other traffic control devices and procedures
43 furnished or provided shall conform to the standards established in the
44 latest WSDOT adopted edition (in accordance with WAC 468-95) of the
45 MUTCD, published by the U.S. Department of Transportation, and the 2005

SPECIAL PROVISIONS - Continued

1 draft version of the *Public Rights-of-Way Accessibility Guidelines*
2 (PROWAG): [https://www.access-board.gov/guidelines-and-](https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/background/revised-draft-guidelines)
3 [standards/streets-sidewalks/public-rights-of-way/background/revised-draft-](https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/background/revised-draft-guidelines)
4 [guidelines](https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/background/revised-draft-guidelines). Judgment of the quality of devices furnished will be based upon
5 *Quality Guidelines for Temporary Traffic Control Devices*, published by the
6 American Traffic Safety Services Association. Copies of the MUTCD and
7 *Quality Guidelines for Temporary Traffic Control Devices* may be purchased from
8 the American Traffic Safety Services Association, 15 Riverside Parkway,
9 Suite 100, Fredericksburg, VA 22406-1022.

10
11 In addition to the standards of the MUTCD described above, the Contracting
12 Agency enforces crashworthiness requirements for most work zone
13 devices. The AASHTO Manual for Assessing Safety Hardware (MASH) has
14 superseded the National Cooperative Highway Research Project (NCHRP)
15 Report 350 as the established requirements for crash testing. Temporary
16 traffic control devices manufactured after December 31, 2019 shall be
17 compliant with the 2016 edition of the Manual for Assessing Safety
18 Hardware (MASH 16) crash test requirements, as determined by the
19 Contracting Agency, except as follows:

- 20
21 1. In situations where a MASH 16 compliant traffic control device does
22 not exist and there are no available traffic control devices that were
23 manufactured on or before December 31, 2019, then a traffic control
24 device manufactured after December 31, 2019 that is compliant with
25 either NCHRP 350 or the 2009 edition of the Manual for Assessing
26 Safety Hardware (MASH 09) is allowed for use with approval of the
27 Engineer.
28
- 29 2. Temporary traffic control devices that were manufactured on or
30 before December 31, 2019, and were successfully tested to National
31 Cooperative Highway Research Program (NCHRP) Report 350 or
32 MASH 09 may continue to be used on WSDOT projects throughout
33 their normal service life.
34
- 35 3. Small and lightweight channelizing and delineating devices,
36 including cones, tubular markers, flexible delineator posts, and
37 plastic drums, shall meet the requirements of either NCHRP 350,
38 MASH 09, or MASH 16, as determined by the manufacturer of the
39 device.
40
- 41 4. A determination of crashworthiness for acceptance of trailer-
42 mounted devices such as arrow displays, temporary traffic signals,
43 area lighting supports, and portable changeable message signs is
44 currently not required.
45

SPECIAL PROVISIONS - Continued

1 The condition of signs and traffic control devices shall be acceptable or
2 marginal as defined in the book *Quality Guidelines for Temporary Traffic*
3 *Control Devices*, and will be accepted based on a visual inspection by the
4 Engineer. The Engineer’s decision on the condition of a sign or traffic control
5 device shall be final. A sign or traffic control device determined to be
6 unacceptable shall be removed from the project and replaced within
7 12 hours of notification.

8

9 **1-10.3 Traffic Control Labor, Procedures, and Devices**

10

11 **1-10.3(1) Traffic Control Labor**

12

13 **1-10.3(1)B Other Traffic Control Labor**

14 (*****)

15

16 This Section is supplemented with the following:

17

18 “Uniformed Police Officer”

19

20 As directed by the Engineer, the Contractor shall provide an off-duty
21 uniformed police officer to control the flow of traffic through an intersection
22 or supplement flaggers. It is the Contractor’s responsibility to coordinate
23 the scheduling of the Uniformed Police Officer. The Contractor shall request
24 officers from King County Police Officers Guild at (206) 957-0934. All
25 requests shall be made for 48 hours in advance. A minimum of 4 hours
26 callout time shall be paid for an off-duty officer. The Contractor is
27 responsible to confirm with the King County Police Officer’s Guild cost of an
28 invoicing for an off-duty police officer.

29

30 **1-10.3(3) Traffic Control Devices**

31

32 **1-10.3(3)C Portable Changeable Message Sign**

33 (*****)

34

35 This Section is supplemented with the following:

36

37 Two portable changeable message signs shall be provided/maintained by
38 the Contractor for the project duration and in place 7 calendar days prior to
39 the start of work. Coordinate locations and messages with Contracting
40 Agency.

41

SPECIAL PROVISIONS - Continued

1 **1-10.4 Measurement**

2

3 **1-10.4(3) Reinstating Unit Items with Lump Sum Traffic Control**

4 (*****)

5

6 This Section is supplemented with the following:

7

8 "Uniformed Police Officer" will be measured per hour as directed by the
9 Engineer.

10

11 **1-10.5 Payment**

12

13 **1-10.5(3) Reinstating Unit Items with Lump Sum Traffic Control**

14 (*****)

15

16 This Section is supplemented with the following:

17

18 "Uniformed Police Officer," per hour.

1 **2-01 CLEARING, GRUBBING AND ROADSIDE CLEANUP**

2
3 **2-01.1 Description**

4 (*****)

5
6 This Section is supplemented with the following:

7
8 Clearing and grubbing on this project shall be performed within the
9 following limits:

10
11 Within the construction area of 228th Avenue, and within the right-of-way,
12 utility easements, and construction easements where required. The area
13 to be cleared and grubbed shall extend to 1 foot beyond the improvements
14 (i.e., toe of fill, top of cut slope, sidewalk, pavement removal area,
15 pavement, curb, etc.) unless indicated otherwise herein. The Contractor
16 shall coordinate with the Engineer to protect and leave in place those
17 trees, landscaping, or other items specifically identified to be saved.
18 Where such is required, the Contractor shall flag those trees, shrubs, etc.,
19 to identify to his workforce their need to be saved.

20
21 Existing landscaping, including but not limited to, beauty bark, decorative
22 gravel or rock, bushes, trees, and shrubbery within and/or adjacent to the
23 work areas shall be protected from damage. The Contractor shall provide
24 protection, removal, temporary or permanent relocation, watering, staking,
25 etc., as directed by the Engineer.

26
27 If the Contractor removes or damages any existing vegetation,
28 landscaping item or private irrigation system not designated for removal
29 because of any act, omission, neglect or misconduct in the execution of
30 the work, such items shall be restored or replaced in kind by the
31 Contractor to a condition similar or equal to that existing before such
32 damage or removal occurred.

33
34 **2-01.2 Disposal of Usable Material and Debris**

35 (*****)

36
37 Delete the second paragraph of this Section and replace with the following:

38
39 The Contractor shall dispose of all debris by Disposal Method No. 2.

SPECIAL PROVISIONS - Continued

1 **2-01.5 Payment**

2 (*****)

3

4 This Section is supplemented with the following:

5

6 All costs associated with furnishing all labor, materials, tools, and
7 equipment for completion of clearing and grubbing as required and
8 specified herein shall be considered incidental to the project and as such
9 shall be merged into the various lump sum and unit prices bid.

10

11 **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

12

13 **2-02.1 Description**

14 (*****)

15

16 This Section is supplemented with the following:

17

18 This work also consists of removing, handling and disposing of deleterious
19 material or debris encountered during roadway and sidewalk work or other
20 work as indicated herein within the Project site, including, but not limited
21 to, existing pipes, utility structures or appurtenances, riprap, buried
22 concrete, concrete footings and/or slabs, buried logs or debris, asphalt
23 pavement, cement concrete pavement, sidewalks, landscaping items, and
24 any and all other structures and obstructions (unless a separate bid item
25 has been provided for this work). All salvageable items shall be removed
26 and delivered to the Contracting Agency unless indicated otherwise.

27

28 **2-02.3 Construction Requirements**

29 (January 7, 2013 G&O)

30

31 This Section is supplemented with the following:

32

33 The removal of any existing improvements shall be conducted in such a
34 manner as not to damage utilities and any portion of the infrastructure that
35 is to remain in place. Any deviation in this matter will obligate the
36 Contractor at his own expense, to repair, replace or otherwise make
37 proper restoration to the satisfaction of the Contracting Agency.

38

39 When sawing of concrete or combinations of materials is required, the
40 depth of cut shall be as required to accomplish the intended purpose,
41 without damaging surfaces to be left in place and will be determined in the
42 field to the satisfaction of the Engineer.

43

44 Unless otherwise indicated on the Plans or in the Special Provisions, all
45 structures, castings, pipe and other material of recoverable value removed

SPECIAL PROVISIONS - Continued

1 from the Project site shall be carefully salvaged and delivered to the
2 Owner of said utility items in good condition and in such order of salvage
3 as the Engineer may direct. Materials and other items deemed of no
4 value by the Engineer shall be promptly removed, loaded and
5 wastehauled by the Contractor and becomes his property, to be disposed
6 of at his discretion, in compliance with regulatory requirements.

7
8 Waste materials shall be loaded and hauled to a waste site secured by the
9 Contractor and shall be disposed of in such a manner as to meet all
10 requirements of state, county and municipal regulations regarding health,
11 safety and public welfare.

12
13 **2-02.3(3) Removal of Pavement, Sidewalks, Curbs and Gutters**
14 (January 4, 2010 G&O)

15
16 This Section is supplemented with the following:

17
18 Existing cement concrete sidewalks, roadway slabs, curbs, and curbs and
19 gutters shall be removed at the nearest construction joint where possible,
20 and removed and wastehauled as required for the construction of this
21 Project. Where directed by the Engineer, cement concrete curbs or curb
22 and gutter shall be saw-cut prior to removal. Existing pavement shall be
23 pre-cut before commencing excavation and shall be removed as required
24 for the construction.

25
26 Where shown on the Plans or where directed in the field by the Engineer,
27 the Contractor shall make a neat vertical saw-cut at the boundaries of the
28 area to be removed. Care shall be taken during sawcutting so as to
29 prevent damage to the existing asphalt concrete, or concrete, to remain in
30 place. Any pavement or concrete damaged by the Contractor outside the
31 area scheduled for removal due to the Contractor's operations or
32 negligence shall be repaired or replaced to the Contracting Agency's
33 satisfaction by the Contractor at no additional cost to the Contracting
34 Agency.

35
36 All cuts shall be continuous, full depth, and shall be made with saws
37 specifically equipped for this purpose. No skip cutting or jack hammering
38 will be allowed unless specifically approved otherwise in writing by the
39 Engineer.

40
41 Wheel cutting or jack hammering shall not be considered an acceptable
42 means of pavement "cutting," unless pre-approved in writing by the
43 Engineer. However, even if preapproved as a method of cutting, no
44 payment will be made for this type of work, and it shall be included in the
45 various unit contract and lump sum prices listed in the Proposal.

SPECIAL PROVISIONS - Continued

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The location of all pavement cuts shall be pre-approved by the Engineer in the field before cutting commences.

All water and slurry material resulting from sawcutting operations shall not be allowed to enter the storm drainage or sanitary sewer system and shall be removed from the site and disposed of in accordance with the Washington State Department of Ecology regulations.

2-02.4 Measurement (New Section)

(*****)

This Section is supplemented with the following:

“Removal of Curb and Gutter”, will be measured per linear foot.

“Removal of Cement Conc. Flatwork”, will be measured per square yard.

2-02.5 Payment

(*****)

This Section is supplemented with the following:

All costs for sawcutting as indicated in the Plans and as may be additionally necessary to construct the Project shall be included in the unit contract and lump sum prices as listed in the Proposal. No additional or separate payment will be made for sawcutting.

The lump sum contract price for “Removal of Structure and Obstruction” shall be full compensation for furnishing all tools, labor, equipment, materials, and incidentals necessary for removing, loading, hauling, relocating, disposing of, and/or delivering items as noted herein and directed in the field by the Resident Inspector, to include but not limited to, fees and permits related to disposal, that is not included in the other contract items noted in this section.

“Removal of Curb and Gutter,” per linear foot.

“Removal of Cement Conc. Flatwork,” per square yard.

The unit contract price per square yard for “Removal of Cement Conc. Flatwork” shall be full pay to perform the work for removal, wastehaul and disposal of cement concrete sidewalk, walkways, ADA ramps (including pedestrian curbing), and concrete pavement on traffic islands.

SPECIAL PROVISIONS - Continued

1 **2-03 ROADWAY EXCAVATION AND EMBANKMENT**

2
3 **2-03.1 Description**

4 (March 17, 2016 G&O)

5
6 This Section is supplemented with the following:

7
8 This work also includes wet weather and wet condition earthwork
9 measures.

10
11 **2-03.3 Construction Requirements**

12 (January 7, 2013 G&O)

13
14 This Section is supplemented with the following:

15
16 The following items shall be followed if earthwork is to be performed in wet
17 weather or in wet conditions:

- 18
19 1. Earthwork shall be performed in small sections to minimize
20 exposure to wet weather. Excavation or the removal of unsuitable
21 soil shall be followed immediately by the placement and
22 compaction of a suitable thickness (generally eight inches or less)
23 of clean structural fill. The size and/or type of construction
24 equipment shall be selected as required to prevent soil disturbance.
25 In some instances, it may be necessary to limit equipment size to
26 minimize subgrade disturbance caused by equipment traffic.
27
28 2. During wet weather conditions, the allowable fines content of the
29 gravel borrow shall be reduced to no more than 5 percent by weight
30 based on the portion passing the 3/4-inch sieve. The sand
31 equivalent shall be 50 percent minimum.
32
33 3. The ground surface in the construction area shall be graded to
34 promote the rapid runoff of surface water and to prevent ponding of
35 water.
36
37 4. No soil should be left uncompacted and exposed to moisture. A
38 smooth drum vibratory roller, or equivalent, shall be used to seal
39 the ground surface.
40
41 5. Excavation and placement of fill or backfill material will be observed
42 by the Engineer, to determine that all work is being accomplished in
43 accordance with the project specifications.
44

SPECIAL PROVISIONS - Continued

1 **2-03.3(7)B Haul**
2 (January 7, 2013 G&O)

3
4 Delete this Section and replace it with the following:

5
6 There shall be no separate payment for haul of excess or unsuitable
7 excavated material, or debris to the Contractor provided disposal site.
8 The Contracting Agency is not providing a disposal site for this Project. All
9 costs for haul shall be included in the bid prices for other work.

10
11 **2-03.3(7)C Contractor-Provided Disposal Site**
12 (January 7, 2013 G&O)

13
14 Delete the first paragraph and replace it with the following:

15
16 The Contractor shall arrange for the disposal of the excess or unsuitable
17 excavated material, or other materials at no expense to the Contracting
18 Agency.

19
20 **2-03.3(10) Selected Material**
21 (*****)

22
23 Delete the second paragraph and insert the following in its place:

24
25 **Direct Hauling.** If it is practical, the Contractor shall haul selected
26 material immediately from the excavation to its final place on the
27 Roadbed. The cost for this work shall be included in the various lump sum
28 and unit prices bid.

29
30 Delete the fifth paragraph and insert the following in its place:

31
32 There will be not additional payment for hauling, handling and stockpiling
33 selected materials.

34
35 **2-03.3(12) Overbreak**

36
37 Delete the last sentence in this Section.

38
39 **2-03.4 Measurement**
40 (*****)

41
42 Delete all paragraphs under this Section.

43

SPECIAL PROVISIONS - Continued

1 **2-03.5 Payment**

2 (*****)

3
4 Delete all paragraphs under this Section and replace with the following:

5
6 The cost for all excavation and work required per Section 2-03 shall be
7 included in the various lump sum and unit prices bid.

8
9 **2-04 HAUL**

10
11 **2-04.1 Description**

12 (June 16, 2006 G&O)

13
14 This Section is supplemented with the following:

15
16 If the sources of materials provided by the Contractor necessitates hauling
17 over any public roads, the Contractor shall, at the Contractor's expense,
18 make all arrangements for the use of the haul routes. No separate monies
19 will be due the Contractor for this work.

20
21 **2-07 WATERING**

22
23 **2-07.3 Construction Requirements**

24 (November 24, 2010 G&O)

25
26 This Section is supplemented with the following:

27
28 During construction, the Contractor shall have dedicated to the Project a
29 suitable water truck that shall be operated as necessary to control dust.
30 Failure to have a water truck immediately accessible to the job and failure
31 to use a water truck for dust control shall be adequate reason for the
32 Engineer to issue a suspension of work.

33
34 Water for this Project may be obtained from Sammamish Plateau Water
35 (District). A hydrant permit will be required to be secured by the
36 Contractor for any necessary water.

37
38 Water will be provided at the convenience of the District and shall be used
39 sparingly and not wasted. The District reserves the right to control the
40 location and use of water based on the District's own needs.

SPECIAL PROVISIONS - Continued

1 **2-07.5 Payment**

2 (*****)

3
4 This Section is supplemented with the following:

5
6 The cost for all water permit(s), and furnishing and placing water shall be
7 included in the various lump sum and unit prices bid.

8
9 **2-09 STRUCTURE EXCAVATION**

10
11 **2-09.3(1) General Requirements**

12 (*****)

13
14 This Section is supplemented with the following:

15
16 When any Work is being considered by the Contractor in the vicinity of an
17 existing utility, the Contractor shall so inform an authority of the particular
18 utility in ample time so that the utility involved and the Contractor may take
19 any precautions necessary to facilitate construction in the vicinity of the
20 utility, and thereby protect that particular utility from damage.

21
22 **Protecting and Maintaining Utility Service**

23
24 The Contractor shall protect and maintain the operational service of
25 existing utility systems in a continuous manner as possible. The
26 Contractor shall have the approval from the Engineer and notification shall
27 be given to the Contracting Agency before any disruptions of service in
28 existing utilities will be allowed. The Contractor shall comply with all the
29 conditions established by the Engineer and the Contracting Agency. The
30 Contractor shall give the utility owner a minimum notice of 48 hours before
31 disrupting any planned service interruption. No planned interruption to an
32 existing system shall be allowed on Fridays, weekends, or holidays,
33 unless specifically agreed to in writing by the Contracting Agency. Where
34 services are to be shut down, affected parties shall be notified in writing by
35 the Contractor (i.e., door hangers) at least 48 hours and not more than
36 72 hours in advance of the time and period of shut down. The Contractor
37 shall make every effort to keep shut down schedules to periods of
38 anticipated minimum usage and for the least period of time.

39
40 Where the construction crosses or is adjacent to existing utilities, the
41 Contractor shall exercise extreme care to protect such utilities from
42 damage. Additionally, the Contractor shall review the Plans, the project
43 site and familiarize himself with the various utilities and plan his
44 construction activities in recognition that the very close proximity of
45 existing utilities to the proposed work will adversely affect production rates

SPECIAL PROVISIONS - Continued

1 of installation of the various planned improvements. The Contractor is
2 hereby advised and cautioned that the location of existing utilities will be
3 cause for considerable and extreme care and due diligence on the part of
4 the Contractor. As such, work production rates are anticipated to be
5 significantly impacted by their presence and normal production rates
6 should not be anticipated, during construction by the Contractor for work in
7 these areas. The Contractor shall anticipate minor alignment adjustments
8 will also be required to accommodate the installation of utilities.

9
10 **2-09.3(1)E Backfilling**

11 (February 17, 2009 G&O)

12
13 This Section is supplemented with the following:

14
15 Where existing and/or proposed ground contours prevent a minimum of
16 24 inches of cover above “flexible” storm pipe/conduits or where utility
17 crossings necessitate, the Contracting Agency may direct the Contractor
18 to install a controlled density fill encasement for the pipe. The
19 encasement shall be constructed in accordance with the Plans and/or as
20 directed in the field by the Contracting Agency. Material for encasement
21 shall be controlled density fill per Section 2-09.3(1)E of the Standard
22 Specifications. The pipe shall be securely held in place until the material
23 has “set.” Trenches located within roadways/drives shall be protected with
24 H-20 steel plates, or Contracting Agency-approved equal, while the
25 material sets.

26
27 **2-09.3(5) Locating Utilities (New Section)**

28 (*****)

29
30 A reasonable attempt has been made to locate known existing utilities; however,
31 the exact location, and/or depth is unknown in most instances. It shall be the
32 responsibility of the Contractor to locate existing utilities, to include their
33 respective depths.

34
35 The Contractor shall provide field exploration through vacuum excavation,
36 potholing or other suitable means to locate more precisely existing underground
37 utilities as to location and depth. Where underground utilities are found to be in
38 the way of construction, such condition shall not be deemed to be a changed or
39 differing site condition, and if necessary, minor pipe alignment or grade will be
40 modified at no additional cost to the Contracting Agency. Potholing will be
41 required at all proposed junction box and push button pole foundation locations
42 and any other locations called out on the Plans.

SPECIAL PROVISIONS - Continued

1 **2-09.4 Measurement**

2 (March 3, 2011 G&O)

3

4 This Section is supplemented with the following:

5

6 Measurement for controlled density fill will be per cubic yard, measured in
7 place.

8

9 No specific unit of measurement shall apply to the lump sum item of locate
10 existing utilities.

11

12 **2-09.5 Payment**

13 (March 3, 2011 G&O)

14

15 Delete all paragraphs under this Section and replace with the following:

16

17 Payment will be made in accordance with Section 1-04.1 for each of the
18 following bid items that are included in the Proposal.

19

20 "Controlled Density Fill," per cubic yard.

21

22 The unit contract price per cubic yard for "Controlled Density Fill" shall be
23 full pay for furnishing all labor, tools, equipment, and materials to furnish
24 and install the placement of the controlled density fill as indicated on the
25 Plans and specified herein including, but not limited to, pipe encasements,
26 pipe plugging or trench backfill.

27

28 "Locate Existing Utilities," per lump sum.

29

30 The lump sum contract price for "Locate Existing Utilities" shall be full
31 compensation for all costs incurred by the Contractor in performing the
32 work. This bid item shall be paid proportionate to the installation of all
33 utilities, complete and in place.

1 **3-01 PRODUCTION FROM QUARRY AND PIT SITES**

2

3 **3-01.2 Material Sources, General Requirement**

4

5 **3-01.2(1) Approval of Source**

6 (August 16, 2012 G&O)

7

8 This Section is supplemented with the following:

9

10 The Contractor is responsible for all costs associated with approval of the
11 material source.

1 **4-04 BALLAST AND CRUSHED SURFACING**

2

3 **4-04.4 Measurement**

4 (March 17, 2016 G&O)

5

6 Delete the last sentence in this Section and replace with the following:

7

8 No measurement will be made for water used in placing and compacting
9 surfacing materials.

10

11 **4-04.5 Payment**

12 (March 17, 2016 G&O)

13

14 This Section is supplemented with the following:

15

16 The unit contract prices for the various types of ballast, structural fill,
17 crushed surfacing base course, and crushed surfacing top course materials
18 shall include all costs for obtaining the materials, hauling the materials to
19 the site, stockpiling, spreading, grading, shaping, moisture conditioning,
20 compacting, and all other incidentals, complete, in place. Asphalt grindings
21 are not subject to reimbursement under any of these bid items.

1 **5-04 HOT MIX ASPHALT**

2 (March 21, 2018 G&O)

3
4 Delete this entire section with the exception of 5-04.2(1), and replace it with the
5 following:

6
7 **5-04.1 Description**

8
9 This Work shall consist of providing and placing one or more layers of plant-
10 mixed hot mix asphalt (HMA) on a prepared foundation or base in
11 accordance with these Specifications and the lines, grades, thicknesses,
12 and typical cross-sections shown in the Plans. The manufacture of HMA
13 may include warm mix asphalt (WMA) processes in accordance with these
14 Specifications. WMA processes include organic additives, chemical
15 additives, and foaming.

16
17 This work also consists of adjusting castings to grade and furnishing and
18 installing temporary HMA.

19
20 HMA shall be composed of asphalt binder and mineral materials as may
21 be required, mixed in the proportions specified to provide a homogeneous,
22 stable, and workable mixture.

23
24 **5-04.2 Materials**

25
26 Materials shall meet the requirements of the following sections:

27

28 Asphalt Binder	9-02.1(4)
29 Cationic Emulsified Asphalt	9-02.1(6)
30 Anti-Stripping Additive	9-02.4
31 HMA Additive	9-02.5
32 Aggregates	9-03.8
33 Recycled Asphalt Pavement	9-03.8(3)B
34 Mineral Filler	9-03.8(5)
35 Recycled Material	9-03.21
36 Portland Cement	9-01
37 Sand	9-03.1(2).
38 (As noted in 5-04.3(5)C for crack sealing)	
39 Joint Sealant	9-04.2
40 Foam Backer Rod	9-04.2(3)A

41
42 The Contract documents may establish that the various mineral materials
43 required for the manufacture of HMA will be furnished in whole or in part by
44 the Contracting Agency. If the documents do not establish the furnishing of
45 any of these mineral materials by the Contracting Agency, the Contractor

SPECIAL PROVISIONS - Continued

1 shall be required to furnish such materials in the amounts required for the
2 designated mix. Mineral materials include coarse and fine aggregates, and
3 mineral filler.

4
5 The Contractor may choose to utilize recycled asphalt pavement (RAP) in
6 the production of HMA. The RAP may be from pavements removed under
7 the Contract, if any, or pavement material from an existing stockpile.

8
9 The Contractor may use up to 20 percent RAP by total weight of HMA with
10 no additional sampling or testing of the RAP. The RAP shall be sampled
11 and tested at a frequency of one sample for every 1,000 tons produced and
12 not less than ten samples per project. The asphalt content and gradation
13 test data shall be reported to the Contracting Agency when submitting the
14 mix design for approval on the QPL. The Contractor shall include the RAP
15 as part of the mix design as defined in these Specifications.

16
17 The grade of asphalt binder shall be as required by the Contract. Blending
18 of asphalt binder from different sources is not permitted.

19
20 The Contractor may only use warm mix asphalt (WMA) processes in the
21 production of HMA with 20 percent or less RAP by total weight of HMA. The
22 Contractor shall submit to the Engineer for approval the process that is
23 proposed and how it will be used in the manufacture of HMA.

24
25 Production of aggregates shall comply with the requirements of
26 Section 3-01.

27
28 Preparation of stockpile site, the stockpiling of aggregates, and the removal
29 of aggregates from stockpiles shall comply with the requirements of
30 Section 3-02.

31
32 **5-04.2(2) Mix Design – Obtaining Project Approval**

33
34 *ESALs*

35
36 The number of ESALs for the design and acceptance of the HMA shall be
37 6.0 million.

38
39 Commercial HMA shall be an HMA Cl. 1/2" PG 64-22 design mix.

40
41 No paving shall begin prior to the approval of the mix design by the
42 Engineer.

43
44 **Nonstatistical** evaluation will be used for all HMA not designated as
45 Commercial HMA in the contract documents.

SPECIAL PROVISIONS - Continued

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Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

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

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

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

Mix designs for HMA accepted by Nonstatistical evaluation shall:

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

SPECIAL PROVISIONS - Continued

1
2 At the discretion of the Engineer, agencies may accept verified mix designs
3 older than 12 months from the original verification date with a certification
4 from the Contractor that the materials and sources are the same as those
5 shown on the original mix design.
6

7 **Commercial Evaluation** Approval of a mix design for “Commercial
8 Evaluation” will be based on a review of the Contractor’s submittal of
9 WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation
10 is not required) or a Mix Design from the current WSDOT QPL or from one
11 of the processes allowed by this section. Testing of the HMA by the
12 Contracting Agency for mix design approval is not required.
13

14 **5-04.2(2)B Using Warm Mix Asphalt Processes**

15
16 The Contractor may elect to use additives that reduce the optimum mixing
17 temperature or serve as a compaction aid for producing HMA. Additives
18 include organic additives, chemical additives and foaming processes. The
19 use of Additives is subject to the following:
20

- 21 • Do not use additives that reduce the mixing temperature more than
22 allowed in Section 5-04.3(6) in the production of mixtures.
23
- 24 • Before using additives, obtain the Engineer’s approval using
25 WSDOT Form 350-076 to describe the proposed additive and
26 process.
27

28 **5-04.3 Construction Requirements**

29 **5-04.3(1) Weather Limitations**

30
31
32 Do not place HMA for wearing course on any Traveled Way beginning
33 October 1st through March 31st of the following year without written
34 concurrence from the Engineer.
35

36 Do not place HMA on any wet surface, or when the average surface
37 temperatures are less than those specified below, or when weather
38 conditions otherwise prevent the proper handling or finishing of the HMA.
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Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55 degrees F	45 degrees F
0.10 to .20	45 degrees F	35 degrees F
More than 0.20	35 degrees F	35 degrees F

5-04.3(2) Paving Under Traffic

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

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

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

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

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

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

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

- Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means

SPECIAL PROVISIONS - Continued

1 so that no flame shall be in contact with the storage tank. The
2 circulating system for the asphalt binder shall be designed to ensure
3 proper and continuous circulation during the operating period. A
4 valve for the purpose of sampling the asphalt binder shall be placed
5 in either the storage tank or in the supply line to the mixer.
6

7 2. **Thermometric Equipment** – An armored thermometer, capable of
8 detecting temperature ranges expected in the HMA mix, shall be
9 fixed in the asphalt binder feed line at a location near the charging
10 valve at the mixer unit. The thermometer location shall be convenient
11 and safe for access by Inspectors. The plant shall also be equipped
12 with an approved dial-scale thermometer, a mercury actuated
13 thermometer, an electric pyrometer, or another approved
14 thermometric instrument placed at the discharge chute of the drier to
15 automatically register or indicate the temperature of the heated
16 aggregates. This device shall be in full view of the plant operator.
17

18 3. **Heating of Asphalt Binder** – The temperature of the asphalt binder
19 shall not exceed the maximum recommended by the asphalt binder
20 manufacturer nor shall it be below the minimum temperature
21 required to maintain the asphalt binder in a homogeneous state. The
22 asphalt binder shall be heated in a manner that will avoid local
23 variations in heating. The heating method shall provide a continuous
24 supply of asphalt binder to the mixer at a uniform average
25 temperature with no individual variations exceeding 25 degrees F.
26 Also, when a WMA additive is included in the asphalt binder, the
27 temperature of the asphalt binder shall not exceed the maximum
28 recommended by the manufacturer of the WMA additive.
29

30 4. **Sampling and Testing of Mineral Materials** – The HMA plant shall
31 be equipped with a mechanical sampler for the sampling of the
32 mineral materials. The mechanical sampler shall meet the
33 requirements of Section 1-05.6 for the crushing and screening
34 operation. The Contractor shall provide for the setup and operation
35 of the field testing facilities of the Contracting Agency as provided for
36 in Section 3-01.2(2).
37

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

- 40
- 41 a. A mechanical sampling device attached to the HMA plant.
 - 42
 - 43 b. Platforms or devices to enable sampling from the hauling
44 vehicle without entering the hauling vehicle.
45

SPECIAL PROVISIONS - Continued

5-04.3(3)B Hauling Equipment

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

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

5-04.3(3)C Pavers

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

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

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

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled

SPECIAL PROVISIONS - Continued

1 automatically from reference lines or by means of a mat referencing device
2 and a slope control device. When the finish of the grade prepared for paving
3 is superior to the established tolerances and when, in the opinion of the
4 Engineer, further improvement to the line, grade, cross-section, and
5 smoothness can best be achieved without the use of the reference line, a
6 mat referencing device may be substituted for the reference line.
7 Substitution of the device will be subject to the continued approval of the
8 Engineer. A joint matcher may be used subject to the approval of the
9 Engineer. The reference line may be removed after the completion of the
10 first course of HMA when approved by the Engineer. Whenever the
11 Engineer determines that any of these methods are failing to provide the
12 necessary vertical control, the reference lines will be reinstalled by the
13 Contractor.

14
15 The Contractor shall furnish and install all pins, brackets, tensioning
16 devices, wire, and accessories necessary for satisfactory operation of the
17 automatic control equipment.

18
19 If the paving machine in use is not providing the required finish, the
20 Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or
21 solvent type liquids spilled on the pavement shall be thoroughly removed
22 before paving proceeds.

23
24 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

25
26 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the
27 Engineer's approval, unless otherwise required by the contract.

28
29 Where an MTD/V is required by the contract, the Engineer may approve
30 paving without an MTD/V, at the request of the Contractor. The Engineer
31 will determine if an equitable adjustment in cost or time is due.

32
33 When used, the MTD/V shall mix the HMA after delivery by the hauling
34 equipment and prior to laydown by the paving machine. Mixing of the HMA
35 shall be sufficient to obtain a uniform temperature throughout the mixture.
36 If a windrow elevator is used, the length of the windrow may be limited in
37 urban areas or through intersections, at the discretion of the Engineer.

38
39 To be approved for use, an MTV:

- 40
41 1. Shall be self-propelled vehicle, separate from the hauling vehicle or
42 paver.
43
44 2. Shall not be connected to the hauling vehicle or paver.
45

SPECIAL PROVISIONS - Continued

- 1 3. May accept HMA directly from the haul vehicle or pick up HMA from
2 a windrow.
- 3
- 4 4. Shall mix the HMA after delivery by the hauling equipment and prior
5 to placement into the paving machine.
- 6
- 7 5. Shall mix the HMA sufficiently to obtain a uniform temperature
8 throughout the mixture.
- 9

10 To be approved for use, an MTD:

- 11
- 12 1. Shall be positively connected to the paver.
- 13
- 14 2. May accept HMA directly from the haul vehicle or pick up HMA from
15 a windrow.
- 16
- 17 3. Shall mix the HMA after delivery by the hauling equipment and prior
18 to placement into the paving machine.
- 19
- 20 4. Shall mix the HMA sufficiently to obtain a uniform temperature
21 throughout the mixture.
- 22

23 **5-04.3(3)E Rollers**

24
25 Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire
26 type, in good condition and capable of reversing without backlash.
27 Operation of the roller shall be in accordance with the manufacturer's
28 recommendations. When ordered by the Engineer for any roller planned for
29 use on the project, the Contractor shall provide a copy of the manufacturer's
30 recommendation for the use of that roller for compaction of HMA. The
31 number and weight of rollers shall be sufficient to compact the mixture in
32 compliance with the requirements of Section 5-04.3(10). The use of
33 equipment that results in crushing of the aggregate will not be permitted.
34 Rollers producing pickup, washboard, uneven compaction of the surface,
35 displacement of the mixture or other undesirable results shall not be used.

36
37 **5-04.3(4) Preparation of Existing Paved Surfaces**

38
39 When the surface of the existing pavement or old base is irregular, the
40 Contractor shall bring it to a uniform grade and cross-section as shown on
41 the Plans or approved by the Engineer.

42
43 Preleveling of uneven or broken surfaces over which HMA is to be placed
44 may be accomplished by using an asphalt paver, a motor patrol grader, or
45 by hand raking, as approved by the Engineer.

SPECIAL PROVISIONS - Continued

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

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

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

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

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

5-04.3(4)A Crack Sealing

5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks 1/4 inch in width and greater.

SPECIAL PROVISIONS - Continued

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Cleaning: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

Sand Slurry: For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the cracks. Strike off the sand slurry flush with the existing pavement surface and allow the mixture to cure. Top off cracks that were not completely filled with additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

In areas where HMA will be placed, use sand slurry to fill the cracks.

In areas where HMA will not be placed, fill the cracks as follows:

1. Cracks 1/4 inch to 1 inch in width – fill with hot pressure fed sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

Hot Pressure Fed Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer’s recommendations. Furnish a Type 1 Working Drawing of the manufacturer’s product information and recommendations to the Engineer prior to the start of work, including the manufacturer’s recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the

SPECIAL PROVISIONS - Continued

1 Engineer, the Contractor's method of sealing the cracks with hot pressure
2 fed sealant results in an excessive amount of material on the pavement
3 surface, stop and correct the operation to eliminate the excess material.
4 Pouring sealant is not an acceptable method.
5

6 **5-04.3(4)A2 Crack Sealing Areas Prior to Paving**

7
8 In areas where HMA will be placed, use sand slurry to fill the cracks.
9

10 **5-04.3(4)A3 Crack Sealing Areas Not to be Paved**

11
12 In areas where HMA will not be placed, fill the cracks as follows:
13

- 14 a. Cracks 1/4 inch to 1 inch in width - fill with hot pressure fed sealant.
15
16 b. Cracks greater than 1 inch in width – fill with sand slurry.
17

18 **5-04.3(4)B Vacant**

19
20 **5-04.3(4)C Pavement Repair**

21
22 The Contractor shall excavate pavement repair areas and shall backfill
23 these with HMA in accordance with the details shown in the Plans and as
24 marked in the field. The Contractor shall conduct the excavation operations
25 in a manner that will protect the pavement that is to remain. Pavement not
26 designated to be removed that is damaged as a result of the Contractor's
27 operations shall be repaired by the Contractor to the satisfaction of the
28 Engineer at no cost to the Contracting Agency. The Contractor shall
29 excavate only within one lane at a time unless approved otherwise by the
30 Engineer. The Contractor shall not excavate more area than can be
31 completely finished during the same shift, unless approved by the Engineer.
32

33 Unless otherwise shown in the Plans or determined by the Engineer,
34 excavate to a depth of 1.0 feet. The Engineer will make the final
35 determination of the excavation depth required. The minimum width of any
36 pavement repair area shall be 40 inches unless shown otherwise in the
37 Plans. Before any excavation, the existing pavement shall be sawcut or
38 shall be removed by a pavement grinder. Excavated materials will become
39 the property of the Contractor and shall be disposed of in a Contractor-
40 provided site off the Right of Way or used in accordance with
41 Sections 2-02.3(3) or 9-03.21.
42

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

SPECIAL PROVISIONS - Continued

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

5-04.3(4)D Temporary HMA

During the course of construction, it may be necessary to provide improved temporary vehicle and/or pedestrian access within the project limits. Such temporary access shall be provided by temporarily patching trench crossings or other areas with temporary HMA, until such time as the permanent surface restoration is installed. Locations shall include those areas specifically indicated on the Plans, directed by the Engineer or as further specified herein. This material will be furnished, placed, compacted, and removed and wastehauled at various locations throughout the project. The trenches and/or subgrade shall be thoroughly compacted and brought to a smooth grade prior to placing the material. It shall be placed, maintained (daily), and removed and wastehauled by the Contractor. Typical compacted depth will be 4 inches. Temporary HMA shall also be used around castings to provide a transition until final lift of HMA paving is installed.

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

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

5-04.3(5)A Vacant

5-04.3(6) Mixing

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

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25 degrees F as shown on the reference mix design report or as approved by the Engineer. Also, when a

SPECIAL PROVISIONS - Continued

1 WMA additive is included in the manufacture of HMA, the discharge
2 temperature of the HMA shall not exceed the maximum recommended
3 by the manufacturer of the WMA additive. A maximum water content of
4 2 percent in the mix, at discharge, will be allowed providing the water
5 causes no problems with handling, stripping, or flushing. If the water in the
6 HMA causes any of these problems, the moisture content shall be reduced
7 as directed by the Engineer.

8
9 Storing or holding of the HMA in approved storage facilities will be permitted
10 with approval of the Engineer, but in no event shall the HMA be held for
11 more than 24 hours. HMA held for more than 24 hours after mixing shall be
12 rejected. Rejected HMA shall be disposed of by the Contractor at no
13 expense to the Contracting Agency. The storage facility shall have an
14 accessible device located at the top of the cone or about the third point. The
15 device shall indicate the amount of material in storage. No HMA shall be
16 accepted from the storage facility when the HMA in storage is below the top
17 of the cone of the storage facility, except as the storage facility is being
18 emptied at the end of the working shift.

19
20 Recycled asphalt pavement (RAP) utilized in the production of HMA shall
21 be sized prior to entering the mixer so that a uniform and thoroughly mixed
22 HMA is produced. If there is evidence of the recycled asphalt pavement not
23 breaking down during the heating and mixing of the HMA, the Contractor
24 shall immediately suspend the use of the RAP until changes have been
25 approved by the Engineer. After the required amount of mineral materials,
26 RAP, new asphalt binder and asphalt rejuvenator have been introduced into
27 the mixer the HMA shall be mixed until complete and uniform coating of the
28 particles and thorough distribution of the asphalt binder throughout the
29 mineral materials, and RAP is ensured.

30
31 **5-04.3(7) Spreading and Finishing**

32
33 The mixture shall be laid upon an approved surface, spread, and struck off
34 to the grade and elevation established. HMA pavers complying with
35 Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise
36 directed by the Engineer, the nominal compacted depth of any layer of any
37 course shall not exceed the following:

38

39 HMA Class 1"	0.35 feet
40 HMA Class 3/4" and HMA Class 1/2" wearing course	0.30 feet
41 other courses	0.35 feet
42 HMA Class 3/8"	0.15 feet

43

SPECIAL PROVISIONS - Continued

1 On areas where irregularities or unavoidable obstacles make the use of
2 mechanical spreading and finishing equipment impractical, the paving may
3 be done with other equipment or by hand.
4

5 When more than one job mix formula (JMF) is being utilized to produce
6 HMA, the material produced for each JMF shall be placed by separate
7 spreading and compacting equipment. The intermingling of HMA produced
8 from more than one JMF is prohibited. Each strip of HMA placed during a
9 work shift shall conform to a single JMF established for the class of HMA
10 specified unless there is a need to make an adjustment in the JMF.
11

12 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**
13

14 For HMA accepted by nonstatistical evaluation the aggregate properties of
15 sand equivalent, uncompacted void content and fracture will be evaluated
16 in accordance with Section 3-04. Sampling and testing of aggregates for
17 HMA accepted by commercial evaluation will be at the option of the
18 Engineer.
19

20 **5-04.3(9) HMA Mixture Acceptance**
21

22 Acceptance of HMA shall be as provided under nonstatistical, or
23 commercial evaluation.
24

25 Nonstatistical evaluation will be used for the acceptance of HMA unless
26 Commercial Evaluation is specified.
27

28 Commercial evaluation will be used for Commercial HMA and for other
29 classes of HMA in the following applications: sidewalks, road approaches,
30 ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and
31 pavement repair. Other nonstructural applications of HMA accepted by
32 commercial evaluation shall be as approved by the Engineer. Sampling and
33 testing of HMA accepted by commercial evaluation will be at the option of
34 the Engineer.
35

36 The mix design will be the initial JMF for the class of HMA. The Contractor
37 may request a change in the JMF. Any adjustments to the JMF will require
38 the approval of the Engineer and may be made in accordance with this
39 section.
40

41 **HMA Tolerances and Adjustments**
42

- 43 1. **Job Mix Formula Tolerances** – The constituents of the mixture at
44 the time of acceptance shall conform to the following tolerances:
45

SPECIAL PROVISIONS - Continued

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

1
2 These tolerance limits constitute the allowable limits as described in
3 Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits
4 of the control points, except the tolerance limits for sieves designated as
5 100 percent passing will be 99-100.
6

7 1. **Job Mix Formula Adjustments** – An adjustment to the aggregate
8 gradation or asphalt binder content of the JMF requires approval of
9 the Engineer. Adjustments to the JMF will only be considered if the
10 change produces material of equal or better quality and may require
11 the development of a new mix design if the adjustment exceeds the
12 amounts listed below.
13

14 a. **Aggregates** – 2 percent for the aggregate passing the 1-1/2",
15 1", 3/4", 1/2", 3/8", and the No. 4 sieves, 1 percent for
16 aggregate passing the No. 8 sieve, and 0.5 percent for the
17 aggregate passing the No. 200 sieve. The adjusted JMF shall
18 be within the range of the control points in Section 9-03.8(6).
19

20 b. **Asphalt Binder Content** – The Engineer may order or
21 approve changes to asphalt binder content. The maximum
22 adjustment from the approved mix design for the asphalt
23 binder content shall be 0.3 percent
24

25 **5-04.3(9)A Vacant**

26 **5-04.3(9)B Vacant**

27 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

28
29
30
31 HMA mixture which is accepted by Nonstatistical Evaluation will be
32 evaluated by the Contracting Agency by dividing the HMA tonnage into lots.
33

34 The Engineer will furnish the Contractor with a copy of the results of all
35 acceptance testing performed in the field. The Engineer will provide the
36 Composite Pay Factor (CPF) of the completed sublots after three sublots

SPECIAL PROVISIONS - Continued

1 have been tested. Sublot sample test results (gradation and asphalt binder
2 content) may be challenged by the Contractor.
3

4 **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**
5

6 A lot is represented by randomly selected samples of the same mix design
7 that will be tested for acceptance. A lot is defined as the total quantity of
8 material or work produced for each JMF placed. Only one lot per JMF is
9 expected. A sublot shall be equal to one day's production or 800 tons,
10 whichever is less except that the final sublot will be a minimum of 400 tons
11 and may be increased to 1,200 tons.
12

13 All of the test results obtained from the acceptance samples from a given
14 lot shall be evaluated collectively. If the Contractor requests a change to the
15 JMF that is approved, the material produced after the change will be
16 evaluated on the basis of the new JMF for the remaining sublots in the
17 current lot and for acceptance of subsequent lots. For a lot in progress with
18 a CPF less than 0.75, a new lot will begin at the Contractor's request after
19 the Engineer is satisfied that material conforming to the Specifications can
20 be produced.
21

22 Sampling and testing for evaluation shall be performed on the frequency of
23 one sample per sublot.
24

25 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**
26

27 Samples for acceptance testing shall be obtained by the Contractor when
28 ordered by the Engineer. The Contractor shall sample the HMA mixture in
29 the presence of the Engineer and in accordance with AASHTO T 168. A
30 minimum of three samples should be taken for each class of HMA placed
31 on a project. If used in a structural application, at least one of the three
32 samples shall to be tested.
33

34 Sampling and testing HMA in a Structural application where quantities are
35 less than 400 tons is at the discretion of the Engineer.
36

37 For HMA used in a structural application and with a total project quantity
38 less than 800 tons but more than 400 tons, a minimum of one acceptance
39 test shall be performed. In all cases, a minimum of 3 samples will be
40 obtained at the point of acceptance, a minimum of one of the three samples
41 will be tested for conformance to the JMF:
42

- 43 • If the test results are found to be within specification requirements,
44 additional testing will be at the Engineer's discretion.
45

SPECIAL PROVISIONS - Continued

- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

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

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

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

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

The Engineer will furnish the Contractor with a copy of the results of all acceptance testing performed in the field.

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

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

Table of Price Adjustment Factors	
Constituent	Factor “f”
All aggregate passing: 1-1/2", 1", 3/4", 1/2", 3/8" and No. 4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

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

5-04.3(9)C5 Vacant

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

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

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

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

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, Va. The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

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

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

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

SPECIAL PROVISIONS - Continued

1 Adjustment will be calculated as the product of the NCMF, the quantity of
2 HMA in the lot in tons, and the unit Contract price per ton of mix.

3
4 If a constituent is not measured in accordance with these Specifications,
5 its individual pay factor will be considered 1.00 in calculating the Composite
6 Pay Factor (CPF).

7
8 **5-04.3(10) HMA Compaction Acceptance**

9
10 HMA mixture accepted by nonstatistical evaluation that is used in traffic
11 lanes, including lanes for intersections, ramps, truck climbing, weaving, and
12 speed change, and having a specified compacted course thickness greater
13 than 0.10-foot, shall be compacted to a specified level of relative density.
14 The specified level of relative density shall be a Composite Pay Factor
15 (CPF) of not less than 0.75 when evaluated in accordance with
16 Section 1-06.2, using a minimum of 92 percent of the maximum density.
17 The maximum density shall be determined by WSDOT FOP for AASHTO
18 T 729. The specified level of density attained will be determined by the
19 evaluation of the density of the pavement. The density of the pavement shall
20 be determined in accordance with WSDOT FOP for WAQTC TM 8, except
21 that gauge correlation will be at the discretion of the Engineer, when using
22 the nuclear density gauge and WSDOT SOP 736 when using cores to
23 determine density.

24
25 Tests for the determination of the pavement density will be taken in
26 accordance with the required procedures for measurement by a nuclear
27 density gauge or roadway cores after completion of the finish rolling.
28 If the Contracting Agency uses a nuclear density gauge to determine
29 density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729
30 will be used on the day the mix is placed and prior to opening to traffic.

31
32 Roadway cores for density may be obtained by either the Contracting
33 Agency or the Contractor in accordance with WSDOT SOP 734. The core
34 diameter shall be 4-inches minimum, unless otherwise approved by the
35 Engineer. Roadway cores will be tested by the Contracting Agency in
36 accordance with WSDOT FOP for AASHTO T 166.

37
38 If the Contract includes the Bid item "Roadway Core" the cores shall be
39 obtained by the Contractor in the presence of the Engineer on the same day
40 the mix is placed and at locations designated by the Engineer. If the
41 Contract does not include the Bid item "Roadway Core" the Contracting
42 Agency will obtain the cores.

SPECIAL PROVISIONS - Continued

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

4
5 A lot is represented by randomly selected samples of the same mix design
6 that will be tested for acceptance. A lot is defined as the total quantity of
7 material or work produced for each Job Mix Formula placed. Only one lot
8 per JMF is expected. A subplot shall be equal to one day's production or 400
9 tons, whichever is less except that the final subplot will be a minimum of 200
10 tons and may be increased to 800 tons. Testing for compaction will be at
11 the rate of 5 tests per subplot per WSDOT T 738.

12
13 HMA mixture accepted by commercial evaluation and HMA constructed
14 under conditions other than those listed above shall be compacted on the
15 basis of a test point evaluation of the compaction train. The test point
16 evaluation shall be performed in accordance with instructions from the
17 Engineer. The number of passes with an approved compaction train,
18 required to attain the maximum test point density, shall be used on all
19 subsequent paving.

20
21 HMA for preleveling shall be thoroughly compacted. HMA that is used for
22 preleveling wheel rutting shall be compacted with a pneumatic tire roller
23 unless otherwise approved by the Engineer.

24
25 **Test Results**

26
27 For a subplot that has been tested with a nuclear density gauge that did not
28 meet the minimum of 92 percent of the reference maximum density in a
29 compaction lot with a CPF below 1.00 and thus subject to a price reduction
30 or rejection, the Contractor may request that a core be used for
31 determination of the relative density of the subplot. The relative density of the
32 core will replace the relative density determined by the nuclear density
33 gauge for the subplot and will be used for calculation of the CPF and
34 acceptance of HMA compaction lot.

35
36 When cores are taken by the Contracting Agency at the request of the
37 Contractor, they shall be requested by noon of the next workday after the
38 test results for the subplot have been provided or made available to the
39 Contractor. Core locations shall be outside of wheel paths and as
40 determined by the Engineer. Traffic control shall be provided by the
41 Contractor as requested by the Engineer. Failure by the Contractor to
42 provide the requested traffic control will result in forfeiture of the request for
43 cores. When the CPF for the lot based on the results of the HMA cores is
44 less than 1.00, the cost for the coring will be deducted from any monies due

SPECIAL PROVISIONS - Continued

1 or that may become due the Contractor under the Contract at the rate of
2 \$200 per core and the Contractor shall pay for the cost of the traffic control.

3
4 **5-04.3(10)A HMA Compaction – General Compaction Requirements**

5
6 Compaction shall take place when the mixture is in the proper condition so
7 that no undue displacement, cracking, or shoving occurs. Areas
8 inaccessible to large compaction equipment shall be compacted by other
9 mechanical means. Any HMA that becomes loose, broken, contaminated,
10 shows an excess or deficiency of asphalt, or is in any way defective, shall
11 be removed and replaced with new hot mix that shall be immediately
12 compacted to conform to the surrounding area.

13
14 The type of rollers to be used and their relative position in the compaction
15 sequence shall generally be the Contractor's option, provided the specified
16 densities are attained. Unless the Engineer has approved otherwise, rollers
17 shall only be operated in the static mode when the internal temperature of
18 the mix is less than 175 degrees F. Regardless of mix temperature, a roller
19 shall not be operated in a mode that results in checking or cracking of the
20 mat. Rollers shall only be operated in static mode on bridge decks.

21
22 **5-04.3(10)B HMA Compaction – Cyclic Density**

23
24 Low cyclic density areas are defined as spots or streaks in the pavement
25 that are less than 90 percent of the theoretical maximum density. At the
26 Engineer's discretion, the Engineer may evaluate the HMA pavement for
27 low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500
28 Cyclic Density Price Adjustment will be assessed for any 500-foot section
29 with two or more density readings below 90 percent of the theoretical
30 maximum density.

31
32 **5-04.3(10)C Vacant**

33
34 **5-04.3(10)D HMA Nonstatistical Compaction**

35
36 **5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots**

37
38 HMA compaction which is accepted by nonstatistical evaluation will be
39 based on acceptance testing performed by the Contracting Agency dividing
40 the project into compaction lots.

41
42 A lot is represented by randomly selected samples of the same mix design
43 that will be tested for acceptance, with a maximum of 15 sublots per lot; the
44 final lot for a mix design may be increased to 25 sublots. Sublots will be
45 uniform in size with a maximum subplot size based on original Plan quantity

SPECIAL PROVISIONS - Continued

1 tons of HMA as specified in the table below. The subplot locations within each
2 density lot will be determined by the Engineer. For a lot in progress with a
3 CPF less than 0.75, a new lot will begin at the Contractor's request after the
4 Engineer is satisfied that material conforming to the Specifications can be
5 produced.
6

HMA Original Plan Quantity (tons)	Sublot Size (tons)
<20,000	100
20,000 to 30,000	150
>30,000	200

7
8 HMA mixture accepted by commercial evaluation and HMA constructed
9 under conditions other than those listed above shall be compacted on the
10 basis of a test point evaluation of the compaction train. The test point
11 evaluation shall be performed in accordance with instructions from the
12 Engineer. The number of passes with an approved compaction train,
13 required to attain the maximum test point density, shall be used on all
14 subsequent paving.
15

16 HMA for preleveling shall be thoroughly compacted. HMA that is used to
17 prelevel wheel ruts shall be compacted with a pneumatic tire roller unless
18 otherwise approved by the Engineer.
19

20 **5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation –**
21 **Acceptance Testing**
22

23 The location of the HMA compaction acceptance tests will be randomly
24 selected by the Engineer from within each subplot, with one test per subplot.
25

26 **5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments**
27

28 For each compaction lot with one or two sublots, having all sublots attain a
29 relative density that is 92 percent of the reference maximum density the
30 HMA shall be accepted at the unit Contract price with no further evaluation.
31 When a subplot does not attain a relative density that is 92 percent of the
32 reference maximum density, the lot shall be evaluated in accordance with
33 Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall
34 be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used
35 to offset lots with CPF values below 1.00 but greater than 0.90. Lots with
36 CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11).
37 Additional testing by either a nuclear moisture-density gauge or cores will
38 be completed as required to provide a minimum of three tests for evaluation.
39

SPECIAL PROVISIONS - Continued

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

7

8 **5-04.3(11) Reject Work**

9

10 **5-04.3(11)A Reject Work General**

11

12 Work that is defective or does not conform to Contract requirements shall
13 be rejected. The Contractor may propose, in writing, alternatives to removal
14 and replacement of rejected material. Acceptability of such alternative
15 proposals will be determined at the sole discretion of the Engineer. HMA
16 that has been rejected is subject to the requirements in Section 1-06.2(2)
17 and this specification, and the Contractor shall submit a corrective action
18 proposal to the Engineer for approval.

19

20 **5-04.3(11)B Rejection by Contractor**

21

22 The Contractor may, prior to sampling, elect to remove any defective
23 material and replace it with new material. Any such new material will be
24 sampled, tested, and evaluated for acceptance.

25

26 **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

27

28 The Engineer may, without sampling, reject any batch, load, or section of
29 Roadway that appears defective. Material rejected before placement shall
30 not be incorporated into the pavement. Any rejected section of Roadway
31 shall be removed.

32

33 No payment will be made for the rejected materials or the removal of the
34 materials unless the Contractor requests that the rejected material be
35 tested. If the Contractor elects to have the rejected material tested, a
36 minimum of three representative samples will be obtained and tested.
37 Acceptance of rejected material will be based on conformance with the
38 nonstatistical acceptance Specification. If the CPF for the rejected material
39 is less than 0.75, no payment will be made for the rejected material; in
40 addition, the cost of sampling and testing shall be borne by the Contractor.
41 If the CPF is greater than or equal to 0.75, the cost of sampling and testing
42 will be borne by the Contracting Agency. If the material is rejected before
43 placement and the CPF is greater than or equal to 0.75, compensation for
44 the rejected material will be at a CPF of 0.75. If rejection occurs after
45 placement and the CPF is greater than or equal to 0.75, compensation for

SPECIAL PROVISIONS - Continued

1 the rejected material will be at the calculated CPF with an addition
2 of 25 percent of the unit Contract price added for the cost of removal and
3 disposal.

4
5 **5-04.3(11)D Rejection – A Partial Sublot**

6
7 In addition to the random acceptance sampling and testing, the Engineer
8 may also isolate from a normal sublot any material that is suspected of
9 being defective in relative density, gradation or asphalt binder content. Such
10 isolated material will not include an original sample location. A minimum of
11 three random samples of the suspect material will be obtained and tested.
12 The material will then be non-statistically evaluated as an independent lot
13 in accordance with Section 5-04.3(9)C4.

14
15 **5-04.3(11)E Rejection – An Entire Sublot**

16
17 An entire sublot that is suspected of being defective may be rejected. When
18 a sublot is rejected a minimum of two additional random samples from this
19 sublot will be obtained. These additional samples and the original sublot will
20 be evaluated as an independent lot in accordance with
21 Section 5-04.3(9)C4.

22
23 **5-04.3(11)F Rejection – A Lot in Progress**

24
25 The Contractor shall shut down operations and shall not resume HMA
26 placement until such time as the Engineer is satisfied that material
27 conforming to the Specifications can be produced:

- 28
29 1. When the Composite Pay Factor (CPF) of a lot in progress drops
30 below 1.00 and the Contractor is taking no corrective action; or
31
32 2. When the Pay Factor (PF) for any constituent of a lot in progress
33 drops below 0.95 and the Contractor is taking no corrective action;
34 or
35
36 3. When either the PF for any constituent or the CPF of a lot in progress
37 is less than 0.75.

38
39 **5-04.3(11)G Rejection – An Entire Lot (Mixture or Compaction)**

40
41 An entire lot with a CPF of less than 0.75 will be rejected.
42
43

SPECIAL PROVISIONS - Continued

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

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

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

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

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

5-04.3(12)B1 HMA Sawcut and Seal

Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seals to be placed at the bridge ends,

SPECIAL PROVISIONS - Continued

1 and at interior joints within the bridge deck when and where shown in the
2 Plans. Establish the sawcut alignment points in a manner that they remain
3 functional for use in aligning the sawcut after placing the overlay.
4

5 Submit a Type 1 Working Drawing consisting of the sealant manufacturer's
6 application procedure.
7

8 Construct the bridge paving joint seal as specified on the Plans and in
9 accordance with the detail shown in the Standard Plans. Construct the
10 sawcut in accordance with the detail shown in the Standard Plan. Construct
11 the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's
12 application procedure.
13

14 **5-04.3(12)B2 Paved Panel Joint Seal**

15
16 Construct the paved panel joint seal in accordance with the requirements
17 specified in section 5-04.3(12)B1 and the following requirement:
18

- 19 1. Clean and seal the existing joint between concrete panels in
20 accordance with Section 5-01.3(8) and the details shown in the
21 Standard Plans.
22

23 **5-04.3(13) Surface Smoothness**

24
25 The completed surface of all courses shall be of uniform texture, smooth,
26 uniform as to crown and grade, and free from defects of all kinds. The
27 completed surface of the wearing course of the following sections of
28 Roadway shall not vary more than 1/4 inch from the lower edge of a 10-foot
29 straightedge placed on the surface parallel to centerline:
30

- 31 1. All roads less than 45 mph***
32

33 The completed surface of the wearing course of all other sections of
34 Roadway shall not vary more than 1/8 inch from the lower edge of a 10-foot
35 straightedge placed on the surface parallel to centerline.
36

37 The transverse slope of the completed surface of the wearing course shall
38 vary not more than 1/4 inch in 10 feet from the rate of transverse slope
39 shown in the Plans.
40
41

SPECIAL PROVISIONS - Continued

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

- 4
- 5 1. Removal of material from high places by grinding with an approved
6 grinding machine; or
 - 7
 - 8 2. Removal and replacement of the wearing course of HMA; or
 - 9
 - 10 3. By other method approved by the Engineer.

11
12 Correction of defects shall be carried out until there are no deviations
13 anywhere greater than the allowable tolerances.

14
15 Deviations in excess of the above tolerances that result from a low place in
16 the HMA and deviations resulting from a high place where corrective action,
17 in the opinion of the Engineer, will not produce satisfactory results will be
18 accepted with a price adjustment. The Engineer shall deduct from monies
19 due or that may become due to the Contractor the sum of \$500.00 for each
20 and every section of single traffic lane 100 feet in length in which any
21 excessive deviations described above are found.

22
23 All utility castings and monuments within the existing and/or new pavement
24 area shall be referenced by the Contractor prior to any pavement removal
25 or planing. The Contractor shall keep a record of such references, and
26 submit a copy to the Contracting Agency.

27
28 Existing structures and new structures shall be adjusted to the finished
29 grade as shown on the Plans and as further specified herein. Existing
30 boxes, rings, grates, covers, and lids shall be reset in a careful and
31 workmanlike manner to conform to the required grades.

32
33 The new and existing utility castings and monuments shall be adjusted to
34 grade in the following manner:

35
36 As soon as the street has been paved past each structure or casting, the
37 asphalt concrete mat shall be scored around the location of the structure or
38 casting. After rolling has been completed and the mat has cooled, it shall
39 be cut along the scored lines. The structure or casting shall then be raised
40 to finished pavement grade and the annular spaces filled as indicated on
41 the Plans. The Contractor shall install the pavement to give a smooth
42 finished appearance. All covers, lids, frames, and grates shall be
43 thoroughly cleaned.

SPECIAL PROVISIONS - Continued

1 After pavement is in place, all new pavement joints shall be sealed with a
2 6-inch-wide strip of hot asphalt sealer. A sand blanket shall be applied to
3 the surface of the hot asphalt sealer immediately after the placement of the
4 sealer to help alleviate the tracking of the asphalt. The sealer shall meet
5 the requirements of Section 9-04.2(1) of the Standard Specifications.
6

7 **5-04.3(14) Planing (Milling) Bituminous Pavement**
8

9 The planning plan must be approved by the Engineer and a pre planning
10 meeting must be held prior to the start of any planing. See
11 Section 5-04.3(14)B2 for information on planning submittals.
12

13 Locations of existing surfacing to be planed are as shown in the Drawings.
14

15 Where planing an existing pavement is specified in the Contract, the
16 Contractor must remove existing surfacing material and to reshape the
17 surface to remove irregularities. The finished product must be a prepared
18 surface acceptable for receiving an HMA overlay.
19

20 Use the cold milling method for planing unless otherwise specified in the
21 Contract. Do not use the planer on the final wearing course of new HMA.
22 Conduct planing operations in a manner that does not tear, break, burn, or
23 otherwise damage the surface which is to remain. The finished planed
24 surface must be slightly grooved or roughened and must be free from
25 gouges, deep grooves, ridges, or other imperfections. The Contractor must
26 repair any damage to the surface by the Contractor's planing equipment,
27 using an Engineer approved method.
28

29 Repair or replace any metal castings and other surface improvements
30 damaged by planing, as determined by the Engineer.
31

32 A tapered wedge cut must be planed longitudinally along curb lines
33 sufficient to provide a minimum of 4 inches of curb reveal after placement
34 and compaction of the final wearing course. The dimensions of the wedge
35 must be as shown on the Drawings or as specified by the Engineer.
36

37 A tapered wedge cut must also be made at transitions to adjoining
38 pavement surfaces (meet lines) where butt joints are shown on the
39 Drawings. Cut butt joints in a straight line with vertical faces 2 inches or
40 more in height, producing a smooth transition to the existing adjoining
41 pavement.
42

43 After planing is complete, planed surfaces must be swept, cleaned, and if
44 required by the Contract, patched and preleveled.
45

SPECIAL PROVISIONS - Continued

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

4
5 Gutter panels, curbs, or utility structures damaged as a result of planing
6 operations shall be replaced by the Contractor at their own expense. No
7 additional monies will be due the Contractor for damage to curbs, gutters,
8 or utility structures, all costs of which shall be borne by the Contractor.

9
10 **5-04.3(14)A Pre-Planing Metal Detection Check**

11
12 Before starting planing of pavements, and before any additional depth
13 planing required by the Engineer, the Contractor must conduct a physical
14 survey of existing pavement to be planed with equipment that can identify
15 hidden metal objects.

16
17 Should such metal be identified, promptly notify the Engineer.

18
19 See Section 1-07.16(1) regarding the protection of survey monumentation
20 that may be hidden in pavement.

21
22 The Contractor is solely responsible for any damage to equipment resulting
23 from the Contractor's failure to conduct a pre-planing metal detection
24 survey, or from the Contractor's failure to notify the Engineer of any hidden
25 metal that is detected.

26
27 **5-04.3(14)B Paving and Planing Under Traffic**

28
29 **5-04.3(14)B1 General**

30
31 In addition, the requirements of Section 1-07.23 and the traffic controls
32 required in Section 1-10, and unless the Contract specifies otherwise or
33 the Engineer approves, the Contractor must comply with the following:

- 34
35 1. Intersections
- 36
37 a. Keep intersections open to traffic at all times, except when
38 paving or planing operations through an intersection
39 requires closure. Such closure must be kept to the
40 minimum time required to place and compact the HMA
41 mixture, or plane as appropriate. For paving, schedule such
42 closure to individual lanes or portions thereof that allows
43 the traffic volumes and schedule of traffic volumes required
44 in the approved traffic control plan. Schedule work so that
45 adjacent intersections are not impacted at the same time

SPECIAL PROVISIONS - Continued

- 1 and comply with the traffic control restrictions required by
2 the Traffic Engineer. Each individual intersection closure or
3 partial closure, must be addressed in the traffic control
4 plan, which must be submitted to and accepted by the
5 Engineer, see Section 1-10.2(2).
6
- 7 b. When planing or paving and related construction must occur
8 in an intersection, consider scheduling and sequencing
9 such work into quarters of the intersection, or half or more
10 of an intersection with side street detours. Be prepared to
11 sequence the work to individual lanes or portions thereof.
12
- 13 c. Should closure of the intersection in its entirety be
14 necessary, and no trolley service is impacted, keep such
15 closure to the minimum time required to place and compact
16 the HMA mixture, plane, remove asphalt, tack coat, and as
17 needed.
18
- 19 d. Any work in an intersection requires advance warning in
20 both signage and a number of Working Days advance
21 notice as determined by the Engineer, to alert traffic and
22 emergency services of the intersection closure or partial
23 closure.
24
- 25 e. Allow new compacted HMA asphalt to cool to ambient
26 temperature before any traffic is allowed on it. Traffic is not
27 allowed on newly placed asphalt until approval has been
28 obtained from the Engineer.
29
- 30 2. Temporary centerline marking, post-paving temporary marking,
31 temporary stop bars, and maintaining temporary pavement marking
32 must comply with Section 8-23.
33
- 34 3. Permanent pavement marking must comply with Section 8-22.
35
- 36 4. Roadways Open to Traffic
37
- 38 When the roadway being paved is open to traffic, the following
39 requirements shall apply:
40
- 41 The Contractor shall keep roadways open to traffic at all times except
42 where paving is in progress. During such time, and provided that
43 there has been an advance warning to the public, only that specified
44 section of road being paved may be closed for the minimum time
45 required to place and compact the HMA. Adjacent travel lanes and

SPECIAL PROVISIONS - Continued

1 shoulder shall be left open for traffic during these times. In hot
2 weather, the Engineer may require the application of water to the
3 pavement to accelerate the finish rolling of the pavement and to
4 shorten the time required before reopening to traffic.

5
6 Before temporarily closing a portion of the road, advance-warning
7 signs shall be placed and signs shall also be placed clearly alerting
8 the driver of temporary lane closures.

9
10 During paving operations, temporary pavement markings shall be
11 maintained throughout the project. Temporary pavement markings
12 shall be installed on the roadway prior to opening to traffic and shall
13 be in accordance with Section 8-23.

14
15 All costs in connection with performing the Work in accordance with
16 these requirements shall be included in the unit contract prices for
17 the various bid items involved in the Contract.

18
19 **5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**

20
21 The Contractor must submit a separate planing plan and a separate paving
22 plan to the Engineer at least 5 Working Days in advance of each operation's
23 activity start date. These plans must show how the moving operation and
24 traffic control are coordinated, as they will be discussed at the pre-planing
25 briefing and pre-paving briefing. When requested by the Engineer, the
26 Contractor must provide each operation's traffic control plan on 24 x 36 inch
27 or larger size Shop Drawings with a scale showing both the area of
28 operation and sufficient detail of traffic beyond the area of operation where
29 detour traffic may be required. The scale on the Shop Drawings is 1 inch =
30 20 feet, which may be changed if the Engineer agrees sufficient detail is
31 shown.

32
33 The planing operation and the paving operation include, but are not limited
34 to, metal detection, removal of asphalt and temporary asphalt of any kind,
35 tack coat and drying, staging of supply trucks, paving trains, rolling,
36 scheduling, and as may be discussed at the briefing.

37
38 When intersections will be partially blocked or when allowed to be totally
39 blocked, provide adequately sized and noticeable signage alerting traffic of
40 closures to come, a minimum 2 Working Days in advance. The traffic control
41 plan must show where police officers will be stationed when signalization is
42 or may be, countermanded, and show areas where flaggers are proposed.

SPECIAL PROVISIONS - Continued

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

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.
3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA Supplier facilities to be used.
5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

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

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

1. General for both Paving Plan and for Planing Plan:
 - a. The actual times of starting and ending daily operations.
 - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
 - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
 - d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
 - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
 - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.

SPECIAL PROVISIONS - Continued

- 1 g. Description of procedures and equipment to identify
- 2 hidden metal in the pavement, such as survey
- 3 monumentation, monitoring wells, street car rail, and
- 4 castings, before planning, see Section 5-04.3(14)B2.
- 5
- 6 h. Description of how flaggers will be coordinated with the
- 7 planing, paving, and related operations.
- 8
- 9 i. Description of sequencing of traffic controls for the process of
- 10 rigid pavement base repairs.
- 11
- 12 j. Other items the Engineer deems necessary to address.
- 13
- 14 2. Paving – additional topics:
- 15
- 16 a. When to start applying tack and coordinating with paving.
- 17
- 18 b. Types of equipment and numbers of each type equipment to
- 19 be used. If more pieces of equipment than personnel are
- 20 proposed, describe the sequencing of the personnel
- 21 operating the types of equipment. Discuss the continuance
- 22 of operator personnel for each type equipment as it relates to
- 23 meeting Specification requirements.
- 24
- 25 c. Number of JMFs to be placed, and if more than one JMF
- 26 how the Contractor will ensure different JMFs are
- 27 distinguished, how pavers and MTVs are distinguished if
- 28 more than one JMF is being placed at the time, and how
- 29 pavers and MTVs are cleaned so that one JMF does not
- 30 adversely influence the other JMF.
- 31
- 32 d. Description of contingency plans for that day's operations
- 33 such as equipment breakdown, rain out, and Supplier
- 34 shutdown of operations.
- 35
- 36 e. Number of sublots to be placed, sequencing of density testing,
- 37 and other sampling and testing.
- 38

5-04.3(15) Sealing Pavement Surfaces

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

44
45

SPECIAL PROVISIONS - Continued

5-04.3(16) HMA Road Approaches

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

5-04.4 Measurement

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

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

Temporary HMA will be measured by the ton in accordance with Section 1-09.2 with no deduction being made for the weight of asphalt binder, blending sand, mineral filler, or any other component of the HMA.

5-04.5 Payment

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

“Commercial HMA,” per ton.

The unit contract price per ton for “Commercial HMA” shall include the cost for all labor, materials, equipment and tools for furnishing, placing, compacting and constructing asphalt pavement including mix design, anti-strip determination, mix design verification, preparation of untreated roadway, anti-stripping additive, soil residual herbicide, asphalt for tack coat, HMA pavement, HMA for preleveling, HMA transition sections, HMA ramps, HMA driveways/approaches, HMA wedge curb, spreading and finishing, water, compaction, sealing all cold joints with asphalt sealant (and sand blanket to alleviate tracking), temporary pavement markings, removal of temporary pavement markings, and all other incidentals necessary for a complete paving system to the lines, cross section and grades in accordance with the Plans. It shall also include the cost of adjusting all existing and new Contracting Agency owned castings including, but not limited to, manholes, catch basins, junction boxes, monuments, and valve boxes to grade unless a specific bid item has been listed in the proposal for this work.

SPECIAL PROVISIONS - Continued

1 The unit contract price per ton for "Commercial HMA" shall be full
2 compensation for all costs incurred to carry out the requirements of
3 Section 5-04 except for those costs which are included in other items which
4 are included in this Subsection and which are included in the Proposal.

5
6 "Temporary HMA," per ton.

7
8 The unit contract price per ton for "Temporary HMA" shall be full pay to
9 furnish, install, maintain, remove, and waste haul the temporary asphalt.

10
11 "Pavement Repair Excavation, Incl. Haul," per square yard.

12
13 The unit contract price per square yard for "Pavement Repair Excavation,
14 Incl. Haul" shall be full payment for all costs incurred to perform the work
15 described in Section 5-04.3(4) with the exception; however, that all costs
16 involved in the placement of HMA shall be included in the unit contract price
17 per ton for "Commercial HMA."

1 **6-11 REINFORCED CONCRETE WALLS**

2

3 **6-11.4 Measurement**

4 (*****)

5

6 Delete the first paragraph of this Section and replace with the following:

7

8 No specific unit of measure will apply to reinforce concrete retaining wall.

9

10 **6-11.5 Payment**

11 (*****)

12

13 This Section is supplemented with the following:

14

15 The lump sum contract price for “Reinforced Concrete Retaining Wall” shall
16 include all costs for furnishing all material, labor, tools and equipment
17 necessary to construct the wall including, but not limited to, excavation,
18 preparing the subgrade, furnishing and installing foundation pad, forms,
19 reinforcing, cement concrete, surface finishing, adjusting existing catch
20 basin to grade, new slip resistant solid lid with frame, and wastehaul for a
21 complete installation.

22

23 Backfilling behind the wall with controlled density fill shall be paid under the
24 contact item “Controlled Density Fill.”

1 **7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**

2
3 **7-05.3 Construction Requirements**

4 (*****)

5
6 This Section is supplemented with the following:

7
8 This work also consists of removing and replacing metal castings and/or
9 risers on catch basins as indicated herein. The Contractor shall minimize
10 quantity of individual risers to be installed on each structure by utilizing
11 fewer taller risers in lieu of multiple shorter risers. Quantity/total height of
12 risers varies per structure.

13
14 This work also includes regrouting all pipes on existing catch basins listed
15 in the repair summary tables. The Contractor shall remove and wastehaul
16 all existing cracked and/or unstable pipe grout/mortar and regrout each
17 pipe.

18
19 The Engineer may, at any time, deem that additional catch basin work is
20 necessary beyond the scope of replacing frames, grates, lids, risers and
21 regrouting pipes and risers. In this case, the Engineer will give written
22 notice to the Contractor that additional work is necessary.

23
24 The Contractor shall construct all manholes and catch basins from precast
25 concrete bases and risers. Cast-in-place concrete bases shall only be
26 used for "straddle" of existing systems and shall be watertight.

27
28 In areas of new and existing pavement, the grate rim elevation shall be set
29 to promote drainage flow. In unimproved areas, the rim elevations shall
30 be set 2 inches above finished grade unless otherwise shown on the
31 Plans.

32
33 Dewatering shall be per Section 7-08.3(1).

34
35 Unless specifically noted herein or shown differently on the Plans, the
36 Contractor shall connect to the manhole and catch basin as follows:

<u>Pipe</u>	<u>Connection System</u>
DI	Kor-N-Seal*
HDPE	Kor-N-Seal*
PVC	Kor-N-Seal*
Corrugated Polyethylene	Per Manufacturer's Recommendation

37
38 *Or Contracting Agency approved equal.

SPECIAL PROVISIONS - Continued

1 **7-05.3(3) Connections to Existing Manholes**

2 (June 16, 2006 G&O)

3
4 This Section is supplemented with the following:

5
6 The locations, type and size of the existing structures and lines have been
7 determined from available records, and are approximate; however, it is
8 anticipated that connections to these existing facilities may be made, in
9 general, as shown on the Plans.

10
11 It shall be the responsibility of the Contractor to determine the exact
12 location and ascertain the type and size of the existing facilities prior to
13 starting work on each connection, and to provide any minor alterations, as
14 required, at no additional cost to the Contracting Agency.

15
16 Where piping is to be connected to existing structures, the opening(s)
17 shall be core-drilled in the structure. The use of jackhammers and/or
18 sledgehammers to knock out the hole shall not be allowed.

19
20 **7-05.4 Measurement**

21 (*****)

22
23 This Section is supplemented with the following:

24
25 Measurement of Replace Catch Basin Frame shall be per each frame
26 replaced, on an existing structure.

27
28 Measurement of Replace Catch Basin Grate shall be per each grate
29 replaced, on an existing structure.

30
31 Measurement of Replace Catch Basin Risers shall be per each catch
32 basin that risers are replaced on, regardless of riser(s) quantity/height, on
33 an existing structure.

34
35 Measurement of Regrout Existing Storm Pipe shall be per each pipe
36 regouted on existing structures, regardless of size or type.

37
38 Measurement of Regrout Existing Catch Basin Risers shall be per each
39 catch basin that existing risers are regouted on, regardless of riser(s)
40 quantity/height, on an existing structure.

SPECIAL PROVISIONS - Continued

1 **7-05.5 Payment**

2 (*****)

3
4 Delete all paragraphs under this Section and replace with the following:

5
6 The unit contract price per each for “Area Drain” shall constitute full
7 compensation for all labor, materials, tools, equipment, transportation,
8 supplies, and incidentals required to complete all work to furnish and
9 install this item to include, but not limited to, frames and grates, structure
10 excavation, foundation gravel, compaction, removal and wastehaul of
11 excess or unsuitable excavated material, connections to existing storm
12 drain pipe, backfilling, dewatering, maintaining stormwater flows, and
13 adjusting to finished grade.

14
15 The unit contract price per each for “Replace Catch Basin Frame” shall
16 include all costs to remove and replace the existing frame including, but
17 not limited to, wastehaul, furnishing and installing the new frame,
18 reinstalling the grate/lid and final adjustment to grade.

19
20 The unit contract price per each for “Replace Catch Basin Grate” shall
21 include all costs to remove and replace the existing grate (or solid lid)
22 including, but not limited to, wastehaul, furnishing and installing the new
23 grate/lid.

24
25 The unit contract price per each for “Replace Catch Basin Risers” shall
26 include all costs to remove and replace all of the existing risers including,
27 but not limited to, wastehaul, furnishing and installing the risers,
28 reinstalling the frame, grate/lid and final adjustment to grade.

29
30 The unit contract price per each for “RegROUT Existing Storm Pipe” shall
31 include all costs to remove and wastehaul cracked and/or unstable
32 grout/mortar and regROUT the existing pipe, regardless of pipe size or type.

33
34 The unit contract price per each for “RegROUT Existing Catch Basin Risers”
35 shall include all costs to remove and wastehaul cracked and/or unstable
36 grout/mortar and regROUT all of the existing riser(s).

37
38 “Additional Miscellaneous Catch Basin Repairs”, by force account as
39 provided in Section 1-09.6
40
41

SPECIAL PROVISIONS - Continued

1 **7-07 CLEANING EXISTING DRAINAGE STRUCTURES**

2

3 **7-07.3 Construction Requirements**

4 (*****)

5

6 This Section is supplemented with the following:

7

8 All catch basins (existing and new) listed in the repair summary tables
9 shall be cleaned after all other catch basin and final paving work is
10 completed.

11

12 **7-07.4 Measurement**

13 (January 20, 2009 G&O)

14

15 Delete this Section and replace with the following:

16

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

19

20 **7-07.5 Payment**

21 (November 24, 2010 G&O)

22

23 Delete this Section and replace with the following:

24

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

28

29 **7-12 VALVES FOR WATER MAINS**

30

31 **7-12.3 Construction Requirements**

32 (June 16, 2006 G&O)

33

34 This Section is supplemented with the following:

35

36 The ears of the valve box cover shall be aligned along the pipe centerline.

37

38 **7-12.4 Measurement**

39 (*****)

40

41 Measurement of adjust valve box shall be per each valve box adjusted to final
42 grade.

43

SPECIAL PROVISIONS - Continued

1 **7-12.5 Payment**

2 (January 7, 2013 G&O)

3
4 Delete all paragraphs under this Section and replace with the following:

5
6 Payment will be made in accordance with Section 1-04.1, for each of the
7 following bid items that are included in the Proposal:

8
9 "Adjust Valve Box," per each.

10
11 The unit contract price per each for "Adjust Valve Box" shall constitute full
12 compensation for all labor, materials, tools, equipment, transportation,
13 supplies, and incidentals required to adjust existing water and/or gas valve
14 boxes to the finished surfaces, as noted and detailed on the Plans.

15
16 **7-15 SERVICE CONNECTIONS**

17
18 **7-15.4 Measurement**

19 (November 24, 2010 G&O)

20
21 Delete all paragraphs under this Section and replace with the following:

22
23 Measurement of "Adjust Meter Box" will be per each existing meter box
24 adjusted to grade.

25
26 **7-15.5 Payment**

27 (January 7, 2013 G&O)

28
29 Delete all paragraphs paragraph in this Section and replace with the following:

30
31 Payment will be made in accordance with Section 1-04.1, for each of the
32 following bid items that are included in the Proposal:

33
34 "Adjust Meter Box," per each.

35
36 The unit contract price per each for "Adjust Meter Box" shall constitute full
37 compensation for all labor, materials, tools, equipment, transportation,
38 supplies, and incidentals required to adjust existing meter boxes to the
39 finished paved surfaces, as noted and detailed on the Plans.

1 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

2
3 **8-01.1 Description**

4 (November 24, 2010 G&O)

5
6 This Section is supplemented with the following:

7
8 This work also consists of preparing the Erosion Control Plan, inspecting
9 water pollution and erosion control items, documenting, and testing
10 stormwater discharge.

11
12 **8-01.3 Construction Requirements**

13 (November 24, 2010 G&O)

14
15 This Section is supplemented with the following:

16
17 The Contractor shall take all necessary precautions and utilize the
18 Department of Ecology's (DOE) Best Management Practices to prevent
19 sediment and fugitive dust from construction activities from entering into
20 storm water systems, natural waterways, or environmentally sensitive
21 areas and from otherwise being carried away from the construction area
22 by stormwater or air.

23
24 Temporary erosion protection shall be furnished, installed, and maintained
25 for the duration of this Project to protect environmentally sensitive areas,
26 sloped surfaces, adjacent areas and/or water bodies or conveyance
27 systems. Temporary erosion protection may include the use of wattles,
28 heavy plastic sheeting, or other forms of ground cover on areas disturbed
29 by construction. Sloped surfaces shall be restored and protected in such
30 a manner that surface runoff does not erode the embankments, slopes, or
31 ground surfaces, nor create surface channels, or ruts.

32
33 **8-01.3(1)A Submittals**

34 (January 7, 2013)

35
36 This Section is supplemented with the following:

37
38 The Contractor shall be required to prepare, maintain, and update the
39 erosion control plan, as may be required during the course of the Project.
40 The erosion control plan and details included are provided solely for the
41 establishment of basic erosion control measures and are not intended to
42 be a complete plan.

SPECIAL PROVISIONS - Continued

1 **8-01.3(9)D Inlet Protection**

2 (January 7, 2013)

3
4 This Section is supplemented with the following:

5
6 All catch basins grates within the project limits and adjacent areas shall
7 have inlet protection installed to prevent sedimentation from entering the
8 storm system. The inlet protection shall be routinely cleaned of sediment
9 to prevent plugging. This sediment shall be regularly removed, loaded,
10 and hauled to waste whenever it presents a potential surface
11 accumulation problem or concern to the Contracting Agency. Any
12 damage caused by the Contractor's failure to keep the erosion materials
13 maintained shall be borne by the Contractor alone.

14
15 **8-01.4 Measurement**

16 (January 7, 2013 G&O)

17
18 This Section is supplemented with the following:

19
20 No specific unit of measure will apply to erosion/water pollution control.

21
22 **8-01.5 Payment**

23 (December 6, 2017 G&O)

24
25 Delete all paragraphs under this Section and replace with the following:

26
27 Payments will be made in accordance with Section 1-04.1 for the following
28 Bid Item(s):

29
30 The lump sum contract price for "Erosion/Water Pollution Control" shall
31 include all costs for preparing an erosion control plan: inspecting,
32 documenting, testing, and notification as required and all temporary
33 erosion control as stated herein and as further indicated on the Plans that
34 is not otherwise paid under separate contract items in the Proposal,
35 including furnishing, installing, maintaining, and removal of erosion/water
36 pollution control devices.

SPECIAL PROVISIONS - Continued

1 **8-02 ROADSIDE RESTORATION**

2

3 **8-02.1 Description**

4 (*****)

5

6 This Section is supplemented with the following:

7

8 This work also includes all sod work on the site for the restoration of those
9 areas disturbed during sidewalk, ADA ramp, curb or related work items.

10 The sod shall be installed using the materials shown on the Plans and/or
11 as specified in these Special Provisions.

12

13 **8-02.2 Materials**

14 (January 7, 2013 G&O)

15

16 This Section shall be supplemented with the following:

17

18 Provide sod as follows:

19

Mixture:	60% Perennial Turf Type Ryegrass 20% Hybrid Kentucky Bluegrass 20% Fescue
Ryegrass:	60% by weight TARA Perennial Ryegrass DANDY Perennial Ryegrass SHERWOOD Perennial Ryegrass
Fescue:	20% by weight SPARTAN Hard Fescue

20

21 Sod shall:

22

23 • Contain no more than 1 percent other grasses, none of which is
24 coarse or of undesirable variety.

25

26 • Be free of weeds, pests, and diseases.

27

28 • Contain no more than 1 percent Poa Anna (annual bluegrass).

29

30 • Be not less than 10 months old and no more than 14 months old;
31 healthy and with a dense, vigorous, well-developed root structure.

32

33 • Be grown on fumigated soil with intensive care and cultivation
34 under rigid quality control.

35

36 • Be cut from fields no more than 24 hours before delivery to jobsite.

SPECIAL PROVISIONS - Continued

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8-02.3(3)B Chemical Pesticides

(January 7, 2013 G&O)

This Section is supplemented with the following:

No chemical herbicides will be allowed in planting areas.

8-02.3(4) Topsoil

(January 7, 2013 G&O)

This Section is supplemented with the following:

The costs of removing all excess material and debris shall be considered incidental to the Project and as such merged in the various items bid.

Cultivate 4 inches of imported topsoil, Type A into the existing subgrades to a minimum transition depth of 6 inches in sod areas.

8-02.3(4)A Topsoil Type A

(January 7, 2013 G&O)

This Section is supplemented with the following:

Imported Topsoil, Type A, shall be a mixture of 10 percent compost by volume and 90 percent sandy loam by volume as defined by USDA soil texture triangle, screened through a 3/8-inch screen or approved equal. Compost shall be made from ground yard waste that has first been screened through a 5/8-inch trammel screen. The composting process shall include five 3-day periods during which the compost temperature is 131 to 165 degrees Fahrenheit. The total composting time period shall be a minimum of 4 months. Contractor shall provide signed guarantee that topsoil is weed free.

8-02.3(5) Planting Area Preparation

(*****)

This Section is supplemented with the following:

Sod and Planter Strip Areas: Finished grades of planting and seeding areas shall allow for soil preparation. Finished grades shall be as follows:

Sod Areas: 1 inch below all walks, curbs, and/or hard-surface edges.

SPECIAL PROVISIONS - Continued

1 Perform all excavation and backfill necessary to provide finish grade of
2 landscape areas as indicated and specified. Remove from site excess
3 and unsuitable material. Landscape areas shall be graded to lines,
4 grades, and cross sections indicated. Grades shall meet the following:
5

- 6 1. Maximum 2:1 slope, unless otherwise indicated.
- 7
- 8 2. Smooth and round off surfaces at abrupt grade changes.
- 9
- 10 3. Feather grades to meet existing gradually. Rake planting areas
11 smooth and remove surface rocks over 2-inches diameter.
- 12
- 13 4. Provide minimum 2 percent crown or slope in all landscape areas.
14 The Contractor is responsible for any adverse drainage conditions
15 that may affect plant growth, unless he contacts the Project
16 Engineer immediately indicating any possible problem.
- 17

18 Finish grades shall be inspected and accepted by the Contracting Agency
19 prior to commencing planting or seeding work.

20
21 The costs of removing all excess material and debris shall be considered
22 incidental to the Project and as such merged in the various items bid.

23
24 **Final Acceptance**

25
26 Final acceptance by the Contracting Agency for soil preparation will be
27 contingent on the approval of all inspections, and that the soil preparation
28 is consistent with these specifications and with the Plans.

29
30 **8-02.3(16)B Lawn Establishment**
31 (January 7, 2013 G&O)

32
33 This Section is supplemented with the following:

34
35 Prior to laying sod, the initial application of the 10-20-20 fertilizer shall be
36 spread and raked into the topsoil. When grass reaches 2 inches in height
37 and before mowing, apply the second application of 10-20-20.

38
39 Sod shall be placed in accordance with standard horticultural practices.
40 Dry soil shall be moistened by sprinkling. All butt joints shall be
41 staggered. On sloped areas, the sod shall be laid with the long dimension
42 parallel to the toe or top of slope. After placing, the sod shall be rolled and
43 heavily watered by sprinkler.

SPECIAL PROVISIONS - Continued

1 The Contractor shall be responsible for watering and fertilizing the sod
2 until physical completion of the Project. Watering shall be scheduled to
3 prevent drying of joints between sod strips. Four weeks after the first
4 mowing, 6-2-4 fertilizer shall be applied and reapplied at 6-week intervals.

5

6 **Inspection and Substantial Completion**

7

8 After completion of all sodding, including the post-planting fertilization
9 which follows the first mowing, the Contracting Agency will review the
10 sodded areas for adequacy. Areas not fully established (sod) with a
11 uniform stand of grass, or areas damaged through any cause prior to this
12 inspection shall be resodded, by the Contractor as herein specified and at
13 the Contractor's sole expense as no additional monies will be due the
14 Contractor. "Uniform stand of grass" shall signify complete cover of lush,
15 thriving, green grass with no bare spots.

16

17 **Reseeding**

18

19 Reseed and fertilize with 6-2-4 at a rate of 400 pounds (30 pounds) per
20 1,000 square foot, all areas failing to show a uniform stand of grass after
21 germination of seed, or damage through any cause before physical
22 completion of the Project.

23

24 **8-02.3(17) Residential Restoration (NEW SECTION)**

25 (*****)

26

27 Residents of Home Owners Associations are likely to ask the City to improve the
28 look of the City's Right-of-Way during construction. The Engineer may, at any
29 time, deem that additional restoration is necessary beyond the scope of replacing
30 to existing conditions. In this case, the Engineer will give written notice to the
31 Contractor that additional work is necessary.

32

33 **8-02.4 Measurement**

34 (December 6, 2017 G&O)

35

36 Delete all paragraphs under this Section and replace with the following:

37

38 Topsoil, Type ___ will be measured by the cubic yard to the nearest 0.5
39 cubic yard in the haul conveyance or container at the point of delivery.
40 The Resident Inspector shall be given a copy of the trip ticket or other
41 such evidence, which lists the quantity delivered and placed on site. The
42 Contractor shall coordinate same.

43

44 Sod Installation will be measured by the square yard, along the ground
45 slope.

SPECIAL PROVISIONS - Continued

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8-02.5 Payment
(January 7, 2013 G&O)

Delete all paragraphs under this Section and replace with the following:

Payment will be made in accordance with Section 1-04.1 for each of the following listed bid items that are included in the Proposal:

The unit contract price per cubic yard for “Topsoil, Type A” shall be full pay for all costs necessary for providing the source of material for topsoil Type A, for pre-excavation weed control, excavating, loading, hauling, intermediate windrowing, stockpiling, weed control on stockpiles or windrows, and removal, furnishing, placing, cultivating, spreading, processing, and compacting the topsoil.

The unit contract price per square yard for “Sod Installation” shall be full pay for all costs necessary for weed control within the sodded area, to prepare the area, install the sod, erect barriers, establish sod lawn, resod as needed, fertilize, mow, and water.

“Additional Residential Restoration,” by force account as provided in Section 1-09.6

8-03 IRRIGATION SYSTEMS

8-03.3 Construction Requirements

(*****)

This Section is supplemented with the following:

Irrigation systems are known to be in conflict with certain areas of sidewalk repairs and/or ADA ramp replacement. The Contractor shall attempt to locate irrigation before removing sidewalks, ramps, or curb. Homeowners and Homeowners Associations shall be notified at least 7 days before excavation to locate their irrigation system. The Contractor shall not remove any irrigation system unless authorized in writing by the Engineer.

Contractor shall remove, salvage and reinstall irrigation systems in conflict with new sidewalk construction. Care shall be taken by the contractor to limit the amount of irrigation system removed. The ends of the piping remaining in place shall be covered to prevent soil or other debris from entering the pipes.

SPECIAL PROVISIONS - Continued

1 The re-installed portions of the irrigation system shall be checked for leaks
2 before it is covered. The area disturbed by relocating the irrigation system
3 shall be restored to match the adjacent area. Materials shall match
4 existing materials.

5
6 When irrigation lines or sprinklers are known to be broken, the Contractor
7 must make contact with the Homeowner or Homeowners Associates so
8 they are aware of the break. The Contractor must repair or replace the
9 broken piece within 24 hours of when they are notified about the break.

10
11 Additionally, the Contractor shall install irrigation sleeves across the
12 roadway at the locations indicated and per the details on the Plans.

13
14 **8-03.4 Measurement**

15 (*****)

16
17 This Section is supplemented with the following:

18
19 Measurement of irrigation crossing sleeve shall be per each sleeve
20 installed, complete in place.

21
22 **8-03.5 Payment**

23 (*****)

24
25 This Section is supplemented with the following:

26
27 "Irrigation System Modifications," by force account as provided in
28 Section 1-09.6.

29
30 The unit contract price per each for "Irrigation Crossing Sleeve" shall be
31 full pay for all costs for furnishing and installing the sleeve including, but
32 not limited to, trenching, sleeve, end caps, marker posts, bedding, backfill
33 and wastehaul. Payment for placement of HMA and controlled density fill
34 for the roadway section shall be included in the unit contract prices per ton
35 for "Commercial HMA" and per cubic yard for "Controlled Density Fill,"
36 respectively.

37
38

SPECIAL PROVISIONS - Continued

1 **8-04 CURB, GUTTERS, AND SPILLWAYS**

2
3 **8-04.3 Construction Requirements**

4 (November 21, 2009 G&O)

5
6 This Section is supplemented with the following:

7
8 Any curb and gutter damaged, defaced, cracked, chipped, or determined
9 to be of poor workmanship, in the opinion of the Contracting Agency, shall
10 be removed, wastehauled and replaced by the Contractor, at the
11 Contractor's expense. Sacking and grinding shall not be considered an
12 acceptable means for repairing unacceptable sections. The Contractor
13 shall further provide verbal and written notice (door hanger) to property
14 owners identifying restricted use of their driveways, sidewalks, etc. This
15 notice must be provided twice: at 1 week prior and again 1 day prior to
16 the work being performed.

17
18 **8-04.5 Payment**

19 (January 7, 2013 G&O)

20
21 This Section is supplemented with the following:

22
23 The unit contract price per linear foot for "Cement Concrete Traffic Curb
24 and Gutter" shall include all costs associated with furnishing labor,
25 material, tools, and equipment for the complete installation of these items
26 including, but not limited to, forming, placing, block-outs, lowering curbs
27 for sidewalk ramps and driveways, widened gutter at catch basins,
28 reinforcing steel, joint filler, curing, temporary barricades, end-sections,
29 and any other items as shown on the plans and as required in the field for
30 a complete installation. It shall also include protecting all curb and gutters
31 from vandalism and other damage until accepted by the Contracting
32 Agency.

33
34 **8-12 CHAIN LINK FENCE AND WIRE FENCE**

35
36 **8-12.1 Description**

37 (January 7, 2013 G&O GSP)

38
39 This Section is supplemented with the following:

40
41 This work also consists of removing, stockpiling, and reinstalling existing
42 fence.

SPECIAL PROVISIONS - Continued

1 **8-12.3 Construction Requirements**

2 (January 7, 2013 G&O GSP)

3
4 This Section is supplemented with the following:

5
6 The chain link fabric shall not extend above the plane of the top rail. The
7 top rail shall be a smooth continuous member.

8
9 **Relocate Existing Fence**

10
11 The Contractor shall be required to remove and reinstall existing fences as
12 noted on the Plans. The Contractor is urged to inspect the construction
13 site so as to ascertain the condition of existing fences to be removed and
14 relocated. The fences shall be reinstalled as soon as practicable. The
15 Contractor shall protect the fence materials from damage during the
16 removal, storage, and reinstallation of said fences. Any damage to the
17 materials caused by the Contractor in removing or reinstalling the existing
18 fences, or by the neglect of the Contractor in protecting the fence during
19 storage, shall be cause for rejection by the Engineer; and shall be
20 replaced, in kind at no additional cost to the Contracting Agency. The
21 Contractor shall be required to furnish and install new posts for the entire
22 length of each relocated fence. The Contractor shall install the new posts
23 for relocated chain link fence per the chain link fence post detail on the
24 Plans unless indicated otherwise.

25
26 **8-12.4 Measurement**

27 (January 7, 2013 G&O GSP)

28
29 This Section is supplemented with the following:

30
31 Chain link fence with vinyl coating will be measured by the linear foot of
32 completed fence, along the ground line, exclusive of openings.

33
34 Remove and relocate fence will be measured by the linear foot of
35 reinstalled fence along the ground line.

36
37 **8-12.5 Payment**

38 (January 7, 2013 G&O GSP)

39
40 This Section is supplemented with the following:

41
42 The unit contract price per linear foot for "Remove and Relocate Fence"
43 shall include all costs for furnishing the necessary materials, labor,
44 equipment and tools to relocate the fence including, but not limited to,
45 remove and wastehaul the existing fence posts, construct the relocated

SPECIAL PROVISIONS - Continued

1 fence, new concrete footings, new posts and caps, and all hardware for a
2 complete installation.

3
4 The unit contract price per linear foot for “Chain Link Fence, Type _____,
5 w/Vinyl Coating” shall include all costs for furnishing the necessary
6 materials, labor, equipment and tools to construct the fence including, but
7 not limited to, new concrete footings and/or core drilling and/or sleeves,
8 posts, bars, tension wire, chain link fabric, vinyl coating, and all hardware
9 for a complete installation.

10
11 **8-14 CEMENT CONCRETE SIDEWALKS**

12
13 **8-14.3 Construction Requirements**

14 (November 21, 2009 G&O)

15
16 This Section is supplemented with the following:

17
18 Any sidewalk damaged, defaced, cracked, chipped, or determined to be of
19 poor workmanship, in the opinion of the Contracting Agency, shall be
20 removed, wastehauled, and replaced by the Contractor at the Contractor’s
21 expense. Damaged sidewalk shall be removed at a construction or
22 expansion joint; sawcutting will not be allowed. Sacking, grinding, or spot
23 repaired shall not be considered an acceptable means for repairing
24 unacceptable sections. The Contractor shall further provide verbal and
25 written notice (door hanger) to property owners abutting the Project
26 identifying restricted use of these facilities, etc. This notice must be
27 provided 1 week prior and again 1 day prior to the work being performed.

28
29 **8-14.4 Measurement**

30 (*****)

31
32 This Section is supplemented with the following:

33
34 Cement Conc. Flatwork _____ will be measured by the square yard of
35 finished surface and will include sidewalk, curb ramps and pedestrian
36 curb.

37
38 **8-14.5 Payment**

39 (December 14, 2016 G&O)

40
41 This Section is supplemented with the following:

42
43 The unit contract price per square yard for “Cement Conc. Flatwork
44 _____” shall include all costs of furnishing all materials, labor, tools,
45 and equipment necessary for a complete installation of sidewalks, curb

SPECIAL PROVISIONS - Continued

1 ramps and pedestrian curb, including forming, furnishing and placing
2 concrete, thickened edges, jointing and joint filler, curing, material testing,
3 temporary barricades, and any other items required for a complete
4 installation in good working order and in accordance with the Plans, the
5 Specifications, and as required in the field. It shall also include protecting
6 all sidewalks, curb ramps and pedestrian curb from damage until accepted
7 by the Contracting Agency.
8

9 **8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS AND ELECTRICAL**

10
11 **8-20.1 Description**

12
13 (*****)

14 This Section is supplemented with the following:

15
16 This work also includes replacing junction boxes at existing locations and
17 replacing junction boxes in new locations (within 10-foot radius of the
18 existing j-box location). New junction box type and sizes shall match
19 existing.
20

21 **8-20.2 Materials**

22 (*****)

23
24 This Section is supplemented with the following:

25
26 Push buttons shall be Guardian Bluetooth or Agency approval equal.
27

28 **8-20.4 Measurement**

29 (*****)

30
31 This Section is supplemented with the following:

32
33 Measurement of Replace Junction Box will be per each unit replaced at its
34 existing location, regardless of type/size.

35
36 Measurement of Replace and Relocate Junction Box will be per each unit
37 replacement at a new location, regardless of type/size.
38
39

SPECIAL PROVISIONS - Continued

1 **8-20.5 Payment**

2 (*****)

3
4 This Section is supplemented with the following:

5
6 "Replace Junction Box," per each.

7
8 The unit contract price per each for "Replace Junction Box" shall be full
9 pay for all materials, labor, tools, and equipment necessary to remove and
10 wastehaul the existing junction box and furnish and install the new slip
11 resistant junction box of same size/type to finished grade, regardless of
12 junction box size/type.

13
14 "Replace and Relocate Junction Box," per each.

15
16 The unit contract price per each for "Replace and Relocate Junction Box"
17 shall be full pay for all labor, materials, tools, and equipment necessary to
18 install the new slip resistant junction box of the same size/type to finished
19 grade at a new location, regardless of size and number of conduits,
20 including, but not limited to, removing and wastehauling the existing j-box,
21 locating existing buried conduits/conductors, removal and wastehaul of the
22 existing conduits, furnishing and installing the new conduit, new j-boxes,
23 connections, excavation, wastehaul, bedding, backfilling, compaction, and
24 coordination with the Contracting Agency.

25
26 "Traffic Signal Push Button Modifications," by force account as provided in
27 Section 1-09.6.

28
29 **8-21 PERMANENT SIGNING**

30
31 **8-21.3(4) Sign Removal**

32 (January 4, 2010 G&O)

33
34 This Section is supplemented with the following:

35
36 The Contractor shall obtain approval from the Engineer prior to removing
37 existing signs.

SPECIAL PROVISIONS - Continued

1 **8-21.3(5) Sign Relocation**

2 (January 4, 2010 G&O)

3
4 This Section is supplemented with the following:

5
6 All existing signs not designated for permanent removal that are damaged
7 or removed shall be replaced by the Contractor at no additional expense
8 to the Contracting Agency.

9
10 Existing signs shall be temporarily relocated by the Contractor, as
11 required, to portable sign stands, subject to the approval of the Engineer.
12 When temporarily installed on posts, the signs shall be located as near as
13 practical to their permanent locations and shall have a minimum vertical
14 clearance above the pavement in accordance with the Manual on Uniform
15 Traffic Control Devices (MUTCD).

16
17 All portable sign stands shall be designed to rigidly support the sign in
18 position without creating a hazard to the motorist. Portable sign stands
19 shall be furnished by the Contractor and upon completion of the work shall
20 remain the property of the Contractor and shall be removed from the
21 Project.

22
23 **8-21.5 Payment**

24 (November 24, 2010 G&O)

25
26 This Section is supplemented with the following:

27
28 "Permanent Signing," per lump sum.

29
30 The lump sum contract price for "Permanent Signing" shall be full pay for
31 all material, labor, tools, and equipment necessary to remove, protect, and
32 reinstall existing signs including posts, concrete anchors, and fasteners,
33 as specified herein and shown on the Plans, as well as furnishing and
34 installing all new permanent signs as may be specified on the Plans.

35
36 **ORDER OF WORK**

37
38 This Section is supplemented with the following:

39
40 The order of work except as may otherwise be outlined herein will be at
41 the Contractor's option, in keeping with good construction practice. The
42 work shall be scheduled and constructed in accordance with the various
43 permits and franchise requirements and/or conditions.

SPECIAL PROVISIONS - Continued

1 Prior to starting construction, the Contractor shall furnish the Contracting
2 Agency with an Erosion Control Plan, a Spill Prevention Control and
3 Countermeasures Plan (SPCC Plan), Progress Schedule, and a Traffic
4 Control Plan. All plans shall be approved by the Contracting Agency prior
5 to commencing any construction operations.

6
7 As a **first order of work**, the Contractor shall attend a mandatory pre-
8 construction meeting.

9
10 As a **second order of work**, the Contractor shall provide Public Notice to
11 property owners abutting the project limits.

12
13 As a **third order of work**, the Contractor shall provide material submittals.
14 The Contractor shall also provide a schedule of value for all lump sum bid
15 items.

16
17 As a **fourth order of work**, the Contractor shall call 1-CALL and have
18 utilities marked in the field by the various utility owners.

19
20 As a **fifth order of work**, the Contractor shall furnish and install all
21 temporary facilities, erosion control items, and signs/barricades for detour
22 routes, unless indicated otherwise on the Plans.

23
24 The remaining order of work shall be at the Contractor's option, in keeping
25 with generally accepted, good construction practice. However, the
26 Contractor shall coordinate work by others which will affect his production,
27 schedule, mobilization and demobilization efforts.

28
29 The Contractor shall conduct the order of work to allow all existing
30 facilities to remain operational except as noted herein during the
31 construction of this project, and to minimize disruption of any utility
32 service. The order of work for the Contract shall be so planned as to
33 complete all work within the time limits established within the Contract
34 Provisions.

1 **DIVISION 9 MATERIALS**

2
3 **9-03 AGGREGATES**

4
5 **9-03.8(7) HMA Tolerances and Adjustments**

6 (March 14, 2014 G&O)

7
8 Delete Item 1 and replace it with the following:

- 9
10 1. **Job Mix Formula Tolerances.** After the JMF is determined as
11 required in 5-04.3(7)A, the constituents of the mixture at the time of
12 acceptance shall conform to the following tolerances:
13

Aggregate, percent passing	Nonstatistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	±6%	±8%
U.S. No. 4 sieve	±6%	±8%
U.S. No. 8 sieve	±6%	±8%
U.S. No. 200 sieve	±2.0%	±3.0%
Asphalt Binder	±0.5%	±0.7%

14
15 These tolerance limits constitute the allowable limits as described in
16 Section 1-06.2. The tolerance limit for aggregate shall not exceed the
17 limits of the control points section, except the tolerance limits for sieves
18 designated as 100 percent passing will be 99-100. The tolerance limits on
19 sieves shall only apply to sieves with control points.

20
21 **9-05 DRAINAGE STRUCTURES AND CULVERTS**

22
23 **9-05.15(1) Manhole Ring and Cover**

24 (January 4, 2010 G&O)

25
26 This Section is supplemented with the following:

27
28 Manhole rings and covers shall conform to Section 9-05.15(1) of the
29 Standard Specifications unless indicated otherwise in the Contract
30 Documents.
31
32

SPECIAL PROVISIONS - Continued

1 **9-05.15(2) Metal Frame and Solid Metal Cover for Catch Basins or Inlets**
2 (January 4, 2010 G&O)

3

4 This Section is supplemented with the following:

5

6 Metal frames and solid metal covers for catch basins or inlets shall conform
7 to Section 9-05.15(2) of the Standard Specifications unless indicated
8 otherwise in the Contract Documents.

APPENDIX A

Wage Rates

Washington State Prevailing Wage Rates for Public Works Contracts

Department of Labor and Industries wage rates can be found at the following website address:

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

Based upon the submittal deadline for this project the wage publication effective date to use is:

- **March 4, 2021**

The county in which the public works project is located is:

- **King County**

A copy of this wage rate is available for viewing in our office located at:

- City of Sammamish Public Works Department
801 228th Ave SE
Sammamish, WA 98075

The City will mail or e-mail a copy of the applicable wage publication upon request:

- **To request a copy via e-mail please e-mail your request to**

Ben Ressler at bressler@sammamish.us

- **To request a copy via mail please call (425) 295-0574**



APPENDIX B

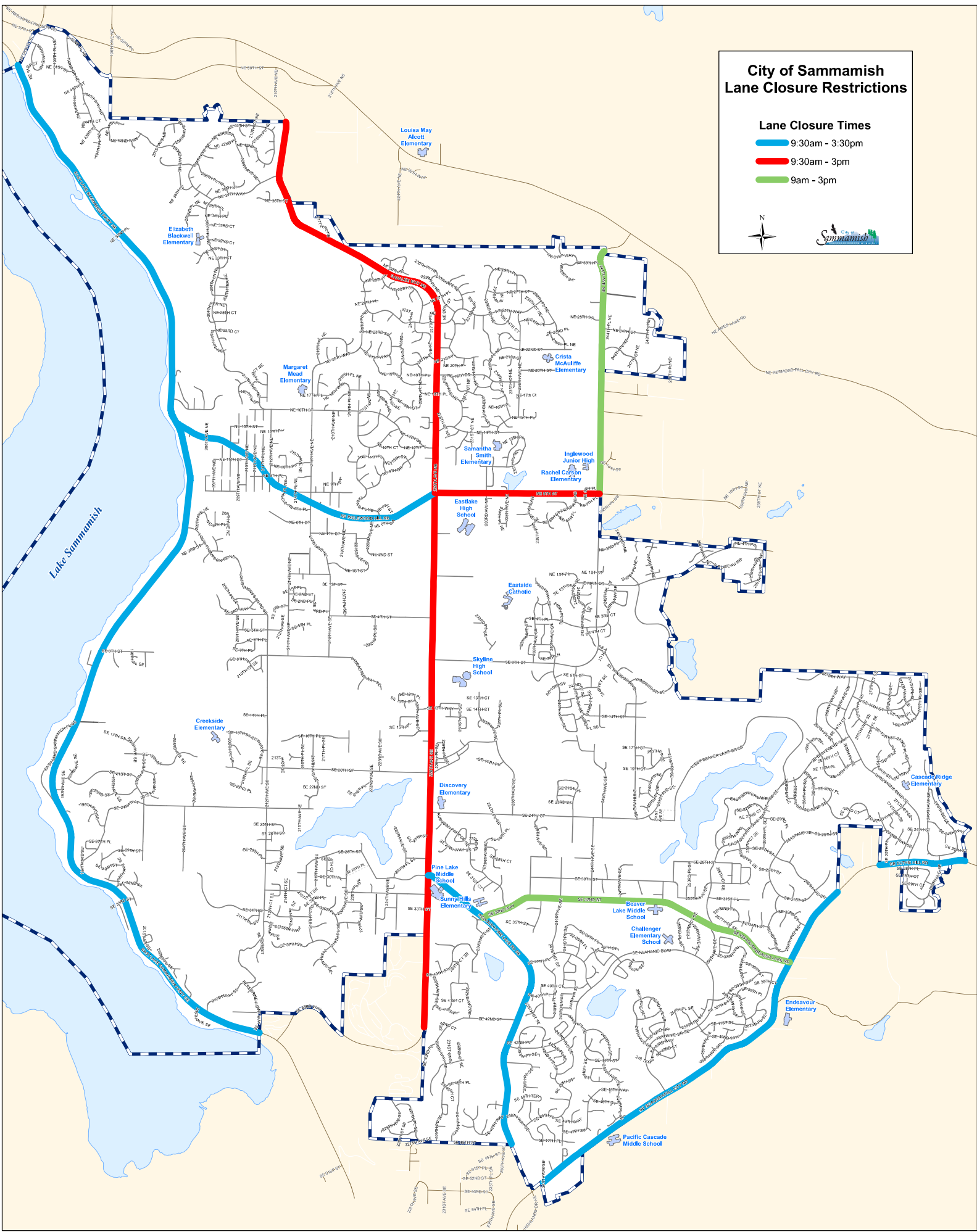
Lane Closure Restrictions Map

City of Sammamish Lane Closure Restrictions

Lane Closure Times

- █ 9:30am - 3:30pm
- █ 9:30am - 3pm
- █ 9am - 3pm



APPENDIX C

Catch Basin and Irrigation Sleeve Maps

SAMMAMISH CHILDREN'S SCHOOL ENTRANCE

SE 4TH ST

228TH AVE SE

CRUSADER WAY

SE 8TH ST

IRRIGATION SLEEVE #04

IRRIGATION SLEEVE #03

IRRIGATION SLEEVE #01, & #02

NOTE: SEE PAGE 6 FOR IRRIGATION SLEEVE DESIGN INFORMATION (TYP)

CB #2932

CB #2933

CB #2934

CB #2935

CB #2936

CB #2922

CB #2923

CB #2913

CB TYPE 2 #2912

CB TYPE 2 #2911

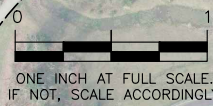
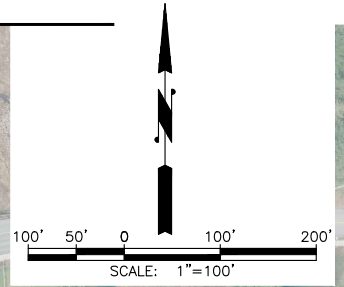
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CB TYPE 2 #1071

CB TYPE 2 #1187

CB TYPE 2 #1042

CB TYPE 2 #1062

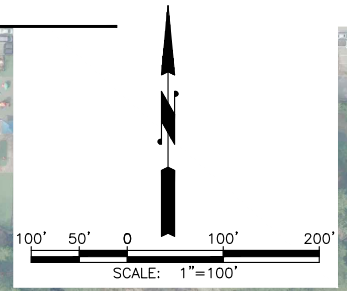


CITY OF SAMMAMISH
228TH AVENUE CURB RAMP RETROFIT AND
CATCH BASIN REPAIRS
CATCH BASIN & IRRIGATION SLEEVE MAP

PAGE 1 OF 6
NOV 4TH, 2020



MATCHLINE APPROX. STA 50+14 - SEE FIG 03



CB #3975

CB #3977

NE 2ND ST

IRRIGATION SLEEVE #10

IRRIGATION SLEEVE #08, & #09

CB #3865

CB #3791

228TH AVE NE

CB #3790

CB #3789

CB TYPE 2 #3715

E MAIN ST

CB #3598

CB #3334

SE 1ST ST

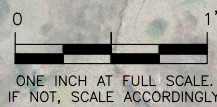
IRRIGATION SLEEVE #07

CB #3331

CB TYPE 2 #3330

IRRIGATION SLEEVE #05, & #06

CB #3319



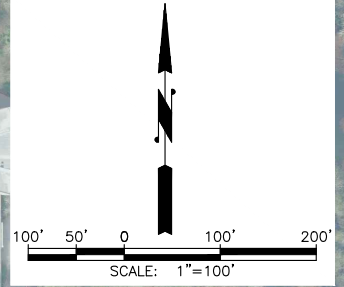
MATCHLINE APPROX. STA 30+03 - SEE FIG 01

CITY OF SAMMAMISH
228TH AVENUE CURB RAMP RETROFIT AND
CATCH BASIN & IRRIGATION SLEEVE MAP

PAGE 2 OF 6
NOV 4TH, 2020



M:\SAMMAM\20495 Task 7 228th Ave Ramps Phase 2\01 Design\Planset\Exhibits\Catch Basin Repairs MAP.dwg, 11/4/2020 3:18 PM, CORY TAYLOR



NE INGLEWOOD HILL RD

NE 8TH ST

228TH AVENUE NE

NE 4TH ST

IRRIGATION SLEEVE #11, & #12

NOTE: EXTEND IRRIGATION SLEEVES INTO TREE WELLS, PROTECT EXISTING TREES (TYP)

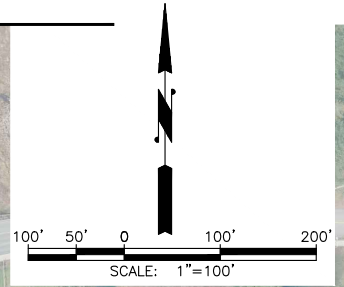


MATCHLINE APPROX. STA 50+14 - SEE FIG 02

CITY OF SAMMAMISH
 228TH AVENUE CURB RAMP RETROFIT AND
 CATCH BASIN & IRRIGATION SLEEVE MAP
 PAGE 3 OF 6
 NOV 4TH, 2020



Gray & Osborne, Inc.
 CONSULTING ENGINEERS



SAMMAMISH CHILDREN'S SCHOOL ENTRANCE

CB #2931

CB TYPE 2 #2930

CB #2929

SE 4TH ST

CB #2928

CRUSADER WAY

228TH AVE SE

CB #2927

CB #2926

CB #2925

CB #2924

IRRIGATION SLEEVE #04

IRRIGATION SLEEVE #03

CB #2914

CB #2915

CB #2916

IRRIGATION SLEEVE #01, & #02

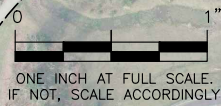
CB #2917

CB #2918

CB #2919

SE 8TH ST

CB #1403



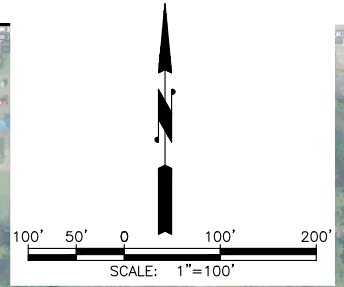
CITY OF SAMMAMISH
228TH AVENUE CURB RAMP RETROFIT AND
CATCH BASIN REPAIRS
CATCH BASIN & IRRIGATION SLEEVE MAP
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 NOV 4TH, 2020



Gray & Osborne, Inc.
 CONSULTING ENGINEERS

M:\SAMMAM\20495 Task 7 228th Ave Ramps Phase 2\01 Design\Planset\Exhibits\CATCH BASIN REPAIRS MAP.dwg, 11/4/2020 3:18 PM, CORY TAYLOR

MATCHLINE APPROX. STA 50+14 - SEE FIG 03



CB TYPE 2 #3974

CB #3973

CB #3972

CB #3971

EX SSMH #3926

NE 2ND ST

IRRIGATION SLEEVE #10

CB #3866

CB #3792

IRRIGATION SLEEVE #08, & #09

228TH AVENUE

CB #3793

CB #3794

E MAIN ST

CB #3800

CB #3862

CB #3333

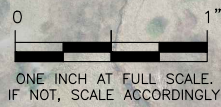
SE 1ST ST

IRRIGATION SLEEVE #07

CB #3332

IRRIGATION SLEEVE #05, & #06

CB #3318



MATCHLINE APPROX. STA 30+03 - SEE FIG 01

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CB #4754

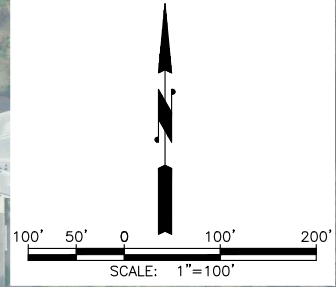
CB #4753

EX SSMH #4743

CB #4669

NE INGLEWOOD HILL RD

NE 8TH ST



CB #4454

CB #4455

CB #4456

CB #4457

CB #4458

CB TYPE 2 #4464

CB #4463

CB #4462

CB TYPE 2 #4461

CB #4459

CB #4460

CB #4450

CB #4451

CB #4200

CB #4112

CB #4202

CB #4201

CB TYPE 2 #4203

CB TYPE 2 #4204

CB TYPE 2 #4205

CB #4123

CB TYPE 2 #4206

EX SSMH #4012

228TH AVE NE

IRRIGATION SLEEVE LOCATION TABLE			
SLEEVE NUMBER	APPROX. START STA	APPROX. END STA	APPROX. LENGTH (FT)
1	15+42	15+43	25
2	15+42	15+43	25
3	18+20	18+44	24
4	20+48	20+48	25
5	31+61	31+61	25
6	31+61	31+61	25
7	32+77	33+06	29
8	43+52	43+52	25
9	43+52	43+52	25
10	44+18	44+69	32
11	57+93	57+93	25
12	57+93	57+93	25

IRRIGATION SLEEVE #11, & #12

NOTE: EXTEND IRRIGATION SLEEVES INTO TREE WELLS, PROTECT EXISTING TREES. (TYP)

NE 4TH ST



MATCHLINE APPROX. STA 50+14 - SEE FIG 02

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APPENDIX D

Catch Basin Repair Summaries

228th Avenue Curb Ramp Retrofit and Catch Basin Repairs

Catch Basin Repair Summary - Northbound Lanes

Existing Catch Basin Data			Remove and Install					Notes
CB No.	Lid Type	Location	Pipe Connections	Replace Riser(s)	Riser(s) Ht. (Approx.)	Replace Frame	Replace Grate	
1*	Solid	Slip Lane	2	1	13"	0	0	
1042	Grate	Slip Lane	4	1	4"	0	0	
2*	Round MH	Slip Lane	1	1	4"	0	0	
1071	Grate		3	1	9"	0	0	
1187	Solid		3	1	22"	0	0	
3*	Solid		3	1	11"	0	0	
2911	Grate	Curb	2	1	7"	0	0	Replace curb and apron.
2912	Grate	Curb	2	1	6"	0	0	Replace curb and apron.
2913	Grate	Curb	2	1	17"	0	0	Replace curb and apron.
2923	Grate	Curb	2	1	16.5"	0	0	Replace curb and apron.
2922	Thru FG	Curb	2	0	N/A	0	0	Replace curb and apron only.
2936	Grate	Curb	2	0	N/A	0	0	Replace curb and apron only.
2935	Solid	Lane	3	1	6"	0	0	
2934	Grate	Curb	3	1	4"	0	0	Replace curb and apron.
2933	Grate	Curb	2	1	5"	0	0	Replace curb and apron.
2932	Grate	Curb	2	1	13"	0	0	Remove existing riser stagger. Set F/G away from curb face.
3319	Grate	Curb	2	1	5.5"	0	0	Replace curb and apron.
3330	Round MH	Lane	3	1	2.5"	0	0	
3331	Grate	Curb	3	1	3.5"	0	0	Replace curb and apron.
3334	Grate	Curb	3	1	19"	0	0	Replace curb and apron.
3508	Grate	Curb	2	1	7"	0	0	Replace curb and apron.
3715	Round MH	Lane	3	1	3"	0	0	
3789	Grate	Curb	2	1	6"	0	0	Replace curb and apron.
3790	Grate	Curb	2	1	4"	0	0	Replace curb and apron.
3791	Grate	Curb	2	1	7"	1	1	Replace curb and apron.
3865	Grate	Curb	4	1	15"	0	0	Replace curb and apron.
3977	Grate	Curb	4	1	12"	0	0	Replace curb and apron.
3975	Grate	Curb	2	1	8"	0	0	Center risers over F/G location
3976	Grate	Curb	3	1	5"	0	0	Replace curb and apron.
4233	Grate	Curb	2	1	10"	0	0	Replace curb and apron.
4234	Solid	Lane	2	1	2"	0	0	
4334	Grate	Curb	1	0	N/A	1	1	Center structure with curb line.
4449	Grate	Curb	2	0	N/A	0	0	Replace curb and apron only.
4465	Grate	Curb	1	0	N/A	0	0	Replace curb and apron only.
4466	Solid	Curb	3	0	N/A	1	1	Replace curb and apron, new solid lid, Chain and shear gate
4467	Grate	Curb	1	1	16"	0	0	Replace curb and apron.
4468	Grate	Curb	1	1	14"	0	0	Replace curb and apron.
4469	Grate	Curb	1	1	6"	0	0	Replace curb and apron.
4879	Grate	Curb	2	0	N/A	0	0	Replace curb and apron.
TOTAL:			89	32		3	3	

228th Avenue Curb Ramp Retrofit and Catch Basin Repairs
Catch Basin Repair Summary - Southbound Lanes

Existing Catch Basin Data			Remove and Install					Notes
CB No.	Lid Type	Location	Pipe Connections	Replace Riser(s)	Riser(s) Ht. (Approx.)	Replace Frame	Replace Grate	
NEW	Solid	Lane	3	1	12"	1	1	
NEW	Solid	Lane	3	1	10.5"	1	1	
NEW	Round MH	Lane	1	1	15"	1	1	
NEW	Solid	Lane	2	1	24"	1	1	
4753	Grate	Curb	2	1	11"	0	0	Replace curb and apron.
4754	Solid	Lane	3	1	21"	1	1	Solid lid
4669	Round MH	Lane	3	0	N/A	0	0	
4454	Grate	Curb	2	1	4"	0	0	Replace curb and apron.
4455	Grate	Curb	2	1	15"	0	0	Replace curb and apron.
4456	Round MH	Curb	3	0	N/A	0	0	No Fix. Add concrete curb collar around structure
4457	Grate	Curb	1	0	N/A	0	0	Replace curb & apron only.
4458	Grate	Lane	1	0	N/A	1	1	Replace grate with solid lid
4464	Round MH	Lane	3	1	6"	1	1	
4463	Round MH	Lane	1	1	6"	1	1	
4462	Round MH	Lane	1	1	6"	1	1	
4461	Round MH	Lane	3	1	4"	1	1	
4460	Solid	Lane	1	1	12"	1	1	Solid lid
4459	Grate	Curb	1	1	6"	0	0	Replace curb and apron.
4451	Grate	Curb	1	1	6"	0	0	Replace curb and apron.
4450	Grate	Lane	2	1	15"	1	1	Replace grate with solid lid
4112	Grate	Curb	1	1	4"	0	0	Replace curb and apron.
4200	Grate	Lane	3	1	7"	1	1	Replace grate with solid lid
4201	Grate	Lane	2	1	24"	1	1	Replace grate with solid lid
4202	Round MH	Lane	3	1	5"	1	1	
4203	Round MH	Lane	1	1	13"	1	1	
4204	Round MH	Lane	2	1	10"	1	1	
4205	Round MH	Lane	2	1	14"	1	1	
4206	Round MH	Lane	1	1	12"	1	1	
4207	Grate	Lane	4	1	20"	1	1	Replace grate with solid lid
4123	Grate	Lane	2	1	12"	1	1	Replace grate with solid lid
3974	Grate	Curb	3	1	6"	0	0	Replace curb and apron.
3973	Grate	Curb	2	1	17"	0	0	Replace curb and apron.
3972	Grate	Curb	1	1	5"	0	0	Replace curb and apron.
3971	Grate	Curb	2	1	10"	0	0	Replace curb and apron.
3866	Grate	Curb	4	1	4"	0	0	Replace curb and apron.
3792	Grate	Curb	2	1	6"	0	0	Replace curb and apron.
3793	Grate	Curb	2	1	15"	0	0	Replace curb and apron.
3794	Grate	Curb	2	1	12"	0	0	Replace curb and apron.
3800	Grate	Curb	2	1	14"	0	0	Replace curb and apron.

3862	Grate	Curb	2	1	7"	0	0	Replace curb and apron.
3333	Grate	Curb	2	1	6"	0	0	Replace curb and apron.
3332	Grate	Curb	2	1	14"	0	0	Replace curb and apron.
3318	Grate	Curb	2	1	12"	0	0	Replace curb and apron.
2931	Grate	Curb	3	1	8"	0	0	Replace curb and apron.
2930	Grate	Curb	3	0	N/A	0	0	Sawcut top of existing structure to open up a hole above frame and grate.
2929	Grate	Curb	1	1	5"	0	0	Replace curb and apron.
2928	Grate	Curb	2	1	3"	0	0	Replace curb and apron.
2927	Grate	Curb	2	0		0	0	Replace curb & apron only.
2926	Grate	Curb	2	1	10"	0	0	Replace curb and apron.
2925	Grate	Curb	2	1	16"	0	0	Replace curb and apron.
2924	Grate	Curb	2	1	7"	0	0	Replace curb and apron.
2914	Grate	Curb	3	1	4"	1	1	Replace curb and apron.
2915	Solid	Lane	1	1	14"	1	1	Replace grate with solid lid
2916	Grate	Lane	1	1	4"	1	1	Replace grate with solid lid
2917	Grate	Curb	3	1	10"	0	0	Replace curb and apron.
2918	Grate	Lane	3	1	38"	1	1	Replace grate with solid lid
2919	Grate	Curb	1	1	11"	0	0	Replace curb and apron.
TOTAL:			117	51		25	25	

NOTES: (NORTHBOUND AND SOUTHBOUND LANES)

1 - CBs with a " * " next to their number are not-surveyed.

2 - Riser replacement work typically requires removal and replacement of the concrete risers, adjacent asphalt pavement and adjacent concrete curb & gutter (including reinforcing - see detail). Additional work may include removal and replacement of frames, grates and lids. See also above Repair Summaries.

3 - Existing pipe sizes vary. Contractor shall verify.

4 - Existing riser depths vary. Contractor shall verify prior to ordering new risers.

5 - Contractor shall coordinate removal limits of curb and gutter and pavement repair excavation with Contracting Agency prior to sawcutting / removal. Curb / gutter removal length varies, typical minimum is 7-linear feet.

6 - See Trench-Pavement Restoration Detail for pavement section and T-cut dimensions. Backfill structure excavation with crushed surfacing top course.

7 - For CBs at curb line, transverse T-cut limit (Pavement Repair Excavation) shall typically extend to middle of outside travel lane and min. 7' longitudinally.

8 - Replace curb and gutter at same alignment and elevation as existing unless directed otherwise by Contracting Agency. Install reinforcing and wide gutter at CB locations.

9 - Regrout all pipe connections within existing catch basins. Regrout all risers that are not indicated to be replaced.

10 - Upon commencement of pavement removal, at any given time, a maximum of 10 locations (Northbound) and 10 locations (Southbound) shall be allowed without final (permanent) paving. Curb and gutter shall be replaced prior to adjacent permanent paving.

11- Total maximum duration for steel plates at each repair location is 5 working days.