

CITY OF NEWCASTLE

KING COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

2022 PAVEMENT MANAGEMENT PROGRAM (T-011)

DocuSigned by: Approved for Construction:

Jeff Brauns

4/4/2022

7D170AD9C4CD436...

Jeff Brauns, P.E.
Public Works Director

Date

DocuSigned by:

Kerry Sullivan

4/4/2022

D48BFEA993444EE...

Kerry Sullivan, E.I.T.
Assistant City Engineer

Date

**The signature of the Public Works Director on these Contract Provisions shall serve as written approval for all variations to the Newcastle Public Works Standards

March 25, 2022

**CITY OF NEWCASTLE
SMALL WORKS PROJECT
“PREVAILING WAGES SHALL BE PAID”**

INVITATION TO BID

NOTICE IS HEREBY GIVEN that sealed bids shall be received by the City of Newcastle, Washington, at the office of the City Clerk, in Newcastle City Hall, 12835 Newcastle Way, Suite 200, Newcastle, WA 98056, up to the hour of 11:00 a.m. on Wednesday, April 27, 2021.

Sealed bids will be opened and read aloud shortly following the 11:00 a.m. deadline on the same date via Zoom.

The City of Newcastle is releasing a Small Works Project. As a Contractor on the MRSC Small Works Roster under the main category for Roadway Construction, Repair, and Maintenance with the sub-category of Chip Seal / Bituminous Paving, you are invited to submit a bid on this Project.

Project Title: 2022 Pavement Management Program (T-011)

Scope of Work: The project consists of surfacing existing roadways with a type 2 slurry seal treatment along with crack sealing, isolated chip seal and HMA patching. The work takes place on various City of Newcastle streets. The work is further described in the Plans section attached with this Request for Bids.

State Certification is required. Contractor must have proper certifications and licenses and follow all applicable Federal, State and Local codes and regulations.

All work shall be completed in conformance with the 2022 WSDOT Standard Specifications for Road, Bridge and Municipal Construction, the current version of the Manual on Uniform Traffic Control Devices (MUTCD), and the City of Newcastle Public Works Engineering & Construction Standards.

Delivery of Proposal: Sealed bids shall be received by the City of Newcastle, Washington, at the office of the City Clerk, in Newcastle City Hall, 12835 Newcastle Way, Suite 200, Newcastle, WA 98056, up to the hour of 11:00 a.m. on Wednesday, April 27, 2021.

Bid Date: Wednesday, April 27, 2022 at 11:00 a.m.

The Proposals will be opened and read aloud shortly after the time and date stated above, both in person at Newcastle City Hall and via Zoom.

Below are the details to join the Zoom meeting:

Topic: T-011 Bid Opening

Time: Apr 27, 2022 11:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81800205421?pwd=cXVvQnhtUkdjemN6Z0RrN3FkeCtTdz09>

Meeting ID: 818 0020 5421

Passcode: 572383

One tap mobile

+12532158782,,81800205421# US (Tacoma)

+16699009128,,81800205421# US (San Jose)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 9128 US (San Jose)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 818 0020 5421

Find your local number: <https://us02web.zoom.us/j/81800205421>

Bid Documents for this project are available free-of-charge at the following link:

<http://www.bxwa.com>

Bidders are encouraged to “Register” with Builders Exchange of Washington in the event of future addenda.

Bidders must be registered on the MRSC Small Works Roster to be eligible to submit a bid for this Project. Questions concerning the Contract Provisions will be taken by Kerry Sullivan, Project Engineer, at the City of Newcastle, (425) 386-4113 or at kerrys@newcastlewa.gov. No oral responses to questions by City personnel about the project will be binding on the City.

The City 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 based on the sum of the Bid.

CONTRACT PROVISIONS

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CITY OF NEWCASTLE

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PART 1

BID DOCUMENTS

BIDDER'S CHECKLIST

1. REQUIRED FORMS

The Bidder shall submit the following forms, which must be executed in full and submitted with the Proposal.

- a. Proposal (including Statement of Bidder's Qualifications) Pages P-1 - P-14)
- b. Bid Deposit or Proposal Bond (PB-1)

2. SUPPLEMENTAL BIDDER CRITERIA

The Apparent two lowest bidders shall submit to the Contracting Agency the completed Supplemental Bidder Criteria forms in the Appendix by noon of the second business day following the bid submittal deadline.

3. 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 Contract execution.

- a. Agreement (Pages A-1 - A-3)
- b. Performance Bond (Page B-1)
- c. Public Works Payment Bond (Page B-4)
- d. Certificate of Insurance
- e. Certificate of Builders Risk Insurance

2022 PAVEMENT MANAGEMENT PROGRAM

PROPOSAL

City of Newcastle
12835 Newcastle Way, Suite 200
Newcastle, Washington 98056

The undersigned has examined the Work site(s), local conditions, the Contract, and all applicable laws and regulations covering the Work. The following unit and lump sum prices are tendered as an offer to perform the Work in accordance with all the requirements set forth in the Contract and all applicable laws and regulations.

As required by the Contract, a postal money order, certified check, cashier's check or Proposal bond made payable to the Owner is attached hereto. If this Proposal is accepted and the undersigned fail(s) or refuse(s) to enter into a contract and furnish the required performance bond, labor and material payment bond, special guarantee bonds (if required), required insurance and all other required documentation, the undersigned will forfeit to the Owner an amount equal to five percent of the Proposal amount.

After the date and hour set for submitting the Proposals, no bidder may withdraw its Proposal, unless the Award of the contract is delayed for a period exceeding 60 consecutive calendar days.

The undersigned agrees that in the event it is Awarded the contract for the Work, it shall employ only Contractors and Subcontractors that are duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all Proposals and to waive any minor irregularities and informalities in any Proposal.

The undersigned 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 if the Additive work will be awarded.

PROPOSAL - Continued

ITEM No.	Spec. Reference	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
1	SS 1-04.4	Minor Change Force Account	1	FA	10,000	10,000
2	SS 1-09.7	Mobilization	1	LS		
3	SP 1-10 *	Project Temporary Traffic Control	1	LS		
4	SS 1-10	Traffic Control Supervisor (TCS)	48	HR		
5	SP 2-01 *	Shoulder and Street Preparation	1	FA	3,000	3,000
6	SS 5-02	Asphalt Emulsion, CRS-2P	2.00	TN		
7	SP 5-02 *	Furnishing and Placing Crushed 3/8 In. No. 10 Aggregate	20	TN		
8	SP 5-02 *	Additional Brooming	20	HR		
9	SP 5-03 *	Slurry Seal, Type 2	35,000	SY		
10	SP 5-04 *	Rubberized Asphalt for Crack Sealing + cure time	1	FA	10,000	10,000
11	SS 5-04	Pavement Repair Excavation, Incl. Haul	12	CY		
12	SP 5-04 *	HMA Cl. 1/2" PG 58H-22 for Pavement Repair, Incl. Fog Seal	25	TN		
13	SP 8-01 *	Erosion/Water Pollution Control	1	LS		
14	SP 8-09 *	Raised Pavement Markers, Type 2B	0.19	HUND		
15	SP 8-22 *	Plastic Stop Line, Include Line Removal	0	LF		
16	SP 8-22 *	Plastic Yield Line, Include Line Removal	20	LF		
17	SP 8-22 *	Plastic Speed Hump Line, Include Line Removal	3	EA		
18	SP 8-22 *	Plastic Speed Table Line, Include Line Removal	1	EA		

PROPOSAL - Continued

BASE BID

Subtotal (Base Bid):.....\$ _____

Washington State Sales Tax (0% Per W.S. Revenue Rule No. 171):....\$ _____ 0.00

TOTAL CONSTRUCTION COST (BASE BID):\$ _____

Bidding Procedures

To be considered responsive, the bidder shall submit a price on each and every item of work included in Base Bid Schedule.

* denotes specification has been supplemented within special provisions

Bid Evaluation

The successful bidder will be determined as described in Section 1-02.6 of the Standard Specifications. Low bidder will be based upon Base Bid Total.

Note: A bid must be received on all items.

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient

NOTE: Bidder shall acknowledge receipt of all addenda. Bidder is responsible for verifying the actual number of addenda issued prior to submitting a Proposal.

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within 20 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within 25 working days (the Physical Completion Date) from when Contract Time begins.

The undersigned has reviewed and fully understands the provisions in the Contract regarding liquidated damages and agrees that liquidated damages shall be \$1,000.00 per day for each and every working day beyond the Contract time allowed for substantial completion until the Substantial Completion Date is achieved and \$500.00 for each and every working day required beyond the Contract Time for physical completion until the Physical Completion Date is achieved.

The undersigned is, and will remain in, full compliance with all Washington State administrative agency requirements including, but not limited to registration requirements of Washington State Department of Labor & Industries for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

Dept. of Labor and Industries Workman's Compensation Account No. is _____;
Dept. of Licensing Contractor's Registration No. is _____;
Unified Business Identifier Number is _____;
Excise Tax Registration Number is _____; and
Employment Security Account Number is _____.

The undersigned has reviewed all insurance requirements contained in the Contract and has verified the availability of and the undersigned's eligibility for all required insurance. The undersigned verifies that the cost for all required insurance, has been included in this Proposal.

In relation to claims related in whole or in part to workplace injuries to employees, the undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) 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.
2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (April 1, 2022), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.



STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: _____

Address: _____

Contact Person for this Project: _____

Telephone No. _____

E-mail: _____

You may attached extra pages if necessary to answer these questions

1. Number of years the company has been in business under the present firm name as indicated above: _____
2. Gross dollar amount of work currently under contract: _____
3. Gross dollar amount of contracts currently not completed: _____
4. General character of work performed by firm: _____

5. 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. _____

6. List up to three (3) customer references for projects of a similar nature and size which have been completed by the bidder within the last seven (7) years:

Reference #1

Project Name / Agency-Owner	
Contact Name & Title	
Phone Number	
Year Completed	
Contract Amount	
Scope of project:	

Reference #2

Project Name / Agency-Owner	
Contact Name & Title	
Phone Number	
Year Completed	
Contract Amount	
Scope of project:	

Reference #3

Project Name / Agency-Owner	
Contact Name & Title	
Phone Number	
Year Completed	
Contract Amount	
Scope of project:	

7. Bank Reference: _____

8. 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?

9. Identify who will be the general superintendent and/or project superintendent on this project and list the number of years each person identified has been with the firm.

10. Have you changed bonding companies within the last three years? _____

If yes, why? _____

Have you ever been sued or engaged in arbitration by the Owner or have you ever sued or demanded arbitration from an Owner of any public works contract for a special utility district, private utility company, municipality, county, or state government a party to a lawsuit or an arbitration proceeding in any way relating to a construction project? _____

If yes, for what reason? _____

Disposition of case, if settled: _____

Bidder agrees that the Owner shall have the right to obtain credit reports.

Yes: _____ No: _____

The City may conduct reference checks for the bidder whose bid is under consideration for award for verification of bidder responsibility under mandatory and supplemental bidder responsibility under Part II (19) of the Contract Documents. The City may determine that the bidder is not a responsible bidder and may award to the next lowest bidder who meets the bidder qualification requirements. In conducting reference checks, the City may include itself or other government agencies and businesses as a reference even if the bidder did not identify these sources as a reference.



RESPONSIBLE BIDDER INFORMATION FORM

Contractor Name:	
Address:	
City:	
Phone:	Fax:
E-mail:	
UBI Number:	
Contractor Registration Number:	
Employment Security Department Number:	
State Excise Tax Registration Number:	
Are you disqualified from bidding under RCW 39.06.010 or 39.12.065(3)? <input type="checkbox"/> Yes <input type="checkbox"/> No	

1. Have you been disqualified from bidding on any public works contract(s)?

Yes No *If yes, provide details:*

2. Have any of the projects you have completed in the last three (3) years had claims against the retainage and/or bonds?

Yes No *If yes, list below:*

Project Name / Agency-Owner	Owner Reference Name and Phone No.	List claims filed against retainage and/or payment bond. Explain circumstances around each claim & ultimate resolution.

3. Has the bidder and/or its owners had any lawsuits with judgements entered against the Bidder in the last five (5) years?

Yes No *If yes, provide details:*

4. _____ H
 Have you ever been sued or engaged in arbitration by the Owner or have you ever sued or demanded arbitration from an Owner of any public works contract for a special utility district, private utility company, municipality, county, or state government a party to a lawsuit or an arbitration proceeding in any way relating to a construction project? _____

If yes, for what reason? _____

Disposition of case, if settled: _____

5. Does the bidder owe any delinquent taxes to the Washington State Department of Revenue?

Yes No *If yes, does the Bidder have an approved payment plan?* Yes No

6. Does the bidder have any prevailing wage violations as determined by Washington State Department of Labor & Industries in the past five (5) years?

Yes No *If yes, provide a list of the violation(s), along with an explanation of each violation and how it was resolved.*

The undersigned certifies under penalty of perjury that the foregoing information is complete, true, and accurate to the best of his/her knowledge. The undersigned authorizes the City of Newcastle to verify all information contained herein (if this information is not complete and accurate, the bid may be considered non-responsive).

Signature of Bidder _____

Title _____

Date _____



BID BOND

KNOW ALL BY THESE PRESENTS, that we _____

of _____ Principal, and the

(Name of Surety)

(Address of Surety)

a corporation duly organized under the laws of the state of _____,
and authorized to do business in the State of Washington, as surety, are held and firmly
bound unto the CITY OF NEWCASTLE in the full and penal sum of five (5) percent of
the total amount of the bid proposal of said principal for the work hereinafter described,
for the payment of which, well and truly to be made, we bind our heirs, executors,
administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith
submitting his or its sealed proposal for the following construction project, to wit:

2022 Pavement Management Program, T-011

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the
contract be awarded to said principal, and if said principal shall duly make and enter into
and execute said Contract and shall furnish bond as required by the CITY OF
NEWCASTLE within a period of 10 days from and after said award, exclusive of the day
of such award, then this obligation shall be null and void, otherwise it shall remain and
be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, 20____.

By _____
Bidder

By _____
Surety

Title

Title

Date

Date



**CERTIFICATION OF COMPLIANCE WITH
WAGE PAYMENT STATUTES**

I certify under penalty of perjury under the laws of the State of Washington that

Bidder

is in compliance with the responsible bidder criteria requirement of RCW 39.04.350(1)(9) which provides:

Within the three year period immediately preceding the date of this solicitation*,

Bidder

has not been determined by a final and binding citation and notice of assessment issued by the Washington State Dept. of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have knowingly and intentionally violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

Bidder Signature

Printed Name

Title

Location of Place Executed (City, State)

Date

*Definition: "Date of this solicitation" means the date of publication for formal bids, and the date of request for quotes or small works roster invitations.

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name: _____

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.

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

* 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 electrical work, even if the installation is for future use and no wiring or electrical

PART 2

AGREEMENT AND BONDS

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

of _____ as principal, and the _____

a corporation duly organized under the laws of the state of _____,
_____ and authorized to do business in the State of
Washington, as surety, are held and firmly bound unto the **CITY OF NEWCASTLE** in the full
and penal sum of five percent of the total amount of the bid proposal of said principal for the
work hereinafter described, for the payment of which, well and truly to be made, we bind our
heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith
submitting his or its sealed proposal for the following construction project, to wit:

2022 PAVEMENT MANAGEMENT PROGRAM

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the
contract be awarded to said principal, and if said principal shall duly make and enter into and
execute said Contract and shall furnish bond as required by the **CITY OF NEWCASTLE** within
a period of 10 days from and after said award, exclusive of the day of such award, then this
obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be
signed and sealed this _____ day of _____, _____.

(Principal)

(Surety)

(Attorney-in-fact)

AGREEMENT

THIS AGREEMENT is entered into by and between the **CITY OF NEWCASTLE** (hereinafter called the Owner) and _____ (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

This contract provides for crack sealing along various street segments all within the City's corporate limits. Work includes crack sealing and traffic control, all in accordance with the Contract Plans, Contract Provisions, and the Standards Specifications.

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within 30 working days (the Substantial Completion Date) and physically complete the Work within 35 working days (the Physical Completion Date).

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner (\$ 500.00) per day for each working day beyond the Substantial Completion Date that the Contractor achieves substantial completion of the Work and (\$ 500.00) for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract.

ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Contractor’s Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The Performance Bond and the Public Works Payment Bond;
- The Contract Provisions, including 2022 WSDOT Standard Specification as referenced;
- The Plans (or drawings) consisting of _____ sheets, as listed in the index on sheet _____ of the Plans;
- Addenda numbers _____, inclusive; and
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

ARTICLE 6. MISCELLANEOUS.

For purpose of defending any work place injury claims by employees of the Contractor and Subcontractors, the Contractor waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specifically negotiated between the parties and is hereby acknowledged by the Contractor.
_____(Contractor’s initials)

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

AGREEMENT – Continued

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year indicated below.

CITY OF NEWCASTLE

CONTRACTOR

By _____

License No. _____

By _____

Date _____

Title _____

Attest _____

Name and Address for giving notices (print)

SAMPLE CONTRACT FORMS
To be completed by low bidder

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS: That whereas The City of Newcastle has awarded to _____
_____ hereinafter designated as the "Principal", a Contract for the _____
_____ project, all as hereto attached and made a part hereof, and whereas said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we the Principal, _____
and _____ a corporation, organized and existing under and by virtue of the Laws of the State of _____ duly authorized to do business in the State of Washington, as Surety, are held and firmly bound unto The City of Newcastle, for and in behalf of the _____ project, in the sum of _____ Dollars (_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, and shall faithfully perform all the provisions of such Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereinafter be made, at the time and in the manner therein specified and shall pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or their part, and shall indemnify and save harmless The City of Newcastle, and their officers and agents; and shall further save harmless and indemnify said City from any defect or defects, in any of the workmanship entering into any part

SAMPLE CONTRACT FORMS
To be completed by low bidder

of the work or designated equipment covered by said Contract, which shall develop or be discovered within two years after final acceptance of such work, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect, provided that the liability hereunder for defects in materials and workmanship for a period of two (2) years after the final acceptance of the work shall not exceed the sum of _____, (\$ _____). (100% of the Contract Sum)

And the said Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or the work or to the Drawings or Specifications.

IN WITNESS WHEREOF, the said Principal and the said Surety have caused this Bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers this ____ day of _____, 20__.

SAMPLE CONTRACT FORMS
To be completed by low bidder

TWO WITNESSES

Principal

By _____

Title _____

ATTEST: (If Corporation)

CORPORATE SEAL

By _____

Title _____

_____ Surety

By _____

Its _____

Address of local office and agent of
Surety Company is: _____

By _____

Attorney for City of Newcastle

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SAMPLE CONTRACT FORMS
To be completed by low bidder

PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

that _____
(Name of Contractor)

(Address of Contractor)

a _____, (Corporation, Partnership or Individual), hereinafter called Principal,
and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto The City of Newcastle, hereinafter called Owner, in the penal sum of (100% of Contract Sum) _____
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of: _____
_____.

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

SAMPLE CONTRACT FORMS
To be completed by low bidder

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, FURTHER, all such persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract shall have the right to sue in their own name on this Bond in its own name to recover for any loss, injury, damage or liability whatsoever sustained or incurred by them by reasons of any breach of the Contract Documents, or of any provisions in this Bond, in the same manner and to the same extent as though this obligation ran directly to the said persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this ____ day of _____, 20__.

SAMPLE CONTRACT FORMS
To be completed by low bidder

ATTEST:

	Principal
(Seal)	
	By: _____
(Witness as to Principal)	
	Address
(Address)	

ATTEST:

	By _____
(Seal)	Attorney for City of Newcastle
(Surety) Secretary	
	Surety
(Witness to Surety)	
	Attorney-in-Fact
(Address)	
	Address

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PART 3

SPECIAL PROVISIONS

DIVISION 1
GENERAL REQUIREMENTS

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1 **INTRODUCTION TO THE SPECIAL PROVISIONS**

2 *(August 14, 2013 APWA GSP)*

3
4 The work on this project shall be accomplished in accordance with the *Standard*
5 *Specifications for Road, Bridge and Municipal Construction*, ***2022*** edition, as issued
6 by the Washington State Department of Transportation (WSDOT) and the American
7 Public Works Association (APWA), Washington State Chapter (hereafter “Standard
8 Specifications”). The Standard Specifications, as modified or supplemented by the
9 Amendments to the Standard Specifications and these Special Provisions, all of which
10 are made a part of the Contract Documents, shall govern all of the Work.

11
12 These Special Provisions are made up of both General Special Provisions (GSPs) from
13 various sources, which may have project-specific fill-ins; and project-specific Special
14 Provisions. Each Provision either supplements, modifies, or replaces the comparable
15 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or
16 addition to any subsection or portion of the Standard Specifications is meant to pertain
17 only to that particular portion of the section, and in no way should it be interpreted that
18 the balance of the section does not apply.

19
20 The project-specific Special Provisions are not labeled as such. The GSPs are labeled
21 under the headers of each GSP, with the effective date of the GSP and its source. For
22 example:

- 23
24 (January 4, 2016, APWA GSP)
25 (January 25, 2016, WSDOT GSP)
26 (February 1, 2017, CON GSP)
27

28 Also incorporated into the Contract Documents by reference are:

- 29 • Manual on Uniform Traffic Control Devices for Streets and Highways, currently
30 adopted edition, with Washington State modifications, if any
31 • Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA,
32 current edition
33 • KING COUNTY Department of Transportation Road Services Division Road
34 Design and Construction Standards, current edition
35 • CITY OF NEWCASTLE Public Works Standards, Current Adopted edition
36

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

40 **DESCRIPTION OF WORK**

41
42 This project consists of surfacing existing roadways with a type 2 slurry seal treatment
43 along with crack sealing, isolated chip seal and HMA patching. The work takes place on
44 various City of Newcastle streets. all in accordance with the Contract Plans, Contract
45 Provisions, and the 2022 WSDOT Standards Specifications.
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**** IMPORTANT - PLEASE READ ****

These Special Provisions *supplement, add new, replace, revise, or delete* the combined WSDOT Standard Specifications and Amendments. For clarification of the purpose of the sections provided, these Special Provisions have the following added section descriptors:

- Supplement:* Adds language to the identified section of the Standard Specifications.
- New:* Specification section/subsection is unique to this project and will not be found in the Standard Specifications.
- Replace:* A replacement of the entire identified section or subsection of the Standard Specifications.
- Revise:* A revision of the identified sentence, paragraph, or table of the Standard Specifications.
- Delete:* A deletion of an entire section, subsection, or specified text of the Standard Specifications
- {Date} WSDOT GSP:* A WSDOT General Special Provision
- {Date} APWA GSP:* An APWA General Special Provision
- {Date} CON GSP:* A City of Newcastle General Special Provision.

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DIVISION 1 GENERAL REQUIREMENTS

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SECTION 1-01, DEFINITIONS AND TERMS

1-01.3 Definitions

(January 4, 2016 APWA GSP)

Modification

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

6
7 All references to the terms “State” or “state” shall be revised to read “Contracting
8 Agency” unless the reference is to an administrative agency of the State of
9 Washington, a State statute or regulation, or the context reasonably indicates
10 otherwise.

11
12 All references to “State Materials Laboratory” shall be revised to read “Contracting
13 Agency designated location”.

14
15 All references to “final contract voucher certification” shall be interpreted to mean the
16 Contracting Agency form(s) by which final payment is authorized, and final
17 completion and acceptance granted.

18
19 **Additive**

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

23
24 **Alternate**

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

28
29 **Business Day**

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

32
33 **Contract Bond**

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

37
38 **Contract Documents**

39 See definition for “Contract”.

40
41 **Contract Time**

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

44
45 **Notice of Award**

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

48
49 **Notice to Proceed**

50 The written notice from the Contracting Agency or Engineer to the Contractor

1 authorizing and directing the Contractor to proceed with the Work and establishing
2 the date on which the Contract time begins.

3
4 **Traffic**

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

7
8 **SECTION 1-02, BID PROCEDURES AND CONDITIONS**

9
10 **1-02.1 Prequalification of Bidders**

11 *(January 24, 2011 APWA GSP)*

Replacement

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

14
15 **1-02.1 Qualifications of Bidder**

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

19
20 Add the following new section:

21
22 **1-02.1(1) Supplemental Qualifications Criteria**

23 *(July 31, 2017 APWA GSP; requires pre-approval on FHWA funded projects,*
24 *through WSDOT/Local Programs)*

25
26 In addition, the Contracting Agency has established Contracting Agency-specific
27 and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3),
28 for determining Bidder responsibility, including the basis for evaluation and the
29 deadline for appealing a determination that a Bidder is not responsible. These
30 criteria are contained in Section 1-02.14 Option C of these Special Provisions.

31
32 **1-02.2 Plans and Specifications**

33 *(June 27, 2011 APWA GSP)*

Replacement

34
35 Information as to where Bid Documents can be obtained or reviewed can be found in the
36 Call for Bids (Advertisement for Bids) for the work.

37
38 After award of the contract, plans and specifications will be issued to the Contractor at
39 no cost as detailed below:

40

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

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

3
4 **1-02.4 Examination of Plans, Specifications, and Site of Work**

5
6 **1-02.4(2) Subsurface Information**

7 *(March 8, 2013 APWA GSP)*

Modification

8
9 The second sentence in the first paragraph is revised to read:

10
11 The Summary of Geotechnical Conditions and the boring logs, if and when included
12 as an appendix to the Special Provisions, shall be considered as part of the Contract.

13
14 **1-02.5 Proposal Forms**

15 *(July 31, 2017 APWA GSP)*

Replacement

16
17 Delete this section and replace it with the following:

18
19 The Proposal Form will identify the project and its location and describe the work. It
20 will also list estimated quantities, units of measurement, the items of work, and the
21 materials to be furnished at the unit bid prices. The bidder shall complete spaces on
22 the proposal form that call for, but are not limited to, unit prices; extensions;
23 summations; the total bid amount; signatures; date; and, where applicable, retail
24 sales taxes and acknowledgment of addenda; the bidder's name, address, telephone
25 number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a
26 State of Washington Contractor's Registration Number; and a Business License
27 Number, if applicable. Bids shall be completed by typing or shall be printed in ink by
28 hand, preferably in black ink. The required certifications are included as part of the
29 Proposal Form.

30
31 The Contracting Agency reserves the right to arrange the proposal forms with
32 alternates and additives, if such be to the advantage of the Contracting Agency. The
33 bidder shall bid on all alternates and additives set forth in the Proposal Form unless
34 otherwise specified.

35
36 **1-02.6 Preparation of Proposal**

37 *(July 11, 2018 APWA GSP)*

Modification

38
39 Supplement the second paragraph with the following:

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

44
45 Delete the last two paragraphs, and replace them with the following:

46
47 If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use
48 any Subcontractor to perform those items of work.

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

6
7 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any
8 manner.

9
10 A bid by a corporation shall be executed in the corporate name, by the president or a
11 vice president (or other corporate officer accompanied by evidence of authority to
12 sign).

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

17
18 A bid by a joint venture shall be executed in the joint venture name and signed by a
19 member of the joint venture. A copy of the joint venture agreement shall be
20 submitted with the Bid Form if any UDBE requirements are to be satisfied through
21 such an agreement.

22
23 *(June 1, 2020 CON GSP)*

Supplement

24
25 Supplement this section with the following:

26
27 **Cumulative Additive/Deductive Bidding**

28 This Bid Proposal requires the bidder to bid cumulative Additive and/or Deductive
29 Work as part of the bid. The bidder is required to submit a Base Bid and a bid for
30 each of the Additive and/or Deductive Bids listed.

31
32 **Bid Proposal**

33 The bid proposal is composed of the following parts:

34
35 1 . Base Bid

36 The base bid shall include constructing all items included in the Bid
37 Proposal *except* those items contained in the Additive and/or Deductive
38 Bid(s) listed.

39
40
41 **Bidding Procedures**

42 To be considered responsive the bidder shall submit a price on each and every item
43 of work included in the Base Bid.

44
45 **Award Procedures**

46 The successful bidder will be the bidder submitting the lowest responsible bid for the
47 preference, listed in the order below, as they best serve the public's interest. In any
48 case, the award will be subject to the requirements of Section 1-03.

49
50 1. Preference 1: Lowest total for Base Bid.

1 Award of the Additive Bid will be at the Contracting Agency's discretion as it best
2 suits the public interest. In any case, the award will be subject to the requirements of
3 Section 1-03.

4
5 Additional allowed working days, if any, for Additive Bid work are listed on the bid
6 proposal sheets. If no additional days (or reduction) are listed, Contractor shall bid all
7 work including Additive Bid work to be completed within the working days stated for
8 the Base Bid work.

9
10 Add the following new section:

11
12 **1-02.6(1) Recycled Materials Proposal**

13 *(January 4, 2016 APWA GSP)*

New

14
15 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials
16 into the project, using the form provided in the Contract Provisions.

17
18 **1-02.7 Bid Deposit**

19 *(March 8, 2013 APWA GSP)*

Supplement

20
21 Supplement this section with the following:

22
23 Bid bonds shall contain the following:

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

36
37 If so stated in the Contract Provisions, bidder must use the bond form included in the
38 Contract Provisions.

39
40 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

41
42 **1-02.9 Delivery of Proposal**

43 *(June 1, 2020 CON GSP)*

Replacement

44
45 Delete this section and replace it with the following:

1 All bids shall be emailed to kerrys@newcastlewa.gov before the bid date and time
2 listed below. No mailed or hand delivered bids will be accepted.

3
4 The Contracting Agency will not open or consider any Bid Proposal that is received
5 after the time specified in the Call for Bids for receipt of Bid Proposals, or received in
6 a location other than that specified in the Call for Bids.

7
8 If an emergency or unanticipated event interrupts normal work processes of the
9 Contracting Agency so that Proposals cannot be received at the office designated for
10 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the
11 Proposal will be deemed to be extended to the same time of day specified in the
12 solicitation on the first work day on which the normal work processes of the
13 Contracting Agency resume.

14
15
16 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

17 *(July 23, 2015 APWA GSP)*

Replacement

18
19 Delete this section, and replace it with the following:

20
21 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may
22 withdraw, revise, or supplement it if:

- 23 1. The Bidder submits a written request signed by an authorized person and
24 physically delivers it to the place designated for receipt of Bid Proposals, and
- 25 2. The Contracting Agency receives the request before the time set for receipt
26 of Bid Proposals, and
- 27 3. The revised or supplemented Bid Proposal (if any) is received by the
28 Contracting Agency before the time set for receipt of Bid Proposals.

29 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received
30 before the time set for receipt of Bid Proposals, the Contracting Agency will return
31 the unopened Proposal package to the Bidder. The Bidder must then submit the
32 revised or supplemented package in its entirety. If the Bidder does not submit a
33 revised or supplemented package, then its bid shall be considered withdrawn.

34
35 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
36 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or
37 faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

38
39 **1-02.13 Irregular Proposals**

40 *(June 20, 2017 APWA GSP)*

Replacement

41
42 Delete this section and replace it with the following:

- 43
44 1. A Proposal will be considered irregular and will be rejected if:
 - 45 a. The Bidder is not prequalified when so required;
 - 46 b. The authorized Proposal form furnished by the Contracting Agency is not
47 used or is altered;
 - 48 c. The completed Proposal form contains any unauthorized additions,
49 deletions, alternate Bids, or conditions;
 - 50 d. The Bidder adds provisions reserving the right to reject or accept the
51 award, or enter into the Contract;

- 1 e. A price per unit cannot be determined from the Bid Proposal;
- 2 f. The Proposal form is not properly executed;
- 3 g. The Bidder fails to submit or properly complete a Subcontractor list, if
- 4 applicable, as required in Section 1-02.6;
- 5 h. The Bidder fails to submit or properly complete an Underutilized
- 6 Disadvantaged Business Enterprise Certification, if applicable, as
- 7 required in Section 1-02.6;
- 8 i. The Bidder fails to submit written confirmation from each UDBE firm listed
- 9 on the Bidder's completed UDBE Utilization Certification that they are in
- 10 agreement with the bidder's UDBE participation commitment, if
- 11 applicable, as required in Section 1-02.6, or if the written confirmation that
- 12 is submitted fails to meet the requirements of the Special Provisions;
- 13 j. The Bidder fails to submit UDBE Good Faith Effort documentation, if
- 14 applicable, as required in Section 1-02.6, or if the documentation that is
- 15 submitted fails to demonstrate that a Good Faith Effort to meet the
- 16 Condition of Award was made;
- 17 k. The Bidder fails to submit a UDBE Bid Item Breakdown form, if
- 18 applicable, as required in Section 1-02.6, or if the documentation that is
- 19 submitted fails to meet the requirements of the Special Provisions;
- 20 l. The Bidder fails to submit UDBE Trucking Credit Forms, if applicable, as
- 21 required in Section 1-02.6, or if the documentation that is submitted fails
- 22 to meet the requirements of the Special Provisions;
- 23 m. The Bid Proposal does not constitute a definite and unqualified offer to
- 24 meet the material terms of the Bid invitation; or
- 25 n. More than one Proposal is submitted for the same project from a Bidder
- 26 under the same or different names.
- 27
- 28 2. A Proposal may be considered irregular and may be rejected if:
- 29 a. The Proposal does not include a unit price for every Bid item;
- 30 b. Any of the unit prices are excessively unbalanced (either above or below
- 31 the amount of a reasonable Bid) to the potential detriment of the
- 32 Contracting Agency;
- 33 c. Receipt of Addenda is not acknowledged;
- 34 d. A member of a joint venture or partnership and the joint venture or
- 35 partnership submit Proposals for the same project (in such an instance,
- 36 both Bids may be rejected); or
- 37 e. If Proposal form entries are not made in ink.
- 38
- 39

40 **1-02.14 Disqualification of Bidders**

41 *(May 17, 2018 APWA GSP, Option B)*

Replacement

42
43 Delete this section and replace it with the following:

44
45 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory
46 bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet
47 Supplemental Criteria 1-7 listed in this Section.

48
49 The Contracting Agency will verify that the Bidder meets the mandatory bidder
50 responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2.

1 Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the
2 Bidder as stated later in this Section.

3
4
5 **1. Delinquent State Taxes**

- 6
7 A Criterion: The Bidder shall not owe delinquent taxes to the Washington
8 State Department of Revenue without a payment plan approved by the
9 Department of Revenue.
10
11 B. Documentation: The Bidder, if and when required as detailed below, shall
12 sign a statement (on a form to be provided by the Contracting Agency)
13 that the Bidder does not owe delinquent taxes to the Washington State
14 Department of Revenue, or if delinquent taxes are owed to the
15 Washington State Department of Revenue, the Bidder must submit a
16 written payment plan approved by the Department of Revenue, to the
17 Contracting Agency by the deadline listed below.
18

19 **2. Federal Debarment**

- 20
21 A Criterion: The Bidder shall not currently be debarred or suspended by the
22 Federal government.
23
24 B. Documentation: The Bidder shall not be listed as having an “active
25 exclusion” on the U.S. government’s “System for Award Management”
26 database (www.sam.gov).
27

28 **3. Subcontractor Responsibility**

- 29
30 A Criterion: The Bidder’s standard subcontract form shall include the
31 subcontractor responsibility language required by RCW 39.06.020, and
32 the Bidder shall have an established procedure which it utilizes to validate
33 the responsibility of each of its subcontractors. The Bidder’s subcontract
34 form shall also include a requirement that each of its subcontractors shall
35 have and document a similar procedure to determine whether the sub-tier
36 subcontractors with whom it contracts are also “responsible”
37 subcontractors as defined by RCW 39.06.020.
38
39 B. Documentation: The Bidder, if and when required as detailed below, shall
40 submit a copy of its standard subcontract form for review by the
41 Contracting Agency, and a written description of its procedure for
42 validating the responsibility of subcontractors with which it contracts.
43

44 **4. Claims Against Retainage and Bonds**

- 45
46 A Criterion: The Bidder shall not have a record of excessive claims filed
47 against the retainage or payment bonds for public works projects in the
48 three years prior to the bid submittal date, that demonstrate a lack of
49 effective management by the Bidder of making timely and appropriate
50 payments to its subcontractors, suppliers, and workers, unless there are

1 extenuating circumstances and such circumstances are deemed
2 acceptable to the Contracting Agency.

3
4 B. Documentation: The Bidder, if and when required as detailed below, shall
5 submit a list of the public works projects completed in the three years
6 prior to the bid submittal date that have had claims against retainage and
7 bonds and include for each project the following information:

- 8
- 9 • Name of project
- 10 • The owner and contact information for the owner;
- 11 • A list of claims filed against the retainage and/or payment bond for
- 12 any of the projects listed;
- 13 • A written explanation of the circumstances surrounding each claim
- 14 and the ultimate resolution of the claim.

15
16 5. **Public Bidding Crime**

17
18 A. Criterion: The Bidder and/or its owners shall not have been convicted of a
19 crime involving bidding on a public works contract in the five years prior to
20 the bid submittal date.

21
22 B. Documentation: The Bidder, if and when required as detailed below, shall
23 sign a statement (on a form to be provided by the Contracting Agency)
24 that the Bidder and/or its owners have not been convicted of a crime
25 involving bidding on a public works contract.

26
27 6. **Termination for Cause / Termination for Default**

28
29 A. Criterion: The Bidder shall not have had any public works contract
30 terminated for cause or terminated for default by a government agency in
31 the five years prior to the bid submittal date, unless there are extenuating
32 circumstances and such circumstances are deemed acceptable to the
33 Contracting Agency.

34
35 B. Documentation: The Bidder, if and when required as detailed below, shall
36 sign a statement (on a form to be provided by the Contracting Agency)
37 that the Bidder has not had any public works contract terminated for
38 cause or terminated for default by a government agency in the five years
39 prior to the bid submittal date; or if Bidder was terminated, describe the
40 circumstances. .

41
42 7. **Lawsuits**

43
44 A. Criterion: The Bidder shall not have lawsuits with judgments entered
45 against the Bidder in the five years prior to the bid submittal date that
46 demonstrate a pattern of failing to meet the terms of contracts, unless
47 there are extenuating circumstances and such circumstances are
48 deemed acceptable to the Contracting Agency

49
50 B. Documentation: The Bidder, if and when required as detailed below, shall
51 sign a statement (on a form to be provided by the Contracting Agency)

1 that the Bidder has not had any lawsuits with judgments entered against
2 the Bidder in the five years prior to the bid submittal date that
3 demonstrate a pattern of failing to meet the terms of contracts, or shall
4 submit a list of all lawsuits with judgments entered against the Bidder in
5 the five years prior to the bid submittal date, along with a written
6 explanation of the circumstances surrounding each such lawsuit. The
7 Contracting Agency shall evaluate these explanations to determine
8 whether the lawsuits demonstrate a pattern of failing to meet of terms of
9 construction related contracts

10
11 As evidence that the Bidder meets the Supplemental Criteria stated above, the
12 apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon)
13 of the second business day following the bid submittal deadline, a written
14 statement verifying that the Bidder meets the supplemental criteria together with
15 supporting documentation (sufficient in the sole judgment of the Contracting
16 Agency) demonstrating compliance with the Supplemental Criteria. The
17 Contracting Agency reserves the right to request further documentation as needed
18 from the low Bidder and documentation from other Bidders as well to assess
19 Bidder responsibility and compliance with all bidder responsibility criteria. The
20 Contracting Agency also reserves the right to obtain information from third-parties
21 and independent sources of information concerning a Bidder's compliance with the
22 mandatory and supplemental criteria, and to use that information in their
23 evaluation. The Contracting Agency may consider mitigating factors in determining
24 whether the Bidder complies with the requirements of the supplemental criteria.

25
26 The basis for evaluation of Bidder compliance with these mandatory and
27 supplemental criteria shall include any documents or facts obtained by Contracting
28 Agency (whether from the Bidder or third parties) including but not limited to: (i)
29 financial, historical, or operational data from the Bidder; (ii) information obtained
30 directly by the Contracting Agency from others for whom the Bidder has worked, or
31 other public agencies or private enterprises; and (iii) any additional information
32 obtained by the Contracting Agency which is believed to be relevant to the matter.

33
34 If the Contracting Agency determines the Bidder does not meet the bidder
35 responsibility criteria above and is therefore not a responsible Bidder, the
36 Contracting Agency shall notify the Bidder in writing, with the reasons for its
37 determination. If the Bidder disagrees with this determination, it may appeal the
38 determination within two (2) business days of the Contracting Agency's
39 determination by presenting its appeal and any additional information to the
40 Contracting Agency. The Contracting Agency will consider the appeal and any
41 additional information before issuing its final determination. If the final
42 determination affirms that the Bidder is not responsible, the Contracting Agency will
43 not execute a contract with any other Bidder until at least two business days after
44 the Bidder determined to be not responsible has received the Contracting Agency's
45 final determination.

46
47 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid:
48 Bidders with concerns about the relevancy or restrictiveness of the Supplemental
49 Bidder Responsibility Criteria may make or submit requests to the Contracting
50 Agency to modify the criteria. Such requests shall be in writing, describe the
51 nature of the concerns, and propose specific modifications to the criteria. Bidders

1 shall submit such requests to the Contracting Agency no later than five (5)
2 business days prior to the bid submittal deadline and address the request to the
3 Project Engineer or such other person designated by the Contracting Agency in the
4 Bid Documents.

5
6 **1-02.15 Pre Award Information**

7 *(August 14, 2013 APWA GSP)*

Modification

8
9 Revise this section to read:

10
11 Before awarding any contract, the Contracting Agency may require one or more of
12 these items or actions of the apparent lowest responsible bidder:

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

25
26 **SECTION 1-03, AWARD AND EXECUTION OF CONTRACT**

27
28 **1-03.1 Consideration of Bids**

29 *(January 23, 2006 APWA GSP)*

Modification

30
31 Revise the first paragraph to read:

32
33 After opening and reading proposals, the Contracting Agency will check them for
34 correctness of extensions of the prices per unit and the total price. If a discrepancy
35 exists between the price per unit and the extended amount of any bid item, the price
36 per unit will control. If a minimum bid amount has been established for any item and
37 the bidder's unit or lump sum price is less than the minimum specified amount, the
38 Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum
39 specified amount and recalculate the extension. The total of extensions, corrected
40 where necessary, including sales taxes where applicable and such additives and/or
41 alternates as selected by the Contracting Agency, will be used by the Contracting
42 Agency for award purposes and to fix the Awarded Contract Price amount and the
43 amount of the contract bond.

44
45 **1-03.3 Execution of Contract**

46 *(October 1, 2005 APWA GSP)*

Modification

1 Revise this section to read:

2
3 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
4 available for signature by the successful bidder on the first business day following
5 award. The number of copies to be executed by the Contractor will be determined by
6 the Contracting Agency.

7
8 Within 10 calendar days after the award date, the successful bidder shall return the
9 signed Contracting Agency-prepared contract, an insurance certification as required
10 by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4.
11 Before execution of the contract by the Contracting Agency, the successful bidder
12 shall provide any pre-award information the Contracting Agency may require under
13 Section 1-02.15.

14
15 Until the Contracting Agency executes a contract, no proposal shall bind the
16 Contracting Agency nor shall any work begin within the project limits or within
17 Contracting Agency-furnished sites. The Contractor shall bear all risks for any work
18 begun outside such areas and for any materials ordered before the contract is
19 executed by the Contracting Agency.

20
21 If the bidder experiences circumstances beyond their control that prevents return of
22 the contract documents within the calendar days after the award date stated above,
23 the Contracting Agency may grant up to a maximum of 10 additional calendar days
24 for return of the documents, provided the Contracting Agency deems the
25 circumstances warrant it.

26
27 **1-03.4 Contract Bond**

28 *(February 1, 2017 CON GSP)*

Replacement

29
30 Delete the first paragraph and replace it with the following:

31
32 The successful bidder shall provide executed payment and performance bonds each
33 for the full contract amount. Each bond shall:

- 34
35 1. Be on Contracting Agency-furnished form(s);
- 36 2. Be signed by an approved surety (or sureties) that:
- 37 a. Is registered with the Washington State Insurance Commissioner, and
- 38 b. Appears on the current Authorized Insurance List in the State of
39 Washington published by the Office of the Insurance Commissioner,
- 40 3. Guarantee that the Contractor will perform and comply with all obligations,
41 duties, and conditions under the Contract, including but not limited to the duty
42 and obligation to indemnify, defend, and protect the Contracting Agency
43 against all losses and claims related directly or indirectly from any failure:
- 44 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
45 subcontractors of the Contractor) to faithfully perform and comply with all
46 contract obligations, conditions, and duties, or
- 47 b. Of the Contractor (or the subcontractors or lower tier subcontractors of
48 the Contractor) to pay all laborers, mechanics, subcontractors, lower tier

1 subcontractors, material person, or any other person who provides
2 supplies or provisions for carrying out the work;

3 4. Be conditioned upon the payment of taxes, increases, and penalties incurred
4 on the project under titles 50, 51, and 82 RCW; and

5 5. Be accompanied by a power of attorney for the Surety's officer empowered to
6 sign the bond; and

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

13
14 **1-03.7 Judicial Review**

15 *(November 30, 2018 APWA GSP)*

Modification

16
17 Revise this section to read:

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

25
26
27 **SECTION 1-04, SCOPE OF WORK**

28
29 **1-04.4(1) Minor Changes**

30 *(May 30, 2019 APWA GSP)*

Replacement

31
32 Delete the first paragraph and replace it with the following:

33
34 Payments or credits for changes amounting to \$10,000 or less may be made under
35 the Bid item "Minor Change". At the discretion of the Contracting Agency, this
36 procedure for Minor Changes may be used in lieu of the more formal procedure as
37 outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the
38 scope of the Contract Work and will not change Contract Time.

39
40
41 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications,**
42 **and Addenda**

43 *(March 13, 2012 APWA GSP)*

Modification

44
45 Revise the second paragraph to read:

46
47 Any inconsistency in the parts of the contract shall be resolved by following this order
48 of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 49 1. Addenda,

- 1 2. Proposal Form,
- 2 3. Special Provisions,
- 3 4. Contract Plans,
- 4 5. Amendments to the Standard Specifications,
- 5 6. Standard Specifications,
- 6 7. Contracting Agency's Standard Plans or Details (if any), and
- 7 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

8
9 **1-04.6 Variation in Estimated Quantities**

10 *(July 23, 2015 APWA GSP, Option B)*

Modification

11
12 Revise the first paragraph to read:

13
14 Payment to the Contractor will be made only for the actual quantities of Work
15 performed and accepted in conformance with the Contract. When the accepted
16 quantity of Work performed under a unit item varies from the original Proposal
17 quantity, payment will be at the unit Contract price for all Work unless the total
18 accepted quantity of any Contract item, adjusted to exclude added or deleted
19 amounts included in change orders accepted by both parties, increases or decreases
20 by more than 25 percent from the original Proposal quantity, and if the total extended
21 bid price for that item at time of award is equal to or greater than 10 percent of the
22 total contract price at time of award. In that case, payment for contract work may be
23 adjusted as described herein:
24

25
26 **SECTION 1-05, CONTROL OF WORK**

27
28 **1-05.4 Conformity With and Deviations From Plans and Stakes**

29
30 **1-05.4(1) Construction Surveying – Roadway**

31 *(February 1, 2017 CON GSP)*

New

32
33 New Section:

34
35 Copies of the Contracting Agency provided primary survey control data are available
36 for the bidder's inspection at the office of the Project Engineer.

37
38 The Contractor shall be responsible for setting, maintaining, and resetting all
39 alignment stakes, slope stakes, and grades necessary for the construction of the
40 roadbed, drainage, surfacing, paving, channelization and pavement marking,
41 illumination and signals, guardrails and barriers, and signing. Except for the survey
42 control data to be furnished by the Contracting Agency, calculations, surveying, and
43 measuring required for setting and maintaining the necessary lines and grades shall
44 be the Contractor's responsibility.

45
46 The Contractor shall inform the Engineer when monuments are discovered that were
47 not identified in the Plans and construction activity may disturb or damage the
48 monuments. All monuments noted on the plans "DO NOT DISTURB" shall be

1 protected throughout the length of the project or be replaced at the Contractor's
2 expense.

3
4 Detailed survey records shall be maintained, including a description of the work
5 performed on each shift, the methods utilized, and the control points used. The
6 record shall be adequate to allow the survey to be reproduced. A copy of each day's
7 record shall be provided to the Engineer within three working days after the end of
8 the shift.

9
10 The meaning of words and terms used in this provision shall be as listed in
11 "Definitions of Surveying and Associated Terms" current edition, published by the
12 American Congress on Surveying and Mapping and the American Society of Civil
13 Engineers.

14
15 The survey work shall include but not be limited to the following:

- 16
17 1. Verify the primary horizontal and vertical control furnished by the Contracting
18 Agency, and expand into secondary control by adding stakes and hubs as
19 well as additional survey control needed for the project. Provide descriptions
20 of secondary control to the Contracting Agency. The description shall include
21 coordinates and elevations of all secondary control points.
22
- 23 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks
24 on centerline or on offsets to centerline at all curve points (PCs, PTs, and
25 Pls) and at points on the alignments spaced no further than 50 feet.
26
- 27 3. Establish clearing limits, placing stakes at all angle points and at intermediate
28 points not more than 50 feet apart. The clearing and grubbing limits shall
29 generally be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut
30 unless otherwise shown in the Plans.
31
- 32 4. Establish grading limits, placing slope stakes at centerline increments not
33 more than 50 feet apart. Establish offset reference to all slope stakes. If
34 Global Positioning Satellite (GPS) Machine controls are used to provide
35 grade control, then slope stakes may be omitted at the discretion of the
36 Contractor.
37
- 38 5. Establish the horizontal and vertical location of all drainage features, placing
39 offset stakes to all drainage structures and to pipes at a horizontal interval not
40 greater than 25 feet.
41
- 42 6. Establish roadbed and surfacing elevations by placing stakes at the top of
43 subgrade and at the top of each course of surfacing. Subgrade and surfacing
44 stakes shall be set at horizontal intervals not greater than 50 feet in tangent
45 sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-
46 foot intervals in intersection radii with a radius less than 10 feet. Transversely,
47 stakes shall be placed at all locations where the roadway slope changes and
48 at additional points such that the transverse spacing of stakes is not more
49 than 12 feet. If GPS Machine Controls are used to provide grade control,
50 then roadbed and surfacing stakes may be omitted at the discretion of the
51 Contractor.

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- 7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
- 8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
- 9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
- 10. The Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Project Engineer for review and approval 10 days prior to the beginning of work.

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

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

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

	Vertical	Horizontal
Slope Stakes	±0.1 foot	±0.10 foot
Subgrade grade stakes set 0.04 feet below grade	±0.01 foot	±0.5 foot (parallel to alignment) ±0.1 foot (normal to alignment)
Stationing on roadway	N/A	±0.1 foot
Alignment on roadway	N/A	±0.04 foot
Surfacing grade stakes	±0.01 foot	±0.5 foot (parallel to alignment) ±0.1 foot (normal to alignment)

Roadway paving pins for surfacing or paving	±0.01 foot	±0.2 foot (parallel to alignment) ±0.1 foot (normal to alignment)
Roadway Paving Pins for Surfacing or Paving	±0.01 foot	±0.1 foot (parallel to alignment) ±0.05 foot (normal to alignment)
Alignment of sanitary sewer and storm sewer structures	±0.01 foot	±0.1 foot
Walls	±0.01 foot	±0.04 foot
Curb and Gutter	±0.01 foot	±0.01 foot

1

2

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

3

4

5

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

6

7

8

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

9

10

11

12

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

13

14

15

16

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

17

18

19

20

21

1-05.4(2) Payment

(February 1, 2017 CON GSP)

New

New Section:

22

23

24

25

26

Payment will be made in accordance with section 1-04.1 of the Standard Specifications for the following bid item when included in the bid proposal.

27

28

29

"Construction Surveying", lump sum.

30

31

32

33

34

The lump sum contract price for "Construction Surveying" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts. 25 percent of the total cost in the bid item for "Construction Surveying" will be applied to the Record Drawings and will be paid upon submittal and acceptance of the Record Drawings.

35

36

1
2 **1-05.7 Removal of Defective and Unauthorized Work**

3 *(October 1, 2005 APWA GSP)*

Supplement

4
5 Supplement this section with the following:

6
7 If the Contractor fails to remedy defective or unauthorized work within the time
8 specified in a written notice from the Engineer, or fails to perform any part of the work
9 required by the Contract Documents, the Engineer may correct and remedy such
10 work as may be identified in the written notice, with Contracting Agency forces or by
11 such other means as the Contracting Agency may deem necessary.

12
13 If the Contractor fails to comply with a written order to remedy what the Engineer
14 determines to be an emergency situation, the Engineer may have the defective and
15 unauthorized work corrected immediately, have the rejected work removed and
16 replaced, or have work the Contractor refuses to perform completed by using
17 Contracting Agency or other forces. An emergency situation is any situation when, in
18 the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or
19 might cause serious risk of loss or damage to the public.

20
21 Direct or indirect costs incurred by the Contracting Agency attributable to correcting
22 and remedying defective or unauthorized work, or work the Contractor failed or
23 refused to perform, shall be paid by the Contractor. Payment will be deducted by the
24 Engineer from monies due, or to become due, the Contractor. Such direct and
25 indirect costs shall include in particular, but without limitation, compensation for
26 additional professional services required, and costs for repair and replacement of
27 work of others destroyed or damaged by correction, removal, or replacement of the
28 Contractor's unauthorized work.

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

32
33 The rights exercised under the provisions of this section shall not diminish the
34 Contracting Agency's right to pursue any other avenue for additional remedy or
35 damages with respect to the Contractor's failure to perform the work as required.

36
37 **1-05.11 Final Inspection**

38
39 Delete this Section and replace it with the following:

40
41 **1-05.11 Final Inspections and Operational Testing**

42 *(October 1, 2005 APWA GSP)*

Replacement

43
44 **1-05.11(1) Substantial Completion Date**

45
46 When the Contractor considers the work to be substantially complete, the Contractor
47 shall so notify the Engineer and request the Engineer establish the Substantial
48 Completion Date. The Contractor's request shall list the specific items of work that
49 remain to be completed in order to reach physical completion. The Engineer will
50 schedule an inspection of the work with the Contractor to determine the status of

1 completion. The Engineer may also establish the Substantial Completion Date
2 unilaterally.

3
4 If, after this inspection, the Engineer concurs with the Contractor that the work is
5 substantially complete and ready for its intended use, the Engineer, by written notice
6 to the Contractor, will set the Substantial Completion Date. If, after this inspection the
7 Engineer does not consider the work substantially complete and ready for its
8 intended use, the Engineer will, by written notice, so notify the Contractor giving the
9 reasons therefor.

10
11 Upon receipt of written notice concurring in or denying substantial completion,
12 whichever is applicable, the Contractor shall pursue vigorously, diligently and without
13 unauthorized interruption, the work necessary to reach Substantial and Physical
14 Completion. The Contractor shall provide the Engineer with a revised schedule
15 indicating when the Contractor expects to reach substantial and physical completion
16 of the work.

17
18 The above process shall be repeated until the Engineer establishes the Substantial
19 Completion Date and the Contractor considers the work physically complete and
20 ready for final inspection.

21
22 **1-05.11(2) Final Inspection and Physical Completion Date**

23
24 When the Contractor considers the work physically complete and ready for final
25 inspection, the Contractor by written notice, shall request the Engineer to schedule a
26 final inspection. The Engineer will set a date for final inspection. The Engineer and
27 the Contractor will then make a final inspection and the Engineer will notify the
28 Contractor in writing of all particulars in which the final inspection reveals the work
29 incomplete or unacceptable. The Contractor shall immediately take such corrective
30 measures as are necessary to remedy the listed deficiencies. Corrective work shall
31 be pursued vigorously, diligently, and without interruption until physical completion of
32 the listed deficiencies. This process will continue until the Engineer is satisfied the
33 listed deficiencies have been corrected.

34
35 If action to correct the listed deficiencies is not initiated within 7 days after receipt of
36 the written notice listing the deficiencies, the Engineer may, upon written notice to
37 the Contractor, take whatever steps are necessary to correct those deficiencies
38 pursuant to Section 1-05.7.

39
40 The Contractor will not be allowed an extension of contract time because of a delay
41 in the performance of the work attributable to the exercise of the Engineer's right
42 hereunder.

43
44 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
45 Contracting Agency, in writing, of the date upon which the work was considered
46 physically complete. That date shall constitute the Physical Completion Date of the
47 contract, but shall not imply acceptance of the work or that all the obligations of the
48 Contractor under the contract have been fulfilled.

49
50 **1-05.11(3) Operational Testing**

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

17
18 The costs for power, gas, labor, material, supplies, and everything else needed to
19 successfully complete operational testing, shall be included in the unit contract prices
20 related to the system being tested, unless specifically set forth otherwise in the
21 proposal.

22 Operational and test periods, when required by the Engineer, shall not affect a
23 manufacturer's guaranties or warranties furnished under the terms of the contract.
24

25 **1-05.12 Final Acceptance**

26
27 Add the following new section:

28 29 **1-05.12(1) One-Year Guarantee Period**

30 *(March 8, 2013 APWA GSP)*

New

31
32 The Contractor shall return to the project and repair or replace all defects in
33 workmanship and material discovered within one year after Final Acceptance of the
34 Work. The Contractor shall start work to remedy any such defects within 7 calendar
35 days of receiving Contracting Agency's written notice of a defect, and shall complete
36 such work within the time stated in the Contracting Agency's notice. In case of an
37 emergency, where damage may result from delay or where loss of services may
38 result, such corrections may be made by the Contracting Agency's own forces or
39 another contractor, in which case the cost of corrections shall be paid by the
40 Contractor. In the event the Contractor does not accomplish corrections within the
41 time specified, the work will be otherwise accomplished and the cost of same shall
42 be paid by the Contractor.

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

46 This guarantee is supplemental to and does not limit or affect the requirements that
47 the Contractor's work comply with the requirements of the Contract or any other legal
48 rights or remedies of the Contracting Agency.
49

1 **1-05.13 Superintendents, Labor and Equipment of Contractor**

2 *(August 14, 2013 APWA GSP)*

Modification

3
4 Delete the sixth and seventh paragraphs of this section.

5
6 **1-05.15 Method of Serving Notices**

7 *(March 25, 2009 APWA GSP)*

Modification

8
9 Revise the second paragraph to read:

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

18
19 **1-05.16 Water and Power**

20 *(October 1, 2005 APWA GSP)*

New

21
22 Add the following new section:

23
24 The Contractor shall make necessary arrangements, and shall bear the costs for
25 power and water necessary for the performance of the work, unless the Contract
26 includes power and water as a pay item.

27
28 **1-05.18 Record Drawings**

29 *(February 1, 2017 CON GSP)*

New

30
31 Add the following new section:

32
33 The Contractor shall maintain one set of full size plans for Record Drawings, updated
34 with clear and accurate red-lined field revisions on a daily basis, and within 2
35 business days after receipt of information that a change in Work has occurred. The
36 Contractor shall not conceal any work until the required information is recorded.

37
38 This Record Drawing set shall be used for this purpose alone, shall be kept separate
39 from other Plan sheets, and shall be clearly marked as Record Drawings. These
40 Record Drawings shall be kept on site at the Contractor's field office, and shall be
41 available for review by the Contracting Agency at all times. The Contractor shall
42 bring the Record Drawings to each progress meeting for review.

43
44 The preparation and upkeep of the Record Drawings is to be the assigned
45 responsibility of a single, experienced, and qualified individual. The quality of the
46 Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate
47 to allow the Contracting Agency to modify the computer-aided drafting (CAD)
48 Contract Drawings to produce a complete set of Record Drawings for the Contracting
49 Agency without further investigative effort by the Contracting Agency.

1 The Record Drawing markups shall document all changes in the Work, both
 2 concealed and visible. Items that must be shown on the markups include but are not
 3 limited to:

- 4
- 5 • Actual dimensions, arrangement, and materials used when different than
- 6 shown in the Plans.
- 7 • Changes made by Change Order or Field Order.
- 8 • Changes made by the Contractor.
- 9 • Accurate locations of storm sewer, sanitary sewer, water mains and other
- 10 water appurtenances, structures, conduits, light standards, vaults, width of
- 11 roadways, sidewalks, landscaping areas, building footprints, channelization
- 12 and pavement markings, etc. Include pipe invert elevations, top of castings
- 13 (manholes, inlets, etc.).
- 14

15 If the Contract calls for the Contracting Agency to do all surveying and staking, the
 16 Contracting Agency will provide the elevations at the tolerances the Contracting
 17 Agency requires for the Record Drawings.

18
 19 When the Contract calls for the Contractor to do the surveying/staking, the applicable
 20 tolerance limits include, but are not limited to the following:

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

22
 23 Making Entries on the Record Drawings:

- 24
- 25 • Use erasable colored pencil (not ink) for all markings on the Record Drawings,
- 26 conforming to the following color code:
- 27 • Additions - Red
- 28 • Deletions - Green
- 29 • Comments - Blue
- 30 • Dimensions- Graphite
- 31 • Provide the applicable reference for all entries, such as the change order
- 32 number, the request for information (RFI) number, or the approved shop
- 33 drawing number.
- 34 • Date all entries.
- 35 • Clearly identify all items in the entry with notes similar to those in the Contract
- 36 Drawings (such as pipe symbols, centerline elevations, materials, pipe joint
- 37 abbreviations, etc.).
- 38

1 The Contractor shall certify on the Record Drawings that said drawings are an
2 accurate depiction of built conditions, and in conformance with the requirements
3 detailed above. The Contractor shall submit final Record Drawings to the
4 Contracting Agency. Contracting Agency acceptance of the Record Drawings is one
5 of the requirements for achieving Physical Completion.

6
7 Payment for work identified in this section will be made in accordance with Section 1-
8 05.4(2).

9
10 **1-05.19 Stockpiling of Materials and Construction Office**

11 *(February 1, 2017 CON GSP)*

New

12
13 Add the following new section:

14
15 This Contract **does not** provide for an onsite location for the Contractor to stockpile
16 materials and/or a construction office (staging). If the Contractor requires staging on
17 private property, it shall be the Contractor's responsibility to secure all private
18 property rights for staging at the Contractor's expense. If approved by the City, City
19 Right of Way may be utilized for location of staging. Contractor shall propose
20 location, methods of securing the site, and site restoration to the City for
21 consideration. Selected Right of Way locations shall not impede traffic at any time.
22 The Contractor may utilize the construction work zone within the City's Right of Way
23 for staging as long as such staging does not impede the normal flow of traffic outside
24 that caused by construction activity associated with the work.

25
26
27 **SECTION 1-06, CONTROL OF MATERIALS**

28
29 **1-06.1 Approval of Materials Prior to Use**

30 *(February 1, 2017 CON GSP)*

Supplement

31
32 This Section is supplemented with the following:

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

47
48 Submittals required for the Work shall include any or all of the following, as required
49 by the Contract:

- 50
51 a. Manufacturer's literature

- 1 b. Shop drawings
- 2 c. Material samples
- 3 d. Test reports

4

5 **Timing of Product Submittals**

6 All submittal information shall be sent to the Engineer through the Contractor.

7

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

10

11 The Contractor shall allow at least 14 calendar days for the Engineer's review of all
12 submittals.

13

14 **Number of Submittals**

15 The Contractor shall submit four (min.) copies of each QPL and RAM submittal. One
16 (min.) copy will be returned to the Contractor and three (min.) will be retained by the
17 Contracting Agency and Engineer. In lieu of submitting paper copies the Contractor
18 may submit QPLs and RAMs electronically.

19

20 **Resubmittals**

21 When a submittal is resubmitted for any reason, it shall be resubmitted referencing
22 the previous RAM # and the number of times it has been resubmitted (RAM # - times
23 resubmitted).

24

25 **Delays**

26 All costs of delays caused by the failure of the Contractor to provide submittals in a
27 timely manner will be borne by the Contractor.

28

29 **Payment**

30 The cost to prepare and submit submittals, equipment manuals, testing, and
31 materials samples shall be included in the bid prices for various items associated
32 with the required submittals.

33

34 **1-06.1(2) Request for Approval of Material (RAM)**

35 (February 1, 2017 CON GSP)

Supplement

36

37 This Section is supplemented with the following:

38

39 **Submittal Information**

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

45

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

48

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

1
2 All shop drawings shall bear the Contractor's certification that the Contractor has
3 reviewed, checked, and approved the shop drawings.
4

5 **1-06.2(1) Samples and Test for Acceptance**
6 (February 1, 2017 CON GSP)

Supplement

7
8 This Section is supplemented with the following:
9

10 The Contractor shall be responsible for all materials testing specified in the Contract
11 Provisions. The materials testing laboratory shall be accredited for performing the
12 various testing methods either by AASHTO R18, AASHTO 150/IEC 17025, or the
13 American Association for Laboratory Accreditation and further approved by the
14 Contracting Agency. Test methods shall be completed in accordance with the current
15 WSDOT Standard Specifications and Construction Manual. The Engineer or the
16 Inspector shall specify the items or areas to be tested. The materials testing
17 laboratory shall send test results directly to the Contracting Agency. Any area that
18 does not meet the material gradation and/or compaction test requirements shall be
19 repaired/replaced at the Contractor's expense. Areas that do not meet compaction
20 test requirements shall be retested at the Contractor's expense. Locations for testing
21 and retesting shall be selected and marked by the Engineer.
22

23 The maximum density and optimum moisture content methods shall be in
24 accordance with the Contract Provisions. The frequency and type of testing the
25 Contractor shall provide is listed below:
26

27 **Earthwork**

Item	Test	Testing Frequency
Subgrades	In Place Density ⁽³⁾	One test per lift per 2,500 sq. ft.
	Moisture Density Relationship (Modified Proctor)	One test and any time material type changes.
Embankments or Borrows	In Place Density ⁽³⁾	One test per lift per 500 cubic yards placed

30
31 **Aggregate Materials**
32

Item	Test	Testing Frequency
Crushed Surfacing Top Course	Gradation, SE and Fracture	One per each material source.
	Density ⁽¹⁾	One test on every lift on material placed at a frequency of 250 square yards of completed area.
	Moisture Density Relationship (Modified Proctor)	One test and any time material type changes.

Gravel Backfill for Walls	Gradation and SE	One for each material source
	Density	One for every 100 feet of wall and every 2 feet in depth of material.

1
2
3
4

Hot Mix Asphalt

Item	Test	Testing Frequency
HMA	Rice Density, Gradation and	1 – 800 TN. ⁽⁴⁾
	Compaction ⁽¹⁾	1 – 80 TN.

5
6
7
8

Hot Mix Asphalt Aggregate

Item	Test	Testing Frequency
Aggregate	SE, Fracture Uncompacted Void Content of Fine	1 – 1,600 TN.
Blend Sand	SE	1 - Project
Mineral Filler	Sp. G and PI	Certificate

9
10

- (1) All acceptance tests shall be conducted from in-place samples.
- (2) Additional tests shall be conducted when variations occur due to the Contractor’s operations, weather conditions, site conditions, etc.
- (3) All compaction shall be in accordance with the Compaction Control Test of Section 2-03.3(14)D. The nuclear densometer, if properly calibrated, may be used for the required testing frequency and procedures. The densometer shall be calibrated and is recommended for use when the time for complete results becomes critical.
- (4) A minimum of three samples, on a random basis, shall be taken and tested.

Payment

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

1-06.1(4) Fabrication Inspection Expense

(June 27, 2011 APWA GSP) *Deletion*

Delete this section in its entirety.

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP) *Deletion*

31
32
33
34

1 Delete this section, including its subsections, and replace it with the following:
2

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

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

15 **SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC** 16

17 **1-07.1 Laws to be Observed**

18 *(October 1, 2005 APWA GSP)*

Supplement

19 This Section is supplemented with the following:
20

21 In cases of conflict between different safety regulations, the more stringent regulation
22 shall apply.
23

24 The Washington State Department of Labor and Industries shall be the sole and
25 paramount administrative agency responsible for the administration of the provisions of
26 the Washington Industrial Safety and Health Act of 1973 (WISHA).
27

28 The Contractor shall maintain at the project site office, or other well-known place at the
29 project site, all articles necessary for providing first aid to the injured. The Contractor
30 shall establish, publish, and make known to all employees, procedures for ensuring
31 immediate removal to a hospital, or doctor's care, persons, including employees, who
32 may have been injured on the project site. Employees should not be permitted to work
33 on the project site before the Contractor has established and made known procedures
34 for removal of injured persons to a hospital or a doctor's care.
35

36 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of
37 the Contractor's plant, appliances, and methods, and for any damage or injury resulting
38 from their failure, or improper maintenance, use, or operation. The Contractor shall be
39 solely and completely responsible for the conditions of the project site, including safety
40 for all persons and property in the performance of the work. This requirement shall
41 apply continuously, and not be limited to normal working hours. The required or implied
42 duty of the Engineer to conduct construction review of the Contractor's performance
43 does not, and shall not, be intended to include review and adequacy of the Contractor's
44 safety measures in, on, or near the project site.
45

46 **1-07.2 State Taxes**

47 Delete this section, including its sub-sections, in its entirety and replace it with the
48 following:
49
50
51

1 **1-07.2 State Sales Tax**
2 *(June 27, 2011 APWA GSP)*

Replacement

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

9
10 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
11 contract amounts. In some cases, however, state retail sales tax will not be
12 included. Section 1-07.2(2) describes this exception.

13
14 The Contracting Agency will pay the retained percentage (or release the Contract
15 Bond if a FHWA-funded Project) only if the Contractor has obtained from the
16 Washington State Department of Revenue a certificate showing that all contract-
17 related taxes have been paid (RCW 60.28.051). The Contracting Agency may
18 deduct from its payments to the Contractor any amount the Contractor may owe the
19 Washington State Department of Revenue, whether the amount owed relates to this
20 contract or not. Any amount so deducted will be paid into the proper State fund.

21
22 **1-07.2(1) State Sales Tax — Rule 171**

23
24 WAC 458-20-171, and its related rules, apply to building, repairing, or improving
25 streets, roads, etc., which are owned by a municipal corporation, or political
26 subdivision of the state, or by the United States, and which are used primarily for foot
27 or vehicular traffic. This includes storm or combined sewer systems within and
28 included as a part of the street or road drainage system and power lines when such
29 are part of the roadway lighting system. For work performed in such cases, the
30 Contractor shall include Washington State Retail Sales Taxes in the various unit bid
31 item prices, or other contract amounts, including those that the Contractor pays on
32 the purchase of the materials, equipment, or supplies used or consumed in doing the
33 work.

34
35 **1-07.2(2) State Sales Tax — Rule 170**

36
37 WAC 458-20-170, and its related rules, apply to the constructing and repairing of
38 new or existing buildings, or other structures, upon real property. This includes, but
39 is not limited to, the construction of streets, roads, highways, etc., owned by the state
40 of Washington; water mains and their appurtenances; sanitary sewers and sewage
41 disposal systems unless such sewers and disposal systems are within, and a part of,
42 a street or road drainage system; telephone, telegraph, electrical power distribution
43 lines, or other conduits or lines in or above streets or roads, unless such power lines
44 become a part of a street or road lighting system; and installing or attaching of any
45 article of tangible personal property in or to real property, whether or not such
46 personal property becomes a part of the realty by virtue of installation.

47
48 For work performed in such cases, the Contractor shall collect from the Contracting
49 Agency, retail sales tax on the full contract price. The Contracting Agency will
50 automatically add this sales tax to each payment to the Contractor. For this reason,

1 the Contractor shall not include the retail sales tax in the unit bid item prices, or in
2 any other contract amount subject to Rule 170, with the following exception.

3
4 Exception: The Contracting Agency will not add in sales tax for a payment the
5 Contractor or a subcontractor makes on the purchase or rental of tools, machinery,
6 equipment, or consumable supplies not integrated into the project. Such sales taxes
7 shall be included in the unit bid item prices or in any other contract amount.

8
9 **1-07.2(3) Services**

10
11 The Contractor shall not collect retail sales tax from the Contracting Agency on any
12 contract wholly for professional or other services (as defined in Washington State
13 Department of Revenue Rules 138 and 244).

14
15 **1-07.6 Permits and Licenses**

16 *(February 1, 2017 CON GSP)*

Supplement

17
18 Supplement this Section with the following:

19
20 The Contracting Agency has obtained the following permits for this Project

- 21
22
 - None

23
24 All other permits, licenses, inspections, etc., which may be required, shall be
25 obtained and paid for by the Contractor. The Contractor shall ensure that all
26 necessary permits are obtained, and is responsible for reviewing all permits to
27 become familiar with the requirements.

28
29 The Contractor and all subcontractors of any tier must obtain a City of Newcastle
30 Business License (Contractor).

31
32 Other permits and licenses that the Contractor must obtain and comply with, as
33 applicable, include, but are not limited to:

- 34
35
 - None

36
37 The Contractor is cautioned to review all permits and other Contract Documents, and
38 schedule the work activities appropriately to complete the work within the number of
39 days stated in the Special Provisions. No additional compensation or extensions to
40 time will be granted to the Contractor due to the time constraints imposed by such
41 documents. The Contractor shall assume all responsibility for meeting all
42 requirements of all permits.

43
44 Any fines or penalties incurred by Contracting Agency for not meeting state water
45 quality standards and/or lack of stormwater pollution prevention on this Project shall
46 be deducted from monies otherwise due to Contractor. Any fines assessed directly
47 to Contractor shall be paid directly to the fining authority, at the Contractor's own
48 cost.

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

2 *(January 3, 2020 APWA GSP)*

Replacement

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 Paid" and
8 Certified Payrolls, including a signed Statement of Compliance for Federal-aid
9 projects, shall be submitted to the Engineer and the State L&I online Prevailing
10 Wage Intent & Affidavit (PWIA) system.

11
12 **Intentions and Affidavits**

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

- 16
17 1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form
18 number F700-029-000. The Contracting Agency will make no payment under
19 this Contract until this statement has been approved by State L&I and
20 reviewed by the Engineer.
- 21
22 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number
23 F700-007-000. The Contracting Agency will not grant Completion until all
24 approved Affidavit of Wages paid for the Contractor and all Subcontractors
25 have been received by the Engineer. The Contracting Agency will not release
26 to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of
27 Prevailing Wages Paid" forms have been approved by State L&I and all of the
28 approved forms have been submitted to the Engineer for every firm that
29 worked on the Contract.

30
31 The Contractor is responsible for requesting these forms from State L&I and for
32 paying any fees required by State L&I.

33
34 **Certified Payrolls**

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

38
39 **Penalties for Noncompliance**

40 The Contractor is advised, if these payrolls are not supplied within the prescribed
41 deadlines, any or all payments may be withheld until compliance is achieved. In
42 addition, failure to provide these payrolls may result in other sanctions as provided
43 by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

44
45
46 **1-07.16 Protection and Restoration of Property**

47
48 **1-07.16(1) Private/Public Property**

49 *(February 1, 2017 CON GSP)*

Supplement

1 Supplement this Section with the following:
2

3 The Contractor's work shall be confined to the Contracting Agency's premises,
4 including easements, rights of entry and construction permit limits. The Contractor
5 shall not enter upon or place materials on other property except by written consent of
6 the individual owners and shall hold Owner harmless from all suits and actions of
7 every kind and description that might result from the Contractor's use of property.
8 The Contractor shall furnish, to the Owner, the written consent from the property
9 owner(s) to use the property and a written release from the property owner(s) upon
10 vacation of said property.

11 Contractor shall provide and maintain access to and from the Right of Way.
12

13 Contractor shall comply with all conditions of the project easements. Easement
14 documents are located in the Appendices. Contractor shall indemnify Owner from
15 claims on all easements and rights of entry. All other access rights outside the limits
16 identified on the plans, will be the Contractor's responsibility to negotiate and obtain
17 at the Contractor's expense.
18

19 Contractor shall restore all property within the temporary easements or rights of entry
20 to its original condition or as indicated in the plans and specifications.
21

22 Only equipment with rubber tires or smooth tracks will be allowed on the finished
23 roads or road surfaces which are not to be reconstructed as a part of this project.
24 Tracks with cleats or other devices which damage the road surfacing will not be
25 allowed. All outriggers shall be equipped with street pads.
26

27 Any additional costs due to delays or restrictions due to the construction within the
28 Right-of-Way and furnishing access to adjacent property owners shall be considered
29 incidental to the project, and shall also be merged in the respective unit and lump
30 sum prices Bid.
31

32 **1-07.16(1)A Garbage Service**

33 *(February 1, 2017 CON GSP)*

New

34 Add the following new section:
35

36 The Contractor shall be responsible for and coordinating with the respective
37 agency for garbage pick-up. Services shall not be interrupted. If necessary,
38 Contractor shall be responsible for moving private garbage cans to and from
39 any temporary pick up location. Below is contact information for garbage
40 service:
41
42
43

Waste Management http://wmnorthwest.com/newcastle/index.html (800) 592-9995

44 **1-07.17 Utilities and Similar Facilities**

45 *(February 1, 2017 CON GSP)*

New

1 Supplement this section with the following:
2

3 Unless otherwise noted on the Plans, locations and dimensions shown in the Plans
4 are for existing facilities in accordance with available information obtained without
5 uncovering, measuring, or other verification. Other aboveground or underground
6 facilities not shown on the Plans may be encountered during the course of the work.
7

8 The Contractor is warned that there may be utilities on the project that are not part
9 of the One Number Locator Service system, this includes the City of Newcastle.
10 The City of Newcastle maintains storm sewers within the City limits. The Contractor
11 must contact utilities that are not part of the One Call system for locations.
12

13 The Contractor shall attend a mandatory utility preconstruction meeting with the
14 Engineer, all affected subcontractors, and all utility owners and their Contractors
15 prior to beginning onsite Work.
16

17 The following utility companies known to have facilities within the project limits or
18 will be adjusting, relocating, replacing or constructing utilities within the project limits
19 are supplied for the Contractor's use:
20

21 Puget Sound Energy (Electric & Gas)

22 Andy Swayne
23 Andy.swayne@pse.com
24 (425) 462-3852
25

26 Comcast (Telecommunications)

27 Aaron Cantrel
28 Aaron_Cantrel@cable.comcast.com
29 (253) 864-4281
30

31 Century Link (Telecommunications)

32 Jesse Patjens
33 Jesse.Patjens@CenturyLink.com
34 (206) 733-8591
35

36 Coal Creek Utility District (Water & Sewer)

37 Patrick Martin
38 patrick@ccud.org
39 (206) 255-1961
40

41 **Other Notifications**
42

43 Service Area Turn Off: All service area turn off notices must be distributed to
44 affected parties two working days in advance of any scheduled shut off.
45

46 Slurry Seal Application Notification: The Contractor shall contact all property
47 owners and tenants in the vicinity of this project, via mailing, a minimum of one
48 (1) week prior to start of construction and again with minimum of twenty-four
49 (24) hours prior to slurry seal activities. The Contractor shall submit a draft of
50 the property owner notification for approval prior to the notices being distributed.

1 The Contractor shall distribute the **approved** door hangers to all property
2 owners that will be impacted by their work.

3
4 Restricted Access to Residences: If during the course of the construction it
5 becomes necessary to restrict access to residences, it shall be the Contractor's
6 responsibility to notify the affected residents not less than twenty-four hours in
7 advance of the restricted access. Residential access restrictions will only be
8 allowed during the hours of **8:00 AM and 5:00 PM Monday through Friday**.
9 Access to businesses shall not be restricted.

10
11 Entry onto Private Property: Each property owner shall be given two working
12 days advance Written Notice prior to entry by the Contractor.

13
14 Postal Delivery: The Contractor is responsible for notifying the USPS
15 Postmaster, UPS and FEDEX a minimum of five (5) working days in advance of
16 closing and opening of streets or performing any activity which may affect the
17 department functions.

18
19 Solid Waste: The Contractor shall schedule all slurry seal and sweeping
20 activities around the regular solid waste collection days. The Contractor is
21 responsible for notifying the Waste Management a minimum of five (5) working
22 days in advance of closing and opening of streets.

23
24 Newcastle Police, Bellevue Fire & Public Works Department: The Contractor is
25 responsible for notifying the Newcastle Police, Bellevue Fire and Public Works
26 Departments at least twenty-four (24) hours in advance of closing and opening
27 of streets or performing any activity which may affect the department functions.

28
29 Survey Monuments: When proposed pavement removal is close to existing
30 survey monumentation, or proposed pavement removal includes existing
31 survey monumentation, the Contractor shall provide a minimum 4 Working
32 Days advance notice to the Engineer to allow survey crews to tie the
33 monument out and reset the monument after pavement installation.

34
35 **1-07.18 Public Liability and Property Damage Insurance**

36
37 Delete this section in its entirety, and replace it with the following:

38
39 **1-07.18 Insurance**
40 *(January 4, 2016 APWA GSP)*

41
42 **1-07.18(1) General Requirements**

- 43
44 A. The Contractor shall procure and maintain the insurance described in all
45 subsections of section 1-07.18 of these Special Provisions, from insurers with
46 a current A. M. Best rating of not less than A-: VII and licensed to do business
47 in the State of Washington. The Contracting Agency reserves the right to
48 approve or reject the insurance provided, based on the insurer's financial
49 condition.

- 1 B. The Contractor shall keep this insurance in force without interruption from the
2 commencement of the Contractor's Work through the term of the Contract
3 and for thirty (30) days after the Physical Completion date, unless otherwise
4 indicated below.
- 5
- 6 C. If any insurance policy is written on a claims made form, its retroactive date,
7 and that of all subsequent renewals, shall be no later than the effective date
8 of this Contract. The policy shall state that coverage is claims made, and
9 state the retroactive date. Claims-made form coverage shall be maintained
10 by the Contractor for a minimum of 36 months following the Completion Date
11 or earlier termination of this Contract, and the Contractor shall annually
12 provide the Contracting Agency with proof of renewal. If renewal of the
13 claims made form of coverage becomes unavailable, or economically
14 prohibitive, the Contractor shall purchase an extended reporting period ("tail")
15 or execute another form of guarantee acceptable to the Contracting Agency
16 to assure financial responsibility for liability for services performed.
- 17
- 18 D. The Contractor's Automobile Liability, Commercial General Liability and
19 Excess or Umbrella Liability insurance policies shall be primary and non-
20 contributory insurance as respects the Contracting Agency's insurance, self-
21 insurance, or self-insured pool coverage. Any insurance, self-insurance, or
22 self-insured pool coverage maintained by the Contracting Agency shall be
23 excess of the Contractor's insurance and shall not contribute with it.
- 24
- 25 E. The Contractor shall provide the Contracting Agency and all additional
26 insureds with written notice of any policy cancellation, within two business
27 days of their receipt of such notice.
- 28
- 29 F. The Contractor shall not begin work under the Contract until the required
30 insurance has been obtained and approved by the Contracting Agency
- 31
- 32 G. Failure on the part of the Contractor to maintain the insurance as required
33 shall constitute a material breach of contract, upon which the Contracting
34 Agency may, after giving five business days' notice to the Contractor to
35 correct the breach, immediately terminate the Contract or, at its discretion,
36 procure or renew such insurance and pay any and all premiums in connection
37 therewith, with any sums so expended to be repaid to the Contracting Agency
38 on demand, or at the sole discretion of the Contracting Agency, offset against
39 funds due the Contractor from the Contracting Agency.
- 40
- 41 H. All costs for insurance shall be incidental to and included in the unit or lump
42 sum prices of the Contract and no additional payment will be made.

43
44 **1-07.18(2) Additional Insured**

45
46 All insurance policies, with the exception of Workers Compensation, and of
47 Professional Liability and Builder's Risk (if required by this Contract) shall name the
48 following listed entities as additional insured(s) using the forms or endorsements
49 required herein:
50

- 1 ▪ the City of Newcastle and its officers, elected officials, employees, agents,
2 and volunteers

3
4 The above-listed entities shall be additional insured(s) for the full available limits of
5 liability maintained by the Contractor, irrespective of whether such limits maintained
6 by the Contractor are greater than those required by this Contract, and irrespective
7 of whether the Certificate of Insurance provided by the Contractor pursuant to 1-
8 07.18(4) describes limits lower than those maintained by the Contractor.

9
10 For Commercial General Liability insurance coverage, the required additional insured
11 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing
12 operations and CG 20 37 10 01 for completed operations.

13 14 **1-07.18(3) Subcontractors**

15
16 The Contractor shall cause each Subcontractor of every tier to provide insurance
17 coverage that complies with all applicable requirements of the Contractor-provided
18 insurance as set forth herein, except the Contractor shall have sole responsibility for
19 determining the limits of coverage required to be obtained by Subcontractors.

20
21 The Contractor shall ensure that all Subcontractors of every tier add all entities listed
22 in 1-07.18(2) as additional insureds, and provide proof of such on the policies as
23 required by that section as detailed in 1-07.18(2) using an endorsement as least as
24 broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for
25 completed operations.

26
27 Upon request by the Contracting Agency, the Contractor shall forward to the
28 Contracting Agency evidence of insurance and copies of the additional insured
29 endorsements of each Subcontractor of every tier as required in 1-07.18(4)
30 Verification of Coverage.

31 32 **1-07.18(4) Verification of Coverage**

33
34 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance
35 and endorsements for each policy of insurance meeting the requirements set forth
36 herein when the Contractor delivers the signed Contract for the work. Failure of
37 Contracting Agency to demand such verification of coverage with these insurance
38 requirements or failure of Contracting Agency to identify a deficiency from the
39 insurance documentation provided shall not be construed as a waiver of Contractor's
40 obligation to maintain such insurance.

41
42 Verification of coverage shall include:

- 43 1. An ACORD certificate or a form determined by the Contracting Agency to be
44 equivalent.
- 45 2. Copies of all endorsements naming Contracting Agency and all other entities
46 listed in 1-07.18(2) as additional insured(s), showing the policy number. The
47 Contractor may submit a copy of any blanket additional insured clause from
48 its policies instead of a separate endorsement.
- 49 3. Any other amendatory endorsements to show the coverage required herein.
- 50 4. A notation of coverage enhancements on the Certificate of Insurance shall
51 not satisfy these requirements – actual endorsements must be submitted.

1
2 Upon request by the Contracting Agency, the Contractor shall forward to the
3 Contracting Agency a full and certified copy of the insurance policy(s). If Builders
4 Risk insurance is required on this Project, a full and certified copy of that policy is
5 required when the Contractor delivers the signed Contract for the work.
6

7 **1-07.18(5) Coverages and Limits**
8

9 The insurance shall provide the minimum coverages and limits set forth below.
10 Contractor's maintenance of insurance, its scope of coverage, and limits as required
11 herein shall not be construed to limit the liability of the Contractor to the coverage
12 provided by such insurance, or otherwise limit the Contracting Agency's recourse to
13 any remedy available at law or in equity.
14

15 All deductibles and self-insured retentions must be disclosed and are subject to
16 approval by the Contracting Agency. The cost of any claim payments falling within
17 the deductible or self-insured retention shall be the responsibility of the Contractor.
18 In the event an additional insured incurs a liability subject to any policy's deductibles
19 or self-insured retention, said deductibles or self-insured retention shall be the
20 responsibility of the Contractor.
21

22 **1-07.18(5)A Commercial General Liability**
23

24 Commercial General Liability insurance shall be written on coverage forms at least
25 as broad as ISO occurrence form CG 00 01, including but not limited to liability
26 arising from premises, operations, stop gap liability, independent contractors,
27 products-completed operations, personal and advertising injury, and liability
28 assumed under an insured contract. There shall be no exclusion for liability arising
29 from explosion, collapse or underground property damage.
30

31 The Commercial General Liability insurance shall be endorsed to provide a per
32 project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent
33 endorsement.
34

35 Contractor shall maintain Commercial General Liability Insurance arising out of the
36 Contractor's completed operations for at least three years following Substantial
37 Completion of the Work.
38

39 Such policy must provide the following minimum limits:

- 40 \$1,000,000 Each Occurrence
- 41 \$2,000,000 General Aggregate
- 42 \$2,000,000 Products & Completed Operations Aggregate
- 43 \$1,000,000 Personal & Advertising Injury each offence
- 44 \$1,000,000 Stop Gap / Employers' Liability each accident

45
46 **1-07.18(5)B Automobile Liability**
47

48 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and
49 shall be written on a coverage form at least as broad as ISO form CA 00 01. If the

1 work involves the transport of pollutants, the automobile liability policy shall include
2 MCS 90 and CA 99 48 endorsements.

3
4 Such policy must provide the following minimum limit:
5 \$1,000,000 Combined single limit each accident

6
7 **1-07.18(5)C Workers' Compensation**

8
9 The Contractor shall comply with Workers' Compensation coverage as required by
10 the Industrial Insurance laws of the State of Washington.

11
12 **1.07.23 Public Convenience and Safety**

13 *(February 1, 2017 CON GSP)*

Supplement

14
15 Supplement this section with the following:

16
17 The Contractor shall notify all property owners and tenants of street and alley
18 closures, or other restrictions which may interfere with their access. Notification shall
19 be at least (1) week prior to start of construction and again with minimum of twenty-
20 four (24) hours prior to slurry seal activities advance of such restrictions. When an
21 existing access is to be eliminated and replaced under the Contract by other access,
22 the existing access shall not be closed until the replacement access is available.

23
24 The Contractor shall contact all property owners and tenants in the vicinity of this
25 project, via mailing, a minimum of one (1) week prior to start of construction and
26 again with minimum of twenty-four (24) hours prior to slurry seal activities. The
27 Contractor shall submit a draft of the property owner notification for approval prior to
28 posting/ mailing.

29
30 Emergency traffic, such as police, fire, and disaster units, shall be provided access at
31 all times. In addition, the Contractor shall coordinate Contractor activities with all
32 disposal firms, school bus service, and transit bus service that may be operating in
33 the project area.

34
35 No driveway may be closed without prior approval of the Owner, project supervisor,
36 or Engineer unless written authority has been given by the affected property owner.
37 The Contractor shall be responsible for notifying the affected property owners 1-
38 week and again a minimum 24 -hours in advance of scheduled interruptions to
39 access.

40
41 All unattended excavations shall be properly covered, barricaded, or fenced. Any
42 asphalt concrete pavement, crushed surfacing, gravel base, or water, required for
43 maintaining traffic during the project, shall be placed by the Contractor immediately
44 upon request by the Contracting Agency. Steel plates will be allowed if approved by
45 Engineer, and must be secured and supported properly, pinned, shimmed, welded,
46 and cold mix asphalt transitions added to prevent movement and provide smooth
47 transitions.

48
49 The Contractor shall be responsible for controlling dust and mud within the project
50 limits, and for cleaning all surfaced roadways affected by the Work. Contractor shall

1 clean up on a daily basis all refuse, rubbish, scrap material and debris caused by the
2 work, to the end that, at all times, the site of the work shall present a neat, orderly
3 and workmanlike appearance. Flushing shall not be used. The costs for such dust
4 and mud control and cleaning shall be incidental to the Contract, and no separate
5 payment will be made. In the event Contractor fails to conform to these
6 requirements, Owner shall have the right to have the work done by others and the
7 cost shall be deducted from moneys otherwise due to Contractor.

8
9 The Contractor may request the Engineer to shut down a traffic signal with 48 hours
10 advanced notice.

11
12 Pedestrian Control and Protection

13 When the work area encroaches upon a sidewalk, walkway or crosswalk area,
14 special consideration must be given to pedestrian safety. Maximum effort must be
15 made to separate pedestrians from the work area. Protective barricades, fencing,
16 pathways, and bridges, together with warning and guidance devices and signs, shall
17 be utilized so that the passageway for pedestrians is safe and well-defined.

18 Whenever pedestrian walkways are provided across excavations, they shall be
19 provided with suitable handrails. Footbridges shall be safe, strong, free of bounce
20 and sway, have a slip-resistant coating, and be free of cracks, holes, and
21 irregularities that could cause tripping. Ramps shall be provided at the

22 entrance and exit of all raised footbridges, again to prevent tripping. Illumination and
23 reflectorization to the levels and uniformity specified on Exhibit 1040-25 of the
24 WSDOT Design Manual shall be provided during hours of darkness. All walkways
25 shall be maintained with at least 5 feet clear width, if possible, or 4 feet clear width
26 with 5 foot passing zones as specified below.

27 Where walks are closed by construction, an alternate walkway shall be provided.

28 Where it is necessary to divert pedestrians into the roadway, jersey-style barricades
29 shall be provided to separate the pedestrian walkway from the adjacent vehicular
30 traffic lane. At no time shall pedestrians be diverted into a portion of a street used
31 concurrently by moving vehicular traffic. At locations where adjacent alternate
32 walkways cannot be provided, appropriate signs shall be posted at the limits of
33 construction and in advance of the closure at the nearest crosswalk or intersection to
34 divert pedestrians across the street.

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

39
40 **1-07.23(1) Construction Under Traffic**
41 *(February 1, 2017 CON GSP)*

Supplement

42
43 Supplement this section with the following:
44

1 The Contractor shall be responsible for proper notification to and coordination
2 with all school districts, police and fire departments, U.S. mail, and all other
3 persons or agencies which provide public service types of business (refuse, etc.)
4 which will be affected by this project, and written notification shall be given at
5 least one (1) week in advance of construction. It shall be the Contractor's
6 responsibility to keep the school district and fire departments and others fully
7 advised of his construction progress, any required detours, and also the time of
8 completion of the project.

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

13
14 Lane closures are not allowed on any of the following:

- 15 1. A holiday;
- 16
- 17 2. A holiday weekend: holidays that occur on Friday, Saturday, Sunday or
18 Monday are considered a holiday weekend. A holiday weekend includes
19 Saturday, Sunday, and the holiday;
- 20
- 21 3. After 3:00 pm on the day prior to a holiday or holiday weekend; and,
- 22
- 23 4. Before 10:00 am on the day after the holiday or holiday weekend.
- 24
- 25 5. Anything more than single lane restrictions shall be limited to the hours
26 between 9:00 a.m. to 3:00 p.m., unless otherwise approved by the City
27 Engineer.
- 28

29 *(January 2, 2012 WSDOT GSP)*

Supplement

30 **Work Zone Clear Zone**

31
32 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours.
33 The WZCZ applies only to temporary roadside objects introduced by the Contractor's
34 operations and does not apply to preexisting conditions or permanent Work. Those
35 work operations that are actively in progress shall be in accordance with adopted
36 and approved Traffic Control Plans, and other contract requirements.

37
38 During nonworking hours equipment or materials shall not be within the WZCZ
39 unless they are protected by permanent guardrail or temporary concrete barrier. The
40 use of temporary concrete barrier shall be permitted only if the Engineer approves
41 the installation and location.

42
43 During actual hours of work, unless protected as described above, only materials
44 absolutely necessary to construction shall be within the WZCZ and only construction
45 vehicles absolutely necessary to construction shall be allowed within the WZCZ or
46 allowed to stop or park on the shoulder of the roadway.

47
48 The Contractor's nonessential vehicles and employees private vehicles shall not be
49 permitted to park within the WZCZ at any time unless protected as described above.
50 Deviation from the above requirements shall not occur unless the Contractor has
51 requested the deviation in writing and the Engineer has provided written approval.

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

3
4 **Minimum Work Zone Clear Zone Distance**

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30
* or 2-feet beyond the outside edge of sidewalk	

5
6 *(January 5, 2015 WSDOT GSP)* *Supplement*

7
8 Lane closures are subject to the following restrictions.

- 9
10
 - Arterial streets: 9:00 a.m. to 3:30 p.m.
 - Residential Streets 7:00 a.m. to 5:00 p.m.

11
12
13 If the Engineer determines the permitted closure hours adversely affect traffic, the
14 Engineer may adjust the hours accordingly. The Engineer will notify the Contractor
15 in writing of any change in the closure hours.

16
17 Lane closures are not allowed on any of the following:

- 18
19
 1. A holiday,
 - 20
21 2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or
22 Monday are considered a holiday weekend. A holiday weekend includes
23 Saturday, Sunday, and the holiday, and
 - 24
25 3. After 3:00 p.m. on the day prior to a holiday or holiday weekend

26
27 **1-07.24 Rights of Way** *Replacement*
28 *(July 23, 2015 APWA GSP)*

29
30 Delete this section and replace it with the following:

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

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

40
41 Whenever any of the work is accomplished on or through property other than public
42 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of

1 any easement agreement obtained by the Contracting Agency from the owner of the
2 private property. Copies of the easement agreements may be included in the
3 Contract Provisions or made available to the Contractor as soon as practical after
4 they have been obtained by the Engineer.

5
6 Whenever easements or rights of entry have not been acquired prior to advertising,
7 these areas are so noted in the Plans. The Contractor shall not proceed with any
8 portion of the work in areas where right of way, easements or rights of entry have not
9 been acquired until the Engineer certifies to the Contractor that the right of way or
10 easement is available or that the right of entry has been received. If the Contractor
11 is delayed due to acts of omission on the part of the Contracting Agency in obtaining
12 easements, rights of entry or right of way, the Contractor will be entitled to an
13 extension of time. The Contractor agrees that such delay shall not be a breach of
14 contract.

15
16 Each property owner shall be given 48 hours notice prior to entry by the Contractor.
17 This includes entry onto easements and private property where private
18 improvements must be adjusted.

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

34 35 36 **SECTION 1-08, PROSECUTION AND PROGRESS**

37
38 Add the following new section:

39
40 **1-08.0 Preliminary Matters**
41 *(May 25, 2006 APWA GSP)*

New

42
43 **1-08.0(1) Preconstruction Conference**
44 *(October 10, 2008 APWA GSP)*

New

45
46 Prior to the Contractor beginning the work, a preconstruction conference will be
47 held between the Contractor, the Engineer and such other interested parties as
48 may be invited. The purpose of the preconstruction conference will be:

- 49
50 1. To review the initial progress schedule;

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

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

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

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

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.

- 1 4. If a 4-10 work schedule is requested and approved the non working day for
2 the week will be charged as a working day.
3 5. If Davis Bacon wage rates apply to this Contract, all requirements must be
4 met and recorded properly on certified payroll
5

6 **1-08.1 Subcontracting**

7 *(May 30, 2019 APWA GSP, Option B)*

Deletion

8
9 Delete the ninth paragraph, beginning with “On all projects, the Contractor shall
10 certify...”.

11
12
13 **1-08.3(2) A Type A Progress Schedule**

14 *(March 13, 2012 APWA GSP)*

Modification

15
16 Revise this section to read:

17
18 The Contractor shall submit 2 copies of a Type A Progress Schedule no later
19 than at the preconstruction conference, or some other mutually agreed upon
20 submittal time. The schedule may be a critical path method (CPM) schedule, bar
21 chart, or other standard schedule format. Regardless of which format used, the
22 schedule shall identify the critical path. The Engineer will evaluate the Type A
23 Progress Schedule and approve or return the schedule for corrections within 15
24 calendar days of receiving the submittal.
25

26 **1-08.3(3) Schedule Updates**

27 *(February 1, 2017 CON GSP)*

Supplement

28
29 Supplement this section with the following:

30
31 If the critical path is impacted, the Contractor shall update the complete project
32 schedule once per month and shall submit the updated schedule no later than
33 the progress payment period cut-off date.
34

35 **1-08.4 Prosecution of Work**

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

38
39 **1-08.4 Notice to Proceed and Prosecution of Work**

40 *(July 23, 2015 APWA GSP)*

Modification

41
42 Notice to Proceed will be given after the contract has been executed and the contract
43 bond and evidence of insurance have been approved and filed by the Contracting
44 Agency. The Contractor shall not commence with the work until the Notice to
45 Proceed has been given by the Engineer. The Contractor shall commence
46 construction activities on the project site within ten days of the Notice to Proceed
47 Date, unless otherwise approved in writing. The Contractor shall diligently pursue
48 the work to the physical completion date within the time specified in the contract.
49 Voluntary shutdown or slowing of operations by the Contractor shall not relieve the
50 Contractor of the responsibility to complete the work within the time(s) specified in
51 the contract.

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

10
11 **1-08.5 Time for Completion**

12 *(August 14, 2013 APWA GSP, Option A)*

Modification

13
14 Revise the third and fourth paragraphs to read:

15
16 Contract time shall begin on the first working day following the Notice to Proceed
17 Date.

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

36
37 Revise the sixth paragraph to read:

38
39 The Engineer will give the Contractor written notice of the completion date of the
40 contract after all the Contractor's obligations under the contract have been performed
41 by the Contractor. The following events must occur before the Completion Date can
42 be established:

- 43 1. The physical work on the project must be complete; and
44 2. The Contractor must furnish all documentation required by the contract and
45 required by law, to allow the Contracting Agency to process final acceptance
46 of the contract. The following documents must be received by the Project
47 Engineer prior to establishing a completion date:
48 a. Certified Payrolls (per Section 1-07.9(5)).
49 b. Material Acceptance Certification Documents

- c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
- d. Final Contract Voucher Certification
- e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
- f. Property owner releases per Section 1-07.24

1-08.9 Liquidated Damages
(August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

SECTION 1-09, MEASUREMENT AND PAYMENT

1-09.2(1) General Requirements for Weighing Equipment
(July 23, 2015 APWA GSP, Option 2)

Modification

Revise item 4 of the fifth paragraph to read:

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

1-09.6 Force Account
(October 10, 2008 APWA GSP)

Supplement

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

1-09.9 Payments
(March 13, 2012 APWA GSP)

Modification

1
2 Delete the first four paragraphs and replace them with the following:
3

4 The basis of payment will be the actual quantities of Work performed according to
5 the Contract and as specified for payment.
6

7 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
8 Preconstruction Conference, to enable the Project Engineer to determine the Work
9 performed on a monthly basis. A breakdown is not required for lump sum items that
10 include a basis for incremental payments as part of the respective Specification.
11 Absent a lump sum breakdown, the Project Engineer will make a determination
12 based on information available. The Project Engineer's determination of the cost of
13 work shall be final.
14

15 Progress payments for completed work and material on hand will be based upon
16 progress estimates prepared by the Engineer. A progress estimate cutoff date will
17 be established at the preconstruction conference.
18

19 The initial progress estimate will be made not later than 30 days after the Contractor
20 commences the work, and successive progress estimates will be made every month
21 thereafter until the Completion Date. Progress estimates made during progress of
22 the work are tentative, and made only for the purpose of determining progress
23 payments. The progress estimates are subject to change at any time prior to the
24 calculation of the final payment.
25

26 The value of the progress estimate will be the sum of the following:
27

- 28 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable
29 units of work completed multiplied by the unit price.
- 30 2. Lump Sum Items in the Bid Form — based on the approved Contractor's
31 lump sum breakdown for that item, or absent such a breakdown, based on
32 the Engineer's determination.
- 33 3. Materials on Hand — 100 percent of invoiced cost of material delivered to
34 Job site or other storage area approved by the Engineer.
- 35 4. Change Orders — entitlement for approved extra cost or completed extra
36 work as determined by the Engineer.
37

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

- 39 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 40 2. The amount of progress payments previously made; and
- 41 3. Funds withheld by the Contracting Agency for disbursement in accordance
42 with the Contract Documents.
43

44 Progress payments for work performed shall not be evidence of acceptable
45 performance or an admission by the Contracting Agency that any work has been
46 satisfactorily completed. The determination of payments under the contract will be
47 final in accordance with Section 1-05.1.
48

49 *(March 13, 2012 APWA GSP)*

Supplement

50
51 Supplement this section with the following:

1
2 Lump sum item breakdowns are not required when the bid price for the lump sum
3 item is less than \$20,000.
4

5 **1-09.11 Disputes and Claims**

6
7 **1-09.11(3) Time Limitation and Jurisdiction**

8 *(November 30, 2018 APWA GSP)*

Revision

9
10 Revise this section to read:

11
12 For the convenience of the parties to the Contract it is mutually agreed by the parties
13 that any claims or causes of action which the Contractor has against the Contracting
14 Agency arising from the Contract shall be brought within 180 calendar days from the
15 date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency;
16 and it is further agreed that any such claims or causes of action shall be brought only
17 in the Superior Court of the county where the Contracting Agency headquarters is
18 located, provided that where an action is asserted against a county, RCW 36.01.050
19 shall control venue and jurisdiction. The parties understand and agree that the
20 Contractor's failure to bring suit within the time period provided, shall be a complete
21 bar to any such claims or causes of action. It is further mutually agreed by the parties
22 that when any claims or causes of action which the Contractor asserts against the
23 Contracting Agency arising from the Contract are filed with the Contracting Agency
24 or initiated in court, the Contractor shall permit the Contracting Agency to have timely
25 access to any records deemed necessary by the Contracting Agency to assist in
26 evaluating the claims or action.
27

28 **1-09.13(3) Claims \$250,000 or Less**

29 *(October 1, 2005 APWA GSP)*

Replacement

30
31 Delete this section and replace it with the following:

32
33 The Contractor and the Contracting Agency mutually agree that those claims that
34 total \$250,000 or less, submitted in accordance with Section 1-09.11 and not
35 resolved by nonbinding ADR processes, shall be resolved through litigation unless
36 the parties mutually agree in writing to resolve the claim through binding arbitration.
37

38 **1-09.13(3)A Administration of Arbitration**

39 *(November 30, 2018 APWA GSP)*

Modification

40
41 Revise the third paragraph to read:

42
43 The Contracting Agency and the Contractor mutually agree to be bound by the
44 decision of the arbitrator, and judgment upon the award rendered by the arbitrator
45 may be entered in the Superior Court of the county in which the Contracting
46 Agency's headquarters is located, provided that where claims subject to arbitration
47 are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of
48 the Superior Court. The decision of the arbitrator and the specific basis for the
49 decision shall be in writing. The arbitrator shall use the Contract as a basis for
50 decisions.
51

1
2 **SECTION 1-10, TEMPORARY TRAFFIC CONTROL**

3
4 **1-10.1 General**

5 *(February 1, 2017 CON GSP)*

Supplement

6
7 Section 1-10.1 is supplemented with the following:

8
9 The Contractor shall conduct its operations so as to offer the least possible
10 obstruction and inconvenience to the public, and the Contractor shall have under
11 construction no greater length or amount of work than the Contractor can prosecute
12 properly with due regards to the rights of the public. The Contractor shall not open up
13 sections of the work and leave them unfinished, but rather, the work shall be finished
14 as it proceeds, insofar as practicable.

15
16 Construction shall also be conducted so as to cause as little inconvenience as
17 possible to abutting property owners. Convenient and clearly marked access to
18 driveways, houses and buildings along the line of work shall be maintained and
19 temporary approaches to crossing or intersecting streets shall be provided and kept
20 in good and smooth condition. When the abutting owners' access across the Rights-
21 of-Way line is to be replaced under the Contract by other access, the existing access
22 shall not be closed until the replacement access facility is available. Adjacent
23 property owner's driveways must be left open and accessible at all times during the
24 course of the project unless otherwise specified herein or approved by the
25 Contracting Agency.

26
27 **1-10.1(2) Description**

28 The first paragraph is revised to read:

29
30 The Contractor shall provide flaggers, and all other personnel required for labor for
31 traffic control activities and not otherwise specified as being furnished by the
32 Contracting Agency.

33
34 **1-10.2 Traffic Control Management**

35
36 **1-10.2(1) General**

37 *(January 3, 2017 WSDOT GSP)*

Supplement

38
39 Section 1-10.2(1) is supplemented with the following:

40 The Contractor shall have adequate traffic control personnel and equipment on site
41 during and after the slurry seal application **to prevent vehicles and pedestrians**
42 **from damaging the wet slurry seal.** At a minimum, one flagger shall be located at
43 each end of the road being slurry sealed at the time of application.

44
45 Only training with WSDOT TCS card and WSDOT training curriculum is recognized
46 in the State of Washington. The Traffic Control Supervisor shall be certified by one of
47 the following:

48
49 The Northwest Laborers-Employers Training Trust
50 27055 Ohio Ave.
51 Kingston, WA 98346

1 (360) 297-3035
2
3 Evergreen Safety Council
4 12545 135th Ave. NE
5 Kirkland, WA 98034-8709
6 1-800-521-0778
7

8 The American Traffic Safety Services Association
9 15 Riverside Parkway, Suite 100
10 Fredericksburg, Virginia 22406-1022
11 Training Dept. Toll Free (877) 642-4637
12 Phone: (540) 368-1701
13

14 **1-10.2(2) Traffic Control Plans**

15 *(February 1, 2017 CON GSP)*

Supplement

16
17 Supplement this Section with the following:
18

19 If traffic control plans are not included in the Contract Documents, the Contractor
20 shall submit traffic control plans for the Engineer's review and approval. A minimum
21 of 5 working days are required for review. The traffic control plans shall show be
22 prepared in accordance with the latest issue of the MUTCD, WSDOT Standard Plans
23 and these Specifications and shall include pedestrian access pathways as needed.
24

25 If no alternative is proposed within the contract plans, all existing pedestrian routes
26 and access points within the project limits, including sidewalks and crosswalks, shall
27 remain open and clear at all times. The Contractor may propose traffic control plans
28 that comply with the MUTCD, ADA, requirements, and these Specifications.
29

30
31 **1-10.2(2) Traffic Control Plans**

32 *(June 1, 2020 CON GSP)*

Supplement

33
34 The first and second sentences of Section 1-1 0.2(2) are deleted and replaced
35 with the following:
36

37 The Contractor shall submit a traffic control plan or plans showing a method of
38 handling traffic. All construction signs, flaggers, spotters and other traffic control
39 devices shall be shown on the traffic control plan(s) except for emergency
40 situations.
41

42 Submittal of Contractor-prepared Traffic Control Plans (TCP's) shall be required,
43 and shall occur a minimum of ten (10) working days prior to beginning work. The
44 Contractor shall prepare site-specific plans for each site included in the project.
45

46 The Contractor shall be solely responsible for submitting the individual, site
47 specific traffic control plans for approval by the Engineer. The costs for
48 preparation of the TCP's shall be the contractor's responsibility and shall be
49 included in the lump sum cost for Project Traffic Control. Traffic control plans
50 require a minimum of 5 working days for review.

1
2 A TCP shall be submitted for each type of Work listed below. A revised or
3 additional TCP shall be submitted for approval 10 days prior to each time an
4 adjustment to a previously approved TCP becomes necessary.
5

- 6 1) TCP (Construction Access) - Any construction activity that requires the
7 Contractor to enter and exit the construction site using a public road. This
8 Plan shall address routes for hauling and delivery of project materials to
9 and from the project site, and designated entrances and exits for
10 personnel or construction vehicles for normal daily use.
11
12 2) TCP (Temporary Traffic Lane/Shoulder Closures) - Any activity requiring
13 closures or adjustments to lanes, or Shoulders; driveway or pedestrian
14 access; or entire Roadway.
15
16 3) TCP (Pedestrian Traffic Control) - Any Work that may impede or impact
17 directly or indirectly any existing pedestrian route not related to 2) above.
18
19 4) TCP (Work near school zones and/or intersections) - Any construction
20 activity that may impeded or impact directly any school zone and/or
21 intersection.
22

23 For requested road closures, road closure plan including detours shall be
24 submitted to the Engineer 10 working days prior to the required agency
25 notification. If approved, 72-hour notification shall be given to the agencies noted
26 on the City's Road Closure Notice prior to closure of any road. For closures on
27 residential streets longer than an 8-hr period or on arterial streets, notice shall be
28 placed in the local newspaper 72 hours prior to the closure and shall list the
29 location, dates, and detour route. Approval for any road closure will be at the
30 City's sole discretion.
31

32 **END OF DIVISION**
33

DIVISION 2
EARTHWORK

1 **DIVISION 2 - EARTHWORK**

2
3 **(*****)**

4
5 **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

6
7 **2-01.1 Description**

8 Section 2-01.1 is supplemented with the following:

9
10 "Shoulder & Street Preparation" means removing and disposing of all
11 unwanted material, including grass, vegetation, moss, soil, or other debris
12 adjacent to the existing edge of pavement or curb/gutter and/or within the
13 limits of the project as shown in the Plans. Trimming and disposal of
14 vegetation that is overgrown into the pavement limits and any additional street
15 sweeping beyond the "Street Sweeping" bid item or pressure washing shall fall
16 under Shoulder & Street Preparation.

17
18 **2-01.2 Disposal of Usable Material and Debris**

19
20 The third paragraph of Section 2-01.2 is replaced with the following:

21
22 The Contractor shall dispose of debris by Disposal Method No. 2 as described
23 in Section 2-03.3(7)C.

24
25 **2-01.3 Construction Requirements**

26 Section 2-01.3 is supplemented with the following:

27
28 **Shoulder & Street Preparation**

29
30 The Contractor shall:

- 31
32 1. Complete the shoulder preparation ahead of slurry seal operations.
33 2. Apply chemical herbicide to all vegetative material within the crack seal
34 and slurry seal limits.
35 3. Remove and dispose of all vegetative material within the crack seal
36 and slurry seal limits.

37
38 Contractor shall take care to prevent damage to landscaping plants or other
39 vegetation on private property in close proximity to the roadway. The
40 Contractor is responsible for all costs associated with the protection of this
41 private landscaping. The Contractor shall assume responsibility for all
42 repair/replacement costs for landscaping damaged by activities associated
43 with the work. As directed by the Engineer, chemical herbicide shall be applied
44 in accordance with Section 5-04.3(5)0.

45
46 **Street Sweeping**

47
48 The Contractor shall use self-propelled pickup street sweepers to clean the
49 streets before and after the slurry seal is applied to prepare the streets for
50 slurry seal and prevent the transport of sediment off the project site. The
51 Contractor shall utilize the brooms on the sweepers to pick up the loose

DIVISION 5

SURFACE TREATMENTS AND PAVEMENTS

1 **SURFACE TREATMENTS AND PAVEMENTS**

2
3 **5-02 BITUMINOUS SURFACE TREATMENT**

4 **5-02.1 Description**

5 (*****)

6 Section 5-02.1 is supplemented with the following:

7
8 The Contract is comprised of constructing isolated chip seal or other bituminous
9 surface treatments and full width seal coats using 3/8ths-inch No. 10 aggregate,
10 followed by a fog seal or slurry seal, to roads shown on provided maps and plans.

11
12 Fog seal shall be applied to the isolated HMA for pavement repair patches and shall
13 be allowed to cure prior to the Type 2 slurry seal application in a time agreed to by
14 both the engineer and contractor. The fog seal shall be incidental to the HMA for
15 pavement repair.

16
17 **5-02.2 Materials**

18 (*****)

19 Section 5-02.2 is supplemented with the following:

20
21 3/8th inch - No. 10 9-03.4(2) of Special Provisions

22
23 **5-02.3(1) Equipment**

24 (*****)

25 Paragraph 3 of Section 5-02.3(1) is supplemented with the following:

26
27 If ordered by the Engineer, rollers shall be weighed at a commercial scale to verify
28 weight. All rollers shall be capable of starting and stopping on hills without spinning
29 tires.

30
31 Section 5-02.3(1) is further supplemented with the following:

32
33 Proper operation and maintenance of all construction equipment shall be of utmost
34 importance. Operators of the distributor truck, chip spreader, and other key
35 equipment shall be experienced, safe and capable in all aspects of the vehicle
36 operations and placing of material. No on-the-job training will be allowed.

37
38 Where concrete curb or curb and gutter exist, the distributor shall be equipped with
39 a splashboard of such design as to prevent spraying thereon. Haul trucks shall not
40 exceed 15 mph when driving over the fresh mat either with a loaded or empty truck.

41
42 **5-02.3(2)B Seal Coats**

43 (*****)

44 Section 5-02.3(2)B supplemented with the following:

45
46 The existing bituminous surface shall be swept with a power broom until it is free
47 of dirt or other foreign matter. Hand push brooms shall be used to clean omissions
48 of the power broom.

1 **5-02.3(2)C Pavement Sealing – Fog Seal**

2 (*****)

3 Section 5-02.3(2)C is supplemented with the following:

4

5 Immediately prior to application of the fog seal, the road shall be broomed of any
6 loose aggregate.

7

8 **5-02.3(3) Application of Asphalt Emulsion and Aggregate**

9 (*****)

10 Section 5-02.3(3) is modified and supplemented as follows:

11

12 The aggregates for seal coat shall be 3/8th-inch - No. 10. The grade of asphalt
13 emulsion to be used for the bituminous surface treatment seal coat shall be CRS-2P.
14 The grade of asphalt emulsions to be used for the pavement sealing fog seal shall be
15 CSS-1h.

16

17 The table titled “Application Rate” in Section 5-02.3(3) is modified with the following:

18

Aggregate Size	Undiluted Asphalt Emulsion (gal. per sq. yd.) Applied	CSS-1h (gal per sq. yd.) Applied	Aggregate Size (lbs. per sq. yd.) Applied
3/8 th inch – No. 10	0.30 – 0.40	0.10 - 0.15	20-30

19

20 The table titled “Application Rate” in Section 5-02.3(3) is supplemented with the following:

21

Pavement Sealing		
Grade	Diluted/Undiluted	Application Rate (gal/sy)
CSS-1 or CSS-1h	Diluted (40% water to 60% emulsion)	0.08 to 0.15

22

23 Paragraph 5 of Section 5-02.3(3) is supplemented with the following:

24

25 All transverse joints shall be made by placing building paper over the ends of the
26 previous applications, and the joining application shall start on the building paper.
27 The paper shall be removed and disposed of the same day to the satisfaction of the
28 Engineer. The Contractor shall be charged for labor and equipment costs for paper
29 removed by City crews.

30

31 Unsatisfactory joints shall be repaired at the time of application or after brooming at
32 the Contractor's expense.

33

34 The last two paragraphs of Section 5-02.3(3) are revised as follows:

35

1 Fog seals shall be CSS-1h uniformly applied to the pavements. The finished
2 application shall be free of streaks and bare spots. CSS-1h emulsified asphalt may be
3 diluted with water at a rate no greater than 40% water to 60% emulsified asphalt
4 unless otherwise directed by the Project Engineer.

5
6 Fog sealing shall be applied no sooner than 3-days, but no later than 14-days after
7 construction of the seal coat. The newly placed aggregates shall be broomed
8 immediately prior to the fog seal application.

9
10 Section 5-02.3(3) is further supplemented with the following:

11
12 The width and extent of application at intersections and termini shall be as
13 determined by the Engineer. No work shall begin until the Engineer has verified that
14 the minimum pavement temperatures have been reached. Any work completed by
15 the Contractor outside of the minimum temperatures and without approval of the
16 Engineer shall be at the sole responsibility of the Contractor.

17
18 In order to minimize truck traffic on fresh asphalt, roads to be oiled shall be
19 scheduled to work towards the aggregate stockpile. The compaction equipment and
20 chip spreader loaded with rock shall be in place and ready to operate before the
21 distributor will be allowed to begin spreading asphalt.

22
23 All roads, including radiuses and tapers, shall be finished before continuing to the
24 next road. Rollers, flaggers, and inspectors shall be on site before work starts on the
25 next road.

26
27 **5-02.3(5) Application of Aggregates**
28 (*****)

29 Paragraph 8 of Section 5-02.3(5) is deleted and replaced with the following:

30
31 The completed surface shall be allowed to cure overnight and shall be broomed of
32 loose rock the following day. If the Engineer determines that additional cure is
33 needed, the Contractor shall broom the roadway when directed by the Engineer. All
34 project streets shall be swept using a pick-up sweeper.

35
36 **5-02.3(7) Patching and Correction of Defects**
37 (*****)

38 Section 5-02.3(7) is supplemented with the following:

39
40 Any damage to the freshly oiled mat caused by the Contractor's equipment shall be
41 satisfactorily repaired at the Contractor's expense. Damage can and may include any
42 of the following: any skid marks, chipper spin marks, truck spinning or braking
43 marks, chipper driving in oil, any and all marks caused from faulty equipment or
44 poor workmanship.

45
46 After brooming, any areas showing loss of aggregate shall be repaired by the
47 Contractor. If determined by the Engineer, the loss of aggregate was caused by an
48 empty distributor, dry aggregate, excess moisture in aggregate, excess fines in
49 aggregate, delay in applying aggregate, or delay in rolling of aggregate, the cost of

1 repairs shall be at the sole expense of the Contractor. In accordance with Section
2 1-05.1 of the Standard Specifications, the Engineer's decision will be final. The
3 Contractor shall repair any bleeding of asphalt within two hours of notification by
4 the Engineer.
5

6 **5-02.3(9) Protection of Structures**

7 (*****)

8 Section 5-02.3(9) is supplemented with the following:
9

10 All castings, including lids and grates for manholes, catch basins, water valves, and
11 right of way monuments, and precast traffic curbing shall be covered with heavy
12 building paper, secured by using a spray adhesive such as Scotch Super 77 High Tack
13 Spray Adhesive or equal. Duct tape or similar tape shall not be used to cover brass
14 monuments. Where concrete curb or curb and gutter exist, the distributor shall be
15 equipped with a splashboard of such design as to prevent spraying thereon.
16

17 **5-02.3(11) Temporary Raised Pavement Markings**

18 (*****)

19 Section 5-02.3(11) is supplemented with the following:
20

21 Temporary raised pavement markings are required only on streets with existing
22 striping or RPMs. Existing markers shall be removed by the contractor.
23

24 **5-02.4 Measurement**

25 (*****)

26 Section 5-02.4 is supplemented with the following:
27

28 Furnishing and placing crushed 3/8 – inch No. 10 aggregate for seal coat will be
29 measured per ton. Additional brooming will be measured per hour.
30

31 No measurement will be made for installing and removing temporary flexible raised
32 pavement markers.
33

34 **5-02.5 Payment**

35 (*****)

36 Section 5-02.5 is supplemented with the following:
37

38 “Furnishing and Placing Crushed 3/8th-inch No. 10 Aggregate”, per ton The unit
39 contract price bid per ton for “Furnishing and Placing Crushed 3/8-inch No. 10
40 Aggregate” shall be full pay for all labor and equipment required in loading,
41 transporting, rolling, and placing the material in the finished work. “Additional
42 Brooming”, per hour.
43

44 The unit contract price per hour for “Additional Brooming” shall be full pay for all
45 labor and equipment to rebroom the Roadway as specified. Hand brooming shall be
46 incidental to the bid.
47

48 Installing and removing temporary flexible raised pavement markers shall be
49 incidental to the bid.

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5-03 SLURRY SEAL (NEW SECTION)

(*****)

Section 5-03 is replaced with the following:

5-03.1 Slurry Seal

5-03.1(1) Description

This work shall consist of applying a Slurry Seal, Type II to roads shown on the provided maps. The limits of the Slurry Seal for each road will be marked in the field by the Engineer with the Contractor present. The Slurry Seal shall either be placed on the existing properly prepared paved surface or over a Chip Seal patching as part of this contract. Streets may be removed from this project or additional streets within City Limits may be added to this project as the City’s project budget allows.

The Slurry Seal shall consist of a mixture of emulsified asphalt, aggregate, water, and additives which has been properly proportioned, mixed and uniformly spread over a properly prepared surface where shown on the Plans and directed by the Engineer. The cured Slurry Seal shall have a homogeneous appearance, fill all cracks, adhere firmly to the surface, and have a skid resistant texture throughout its service life. Prior to the Slurry Seal application all HMA for pavement repair shall be fog sealed and allowed to cure.

5-03.1(2) Materials

General

All Slurry Seal materials, methods and applications shall be in accordance with these Special Provisions and Publication A105 produced by the International Slurry Surfacing Association (ISSA) entitled Recommended Performance Guideline for Emulsified Asphalt Slurry Seal revised February 2010.

Emulsified Asphalt

The emulsified asphalt for Slurry Seal shall be a Quick Setting type, LM-CQS-1h emulsified asphalt and shall conform to the following requirements.

Properties	Limits
Viscosity at 77°F, Saybolt-Furol, sec. (undiluted)	15-100
Residue by Distillation, %	62 min.
Sieve Test, Retained on 20 Mesh, % 0.10 max.	0.10 max.
Particle charge, Electroplate	Positive
Softening point (ring and ball) degrees F	130 min.
Penetration at 77°F, 100 g, 5 sec.	40-80
Ductility at 75°F, cm / min	25 min.
One day settlement % (WSDOT Test Method 212)	1 max.

36
37
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39

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis / Compliance to indicate that the emulsion meets the specifications and is the same used in the mix design.

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Polymer Latex

The emulsified asphalt shall be homogeneous and polymer modified. Polymer shall be co-milled with the emulsion solution containing a minimum of 3.0% latex solids content based on residual bitumen weight content, certified from the emulsion supplier for each load, along with any special quick setting emulsifier agents.

Mineral Filler

When required by the mix design, mineral filler type such as Portland cement, hydrated lime, limestone dust, fly ash or other approved filler shall meet the requirements of ASTM D242. The mix design shall be relied upon for the mineral filler type and amount.

Water

The water shall be free of harmful salts and contaminants. If the quality of the water is in question, it should be submitted to the laboratory with the other raw materials for the mix design.

Additives

Additives may be used to accelerate or retard the break / set of the slurry seal. Appropriate additives, and their applicable use range should be approved by the laboratory as part of the mix design.

Aggregate

The mineral aggregate used shall be the type and grade specified for the particular use of slurry seal and shall be manufactured crushed stone such as granite, slag, limestone, or other high-quality aggregate or combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation to be used. The aggregate shall meet the following minimum quality test requirements.

Quality Test	Test Method		Specification
	AASHTO	ASTM	
Sand Equivalent	T 176	D 2419	45 min.
Soundness of Aggregate by use of Sodium Sulfate	T 104	C 88	15%
Soundness of Aggregate by use of Magnesium Sulfate	T 178	C 88	25%
Degradation Factor (WSDOT 113A)			50 min.
Los Angeles Wear, 500 Rev		C 131	30% max.

30
31
32
33

The gradation for the aggregate to be used in this Work shall meet Type II as described below.

Sieve Size	Type II Percent Passing	Stockpile Tolerance
------------	-------------------------	---------------------

3/8"	100	
#4	90 - 100	± 5%
#8	65 - 90	± 5%
#16	45 - 70	± 5%
#30	30 - 50	± 5%
#50	18 - 30	± 4%
#100	10 - 21	± 3%
#200	5 - 15	± 2%

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The gradation of the aggregate stockpile shall not vary more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. For additional information, reference 4.2.3 Gradation of the Recommended Performance Guideline for Emulsified Asphalt Slurry Seal.

Mix Design

A minimum of 10 days prior to beginning any slurry seal activity, the Contractor shall submit a signed original of mix design for approval by the Engineer. The mix design shall be developed using the specific materials for this project. Once the materials are approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design.

The design shall be performed in accordance with Publication A105 produced by the International Slurry Surfacing Association (ISSA) entitled Recommended Performance Guideline for Emulsified Asphalt Slurry Seal revised February 2010. The mix design shall be developed to allow for vehicle traffic back onto the sealed roadway within two to three hours after placement.

The following laboratories are pre-approved by the Engineer for performing the mix design:

Petroleum Sciences	Akzo Nobel Chemicals Inc.
North 4817 Freya #3 (UPS) P.O. Box 6304 Spokane, WA 99207 (509) 489-1758 Contact: Bob Dunning	Asphalt Applications 7101 Adams Street Willowbrook, IL 60521 (630) 288-2922 Contact: Tony Ng

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Other laboratories may be approved by the Engineer if they have the capability to perform the required tests and demonstrate satisfactory experience performing slurry seal mix designs. As a minimum, the mix design report shall include the following information:

Aggregates for Type II

- Results of the quality test
- Gradation and percent passing

Emulsified Asphalt

- Results of specification tests
- Design quantity as a percent by weight of dry aggregate

1
2 **Mineral Filler (if used)**
3 Type to be used
4 Percent by weight of dry aggregate (report design quantity and minimum and maximum
5 limits)
6
7 **Additives (if used)**
8 Type to be used
9 Percent by weight of dry aggregate (report design quantity and minimum and maximum
10 limits)
11
12 **Water**
13 Percent by weight of dry aggregate (report design quantity and minimum and maximum
14 limits)
15
16 Reference 5.2 Mix Design of the Recommended Performance Guideline for Emulsified
17 Asphalt Slurry Seal for additional information.
18

19 **5-03.1(3) Construction Requirements**
20

21 General Information

22 The Contractor is directed to Special Provision 1-10.4(1) Construction Signs for
23 requirements on the installation of No Parking signs and Standard Specifications 1-10 for
24 Temporary Traffic Control requirements.
25

26 All equipment and associated tools used in the placement of slurry seals shall be
27 maintained in satisfactory working conditions at all times. Descriptive information on the
28 slurry mixing and applying equipment to be used shall be submitted by the Contractor to
29 the Engineer not more than five days following award of the contract. The Engineer will
30 review the equipment list and provide written approval within five days based on
31 equipment reliability and capability for completing the Work timely.
32

33 Mixing Equipment

34 The machine shall be specifically designed and manufactured to apply slurry seal. The
35 material shall be mixed by an automatic-sequenced, self-propelled, slurry seal mixing
36 machine of either truck-mounted or continuous-run design. Continuous-run machines are
37 those that are equipped to self-load materials while continuing to apply slurry seal. Either
38 type machine shall be able to accurately deliver and proportion the mix components
39 through a mixer and to discharge the mixed product on a continuous-flow basis. Sufficient
40 storage capacity for all mix components is required to maintain an adequate supply to the
41 proportioning controls.
42

43 The Contractor shall recommend the type of equipment that best suits the roadways within
44 each schedule. In some cases, truck-mounted machines may be more suited, e.g.,
45 cul-de-sacs, small narrow roadways, etc. On some roadways, the Contractor may choose
46 the continuous-run equipment due to the continuity of mix and the reduction of start-up
47 joints. If continuous-run equipment is used, the machine shall provide the operator with
48 full control of the forward and reverse speeds during application of the slurry seal. It shall
49 be equipped with a self-loading device and opposite-side driver stations. The self loading

1 device, opposite-side driver stations, and forward and reverse speed controls shall be of
2 original equipment manufacturer design.
3
4 The Contractor shall have two fully operational mixers for use at the project site at all
5 times. The Contractor shall have immediate access to backup equipment in case of
6 equipment problems.
7
8 The Contractor shall allow the Engineer to use the recorders and measuring facilities of the
9 slurry seal unit to determine applications rates, asphalt emulsion content, mineral filler,
10 and additive quantities for a single load.
11
12 The Contractor shall be responsible for checking the stockpile moisture content and shall
13 set the machine accordingly to account for aggregate bulking. The Contractor shall submit a
14 plan for monitoring all dry materials at the pre-construction conference.
15
16 Proportioning Devices
17 Individual volume or weight controls for proportioning mix components shall be provided
18 and properly labeled. These proportioning devices are used in material calibration to
19 determine the material output at any time.
20
21 Spreading Equipment
22 The mixture shall be placed uniformly by means of a spreader box attached to the paver
23 and mechanically equipped to agitate and spread the material evenly throughout the box.
24 The slurry seal mixture shall have the proper consistency as it enters the spreader box.
25 Spraying of additional water into the spreader box will not be permitted. A front seal shall
26 be utilized to ensure no loss of the mixture at the road contact point. The rear seal shall act
27 as final strike-off and shall be adjustable. The spreader box and rear seal shall be designed
28 and operated to provide uniform mix consistency behind the box. The spreader box shall
29 have suitable means to side shift to compensate for variations in the pavement width. A
30 burlap drag or other approved screed may be attached to the rear of the spreader box to
31 provide a highly textured uniform surface. A drag stiffened by hardened slurry is ineffective
32 and shall be replaced immediately.
33
34 Auxiliary Equipment
35 Hand brooms, hand squeegees, hand drags, shovels, an asphalt distributor and other
36 equipment shall be provided as necessary to perform the Work. Containers shall be
37 required for disposal of waste slurry.
38
39 Stockpiling of Aggregate
40 Stockpiling of all aggregate shall be on an impervious surface to prevent contamination of
41 the material with foreign material. The stockpiles shall be placed in an area that drains
42 readily and may require covering.
43
44 Asphalt Storage
45 Any emulsified asphalt storage used by the Contractor shall be suitable with the storage
46 container constructed so as to prevent water from entering the asphalt. An acceptable
47 heating system shall be provided if necessary, to prevent the emulsified asphalt from
48 freezing, but the asphalt shall not be heated to a temperature greater than 130°F.
49

1 Calibration
2 Each mixing unit to be used in performance of the work shall be calibrated in the presence
3 of the Engineer prior to the start of the project. Previous calibration documentation
4 covering the exact materials to be used may be acceptable, provided the calibration was
5 performed during the previous 60 days. The documentation shall include an individual
6 calibration of each material at various settings, which can be related to the machine's
7 metering devices. Any equipment replacement affecting material proportioning requires
8 that the machine be recalibrated. No machine will be allowed to work on the project until
9 the calibration has been accepted. ISSA Inspector's Manual describes a method of machine
10 calibration. ISSA contractors and/or machine manufacturers may also provide methods of
11 machine calibration.

12
13 Protection of Structures
14 The Contractor shall be responsible to protect and cover all drainage grates, manhole lids,
15 utility valve box lids, junction box lids, road signs, guardrails, survey monument box lids or
16 survey brassies, and other facilities from the application of chip/slurry seal. All items will be
17 free of any BST or seal coat and be made available for easy access on the day the work is
18 completed. If needed, drainage inlets can be cleaned out immediately after final brooming
19 is completed. The method of protection shall be approved by the Engineer prior to
20 installation. The protective coverings can be installed the day before the work is to begin, if
21 approved in advance by the Engineer.

22
23 The Contractor shall be responsible for protecting pavement markings identified in the
24 project maps. Any pavement markings not protected will be replaced by Contractor at
25 Contractor's expense with no payment from the City.
26 All costs incurred by the Contractor in necessary protective measures shall be included in
27 the unit Contract prices for the various Bid items of Work involved. No separate Bid item
28 will be paid for this work.

29
30 Surface Preparation
31 In advance of the Work, the City will make necessary repairs to pavement distresses and
32 filled necessary cracks. The Contractor, on the day of application and prior to applying the
33 slurry seal, the existing pavement surface shall be power broomed until it is free from loose
34 material, oil spots, vegetation, dirt and other objectionable material. Hand push brooms
35 shall be used to clean omissions of the power broom.

36
37 General Application Requirements
38
39 All workmen shall have sufficient skill and experience to properly perform the work
40 assigned to them. Workmen engaged in special or skilled works shall have sufficient
41 experience in such work and in the operation of the equipment to perform all work
42 properly and satisfactorily. Thus the Contractor shall have an experienced crew on each
43 spreader and any other equipment.

44
45 Test strips shall be made by each machine after calibration and proper surface preparation,
46 and prior to construction. Test strips shall be a portion of the project roads. Samples of the
47 slurry seal may be taken by the Engineer and verification made as to mix consistency and
48 proportioning. Verification of rate of application shall be made by the Contractor and
49 verified by the Engineer.

1
2 Upon failure of any of the tests, additional test strips at no costs to the Owner will be
3 required until each unit is authorized to begin Work. Any unit failing to pass the tests after
4 the third trial will not be permitted to work on the project. Test strips will be accepted or
5 rejected within 24 hours or less after application.

6
7 Rate of Application

8 The slurry seal mixture shall be of proper consistency at all times so as to provide the
9 application rate required by the surface condition. The average application rate shall be
10 12-18 lb/yd, in accordance with a typical Type II application.

11
12 Suggested application rates are based upon the weight of dry aggregate in the mixture.
13 Application rates are affected by the unit weight and gradation of the aggregate and the
14 demand of the pavement surface to which the slurry seal is being applied.

15
16 Joints

17 No excess buildup, uncovered areas, or unsightly appearance shall be permitted on
18 longitudinal or transverse joints. The contractor shall provide suitable equipment to
19 produce a minimum number of longitudinal joints throughout the project. When possible,
20 a longitudinal joint shall not be placed in a wheel path. Less than full box width passes will
21 be used only as required. If less than full box width passes are used, they shall not be the
22 last pass of any paved area. A maximum of 6 inches shall be allowed for overlap of
23 longitudinal joints.

24
25 Mixture

26 The slurry seal shall possess sufficient stability so that premature breaking of the material
27 in the spreader box does not occur. The mixture shall be homogeneous during and
28 following mixing and spreading. It shall be free of excess liquids which create segregation of
29 the aggregate. Spraying of additional water into the spreader box will not be permitted.

30
31 Hand Work

32 Areas which cannot be accessed by the mixing machine shall be surfaced using hand
33 squeegees to provide complete and uniform coverage. If necessary, the area to be hand
34 worked shall be lightly dampened prior to mix placement. Handwork shall exhibit the same
35 finish as that applied by the spreader box and shall be completed prior to final surfacing.

36
37 Care shall be taken to apply straight neat lines along curbs, shoulders, and intersections. No
38 run-off on these areas will be permitted. Roofing felt or heavy plastic may be used to begin
39 or end a pull cleanly. This also provides for easy removal of excess slurry.

40
41 Lines

42 Care shall be taken to insure straight lines along curbs, driveways, shoulders, and speed
43 humps. No runoff on these areas will be permitted. Lines at intersections shall be kept
44 straight to provide a good appearance.

45
46 Patching and Correction of Defects

47 Defects such as raveling, lack of uniformity, or other imperfections caused by faulty
48 workmanship shall be corrected and new work shall not be started until such defects have
49 been remedied. All improper workmanship and defective materials resulting from

1 overheating, improper handling or application shall be removed from the roadway by the
2 Contractor and be replaced with approved materials and workmanship at no expense to
3 the City.
4

5 Final Cleanup

6 The contractor shall remove all residual slurry seal from all drainage grates, manhole lids,
7 utility valve box lids, junction box lids, road signs, guardrails, survey monument box lids or
8 survey brassies, and other facilities adjacent to the roadway and in the project area. If
9 necessary, catch basin structures shall be cleaned of slurry seal residual. The contractor
10 shall remove any debris associated with the performance of the work on a daily basis.
11

12 **5-03.1(4) Measurement**

13
14 Slurry Sealing shall be measured in the field by the square yard of roadway surface
15 covered.
16

17 The Engineer will measure the roadway surface covered in the field and the
18 Contractor may verify the measured area by any means they select. If the
19 Contractor incurs a cost to verify measurements it will be solely at their expense.
20

21 **5-03.1(5) Payment**

22
23 “Slurry Seal” per square yard.
24

25 The unit Contract price per square yard for “Slurry Seal” shall be full pay for all costs
26 of materials, labor, tools, and equipment necessary for the preparation of the
27 existing pavement surfaces and the application of the slurry seal per the Contract
28 Documents.
29

30
31 **5-04 HOT MIX ASPHALT**

32 **5-04.2 Materials**

33 (*****)

34 Section 5-04.2 is supplemented with the following:
35

36 The crack sealant material shall be rubberized asphalt per Section 9-04.10 (Crack
37 Sealing – Rubberized Asphalt) and shall be listed in the WSDOT Qualified Products
38 List (QPL).
39

40 **Section 5-04.3(4)A Crack Sealing**

41 (*****)

42 Section 5-04.3(4)A is supplemented with the following:
43

44 Where directed by the Engineer, the Contractor shall perform crack sealing on
45 existing asphalt concrete streets. Most segment identified on the plans has
46 previously been crack sealed. This bid item is intended to “touch up” any cracks
47 that have grown or on road segments that have not receive a crack sealing
48 treatment.
49

1 Crack sealing shall not be performed on severe alligator or edge cracking, Chip Seal
2 shall be utilized to address these severe alligator or edge cracking areas.

3
4 All cracks shall be cleaned with a stiff-bristled broom and heated air blasting
5 equipment capable of producing a pressure of 100 psi, using a hot air lance. The air
6 blasting equipment shall be equipped with moisture and oil traps to assure the side
7 walls of the crack are not contaminated by the blowing operation. If the cracks
8 contain vegetation, it shall be completely removed before crack sealing begins. The
9 prepared cracks shall also be free of moisture, dust, loose aggregate, and other
10 contaminates prior to sealing with Rubberized Asphalt.

11
12 Sealing shall be placed in an overband (simple band-aid) configuration whereas the
13 Rubberized Asphalt sealant material is placed into and over the crack. Overbanding
14 shall be controlled using an industrial squeegee to provide a smooth flush pavement
15 surface with a minimum width of 2 inches and a maximum width of 4 inches. If, in
16 the opinion of the Engineer, the Contractor's method of sealing results in an
17 excessive amount of sealant causing a raised or bumpy pavement surface, sealing
18 shall be stopped, corrected, and the method changed. Any excess overflow shall be
19 cleaned from the pavement surface. Blending sand per Section 9-03.8(4) shall be
20 used when, in the opinion of the Engineer, blotting the asphalt becomes necessary.

21
22 Any cracks or joints that do not remain completely filled after one week after
23 installation shall be topped off with additional Rubberized Asphalt sealant material.

24
25 Crack sealing operations shall not be permitted below 40 degrees Fahrenheit air
26 temperature, or as directed by the Engineer.

27
28 Cure time of the crack sealing work shall be agreed to in advance of the Type 2
29 slurry seal between the contractor and the Engineer.

30
31 **5-04.3(4)C Pavement Repair**
32 **(*****)**

33
34 The Contractor shall excavate pavement repair areas and shall backfill these with
35 HMA in accordance with the details shown in the Plans and as marked in the field.
36 The Contractor shall conduct the excavation operations in a manner that will protect
37 the pavement that is to remain. Pavement not designated to be removed that is
38 damaged as a result of the Contractor's operations shall be repaired by the
39 Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency.
40 The Contractor shall excavate only within one lane at a time unless approved
41 otherwise by the Engineer. The Contractor shall not excavate more area than can be
42 completely finished during the same shift, unless approved by the Engineer.

43
44 Unless otherwise shown in the Plans or determined by the Engineer, excavate to a
45 depth of 1.0 feet. The Engineer will make the final determination of the excavation
46 depth required. The minimum width of any pavement repair area shall be 40 inches
47 unless shown otherwise in the Plans. Before any excavation, the existing pavement
48 shall be sawcut or shall be removed by a pavement grinder. Excavated materials will
49 become the property of the Contractor and shall be disposed of in a Contractor

1 provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or
2 9-03.21.
3
4 Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy
5 application of tack coat shall be applied to all surfaces of existing pavement in the
6 pavement repair area.
7
8 Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot
9 compacted depth. Lifts that exceed 0.35 foot of compacted depth may be
10 accomplished with the approval of the Engineer. Each lift shall be thoroughly
11 compacted by a mechanical tamper or a roller.
12
13 HMA for pavement repair shall be fog sealed and allowed to cure in a time agreed to
14 by the contractor and the Engineer prior to slurry seal application.
15
16 **5-04.3(5)0 Soil Residual Herbicide**
17
18 Section 5-04.3(5)0 is supplemented with the following:
19
20 Herbicide shall not be applied when the ambient temperature is lower than
21 65 degrees and during cloudy or wet weather without written approval of
22 the Project Engineer.
23
24 **5-04.4 Measurement**
25 (*****)
26 Section 5-04.4 is supplemented with the following:
27
28 “Rubberized Asphalt for Crack Sealing + Cure Time” shall be paid by force account.
29
30 The quantity of Rubberized Asphalt necessary for this project is unknown. As such,
31 the amount entered in the Proposal is an estimate and intended to provide a
32 common bid base and this bid item is subject to change. Due to difficulty in
33 estimating this item, Section 1-04.6 (increased or Decreased Quantities) of these
34 Special Provisions shall not apply to this bid item.
35
36 **5-04.5 Payment**
37 (*****)
38 Section 5-04.5 is supplemented with the following:
39
40 “Rubberized Asphalt for Crack Sealing + Cure Time”, per FA.
41
42 The unit contract price for “Rubberized Asphalt for Crack Sealing” shall be full pay
43 for all costs of material, labor, tools, and equipment necessary for the application of
44 the crack sealant as specified. All costs associated with preparation, placing,
45 blotting, and spreading sand shall be considered incidental to the unit contact price
46 for “Rubberized Asphalt for Crack Sealing + Cure Time.”
47
48 “HMA for Pavement Repair Cl. ____ PG ____, Incl. Fog Seal” per ton.
49

1 The unit contract price per ton for “HMA for Pavement Repair Cl. ____ PG ____, Incl.
2 Fog Seal” shall include the cost for all labor, materials, equipment and tools for
3 furnishing, placing, compacting and constructing asphalt for pavement repair
4 including mix design, anti-strip determination, mix design verification, and material
5 and compaction testing. HMA for pavement repair shall be fog sealed and allowed
6 to cure in a time agreed in advance between the Contractor and the Engineer prior
7 to slurry seal application.

8
9 “Pavement Repair Excavation, Incl. Haul,” per square yard.

10
11 The unit contract price per square yard for “Pavement Repair Excavation, Incl. Haul”
12 shall be full payment for all costs incurred to perform the work described in Section
13 5-04.3(4) with the exception; however, that all costs involved in the placement of
14 HMA shall be included in the unit contract price per ton for “HMA for Pavement
15 Repair Cl. ____ PG ____, Incl. Fog Seal.”

16
17
18 **END DIVISION 5**

DIVISION 7
DRAINAGE STRUCTURES

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

(*****)

7-07 CLEANING EXISTING DRAINAGE STRUCTURES

7-07.3 Construction Requirements

Section 7-07.3 is supplemented with the following:

All catch basins, manholes, and inlet structures shall be kept clean of all debris associated with grinding, paving, or other operations associated with the work. Existing drainage facilities containing debris from the Contractors operations shall be cleaned prior to final acceptance of the work.

7-07.5 Payment

Section 7-07.5 is deleted in its entirety and replaced with the following:

Cleaning existing drainage structures shall be incidental to the contract price of other items in the contract.

END OF DIVISION 7

DIVISION 8
MISCELLANEOUS

**DIVISION 8
MISCELLANEOUS CONSTRUCTION**

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

(*****)

Section 8-01.3 is supplemented with the following:

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

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

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

8-01.4 Measurement

(*****)

Section 8-01.4 is replaced with the following:

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

8-01.5 Payment

(*****)

Section 8-01.5 is replaced with the following:

"Erosion/Water Pollution Control", lump sum.

The lump sum bid price for "Erosion/Water Pollution Control" shall constitute full pay for all labor, materials, tools, and equipment necessary and incidental to the installation of erosion and sediment control facilities including, but not limited to, the following:

Erosion and sedimentation control installation and maintenance and replacement as required until project completion and approval.

1 Inlet protection of the storm drain system. Maintenance of catch basins, storm drains,
2 ditches, and other drainage courses, including immediate removal and disposal of
3 accumulated sedimentation.
4

5 **8-22 PAVEMENT MARKING**

6 **8-22.1 Description**

7 Section 8-22.1 is supplemented with the following:
8

9 This work shall consist of furnishing, installing, and removing pavement markings on
10 roadway the Plans, City of Newcastle Pre-Approved Plans, and these Specifications, at
11 locations shown in the Plans or as directed by the Engineer.
12
13

14 **Plastic Speed Hump and Speed Table Markings**

15 SOLID WHITE lines, 12 inches wide, conforming to the striping identified in the detail for
16 "Speed Hump" or "Speed Table".
17

18 **Plastic Stop Line**

19 A SOLID WHITE line, 18 inches wide, conforming to details in the Contract.
20

21 **Plastic Yield Line Symbol**

22 SOLID WHITE symbol, 24 inches wide and 36 inches long, conforming to details in the
23 Contract and WSDOT Standard Plan M-24.60-03.
24
25

26 **8-22.2 Materials**

27 Pavement marking materials shall be as specified in Section 9-34 of the Standard
28 Specifications and these Special Provisions.
29
30

31 **8-22.3 Construction Requirements**

32 **8-22.3(3) Marking Application**

33 Two applications of paint will be required when the paint marking is to be applied to a newly
34 surfaced or when the paint marking is not applied over an existing paint marking. The time
35 period between applications shall be per the Standard Specification.
36
37

38 **8-22.3(6) Removal of Pavement Markings**

39 Section 8-22.3(6) is supplemented with the following:
40

41 Existing pavement markings including plastic crosswalks, stop bars and raised pavement
42 markers (RPMs) shall be removed prior to placement of the slurry seal.
43

44 Pavement markings shall not be removed by grinding method except when preparing for the
45 slurry seal or when otherwise specifically authorized by the engineer. Damaged pavement
46 shall be repaired/replaced at no cost to the Contracting Agency. Contractor shall use all
47 reasonable means necessary to minimize air and noise pollution. No material associated
48 with pavement marking removal shall be allowed to enter the public storm drainage system.
49

1 **8-22.4 Measurement**
2 The fourth paragraph of Section 8-22.4 is revised as follows:
3 Painted Bicycle Detection Symbol will be measured per each symbol installed. Painted
4 Parking Stall Stripe by the linear foot Plastic Speed Hump Markings will be measured per
5 each speed hump where markings are installed. Plastic Stop Line will be measured by the
6 square foot of marking installed. Plastic Yield Line Symbol will be measured per each symbol
7 installed.

8
9 **8-22.4 Measurement**
10 **(*****)**

11 This section is SUPPLEMENTED with the following:

12
13 The measurement for:
14 "Plastic Stop Line, Incl. Removal", per lineal foot.
15 "Plastic Yield Line, Incl. Removal", per lineal foot.
16 "Plastic Speed Hump Line, Incl. Removal", per ea.
17 "Plastic Speed Table Line, Incl. Removal", per ea.

18
19 **8-22.5 Payment**
20 **(*****)**

21 This section is SUPPLEMENTED with the following:

22
23 "Plastic Stop Line, Incl. Removal", per lineal foot.
24 The unit Contract price per lineal foot for "Plastic Stop Line, Incl. Removal" shall be full pay
25 for all costs to perform the specified Work for removing the existing plastic stop line and the
26 installation after Slurry Seal Type 2 work.

27
28 "Plastic Yield Line, Incl. Removal", per lineal foot.
29 The unit Contract price per lineal foot for "Plastic yield Line, Incl. Removal" shall be full pay
30 for all costs to perform the specified Work for removing the existing plastic yield line and the
31 installation after Slurry Seal Type 2 work.

32
33 "Plastic Speed Hump Line, Incl. Removal", per ea.
34 The unit Contract price per lineal foot for "Plastic Stop Line, Incl. Removal" shall be full pay
35 for all costs to perform the specified Work for removing the existing plastic speed hump and
36 the installation after Slurry Seal Type 2 work.

37
38 "Plastic Speed Table Line, Incl. Removal", per ea.
39 The unit Contract price per lineal foot for "Plastic Stop Speed Table Line, Incl. Removal" shall
40 be full pay for all costs to perform the specified Work for removing the existing plastic Speed
41 Table lines and the installation after Slurry Seal Type 2 work.

42
43 **8-22.5 Payment**

44 Section 8-22.5 is supplemented with the following:

45
46 "Plastic Speed Table Marking, Incl. Removal", per each.
47 "Plastic Speed Hump Marking, Incl. Removal ", per each.
48 "Plastic Stop Line, Incl. Removal ", per linear foot (assume 18" width).
49 "Plastic Yield Line Symbol, Incl. Removal ", per liner foot.

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8-23 TEMPORARY PAVEMENT MARKING

8-23.2 Materials
(*****)

Section 8-23.2 is revised to read as follows:

Material for temporary marking applied for slurry seal surfaces and where otherwise designated shall be pavement marking tape and temporary flexible raised pavement markers.

END DIVISION 8

DIVISION 9
MATERIALS

1 **DIVISION 9- MATERIALS**

2
3 **(*****)**

4
5
6 **9-03 AGGREGATES**

7
8 **9-03.4(2) Grading and Quality**
9 **(*****)**

10 Section 9-03.4(2) is supplemented with the following:

11

Crushed Screening / Percent Passing	
	3/8 - inch No. 10
1"	
3/4"	
5/8"	
1/2"	100%
3/8"	95 - 100
No. 4	0 - 20
No. 10	0 - 5
No. 200	0 - 1
% fracture, by weight, min.	90

12

END OF DIVISION 9

13

14

15

16 **9-34 PAVEMENT MARKING MATERIAL**

17

18 **9-34.2 Paint**

19 Section 9-34.2 is deleted in its entirety and replaced with the following:

20

Paint shall comply with the specifications for low VOC solvent-based paint.

21

22

23 **9-34.3 Plastic**

24 Section 9-34.3 is supplemented with the following:

25

Plastic pavement marking materials shall comply with the specifications for Type A, liquid hot applied thermoplastic. All preformed thermoplastic shall have a minimum skid resistance of 60 BPN. The skid resistance will be determined using ASTM Test Method 04505.

26

27

28

29

30

END OF DIVISION 9

31

PART 5
WAGE RATES

Washington State Prevailing Wage Rates for Public Works Contracts

Department of Labor & Industry's prevailing 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:

- **APRIL 2022**

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 Newcastle Public Works Department
12835 Newcastle Way, Suite 200
Newcastle, Washington 98056

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**

kerrys@newcastlewa.gov

- **to request a copy via mail please call**

Kerry Sullivan at desk phone (425) 386-4113

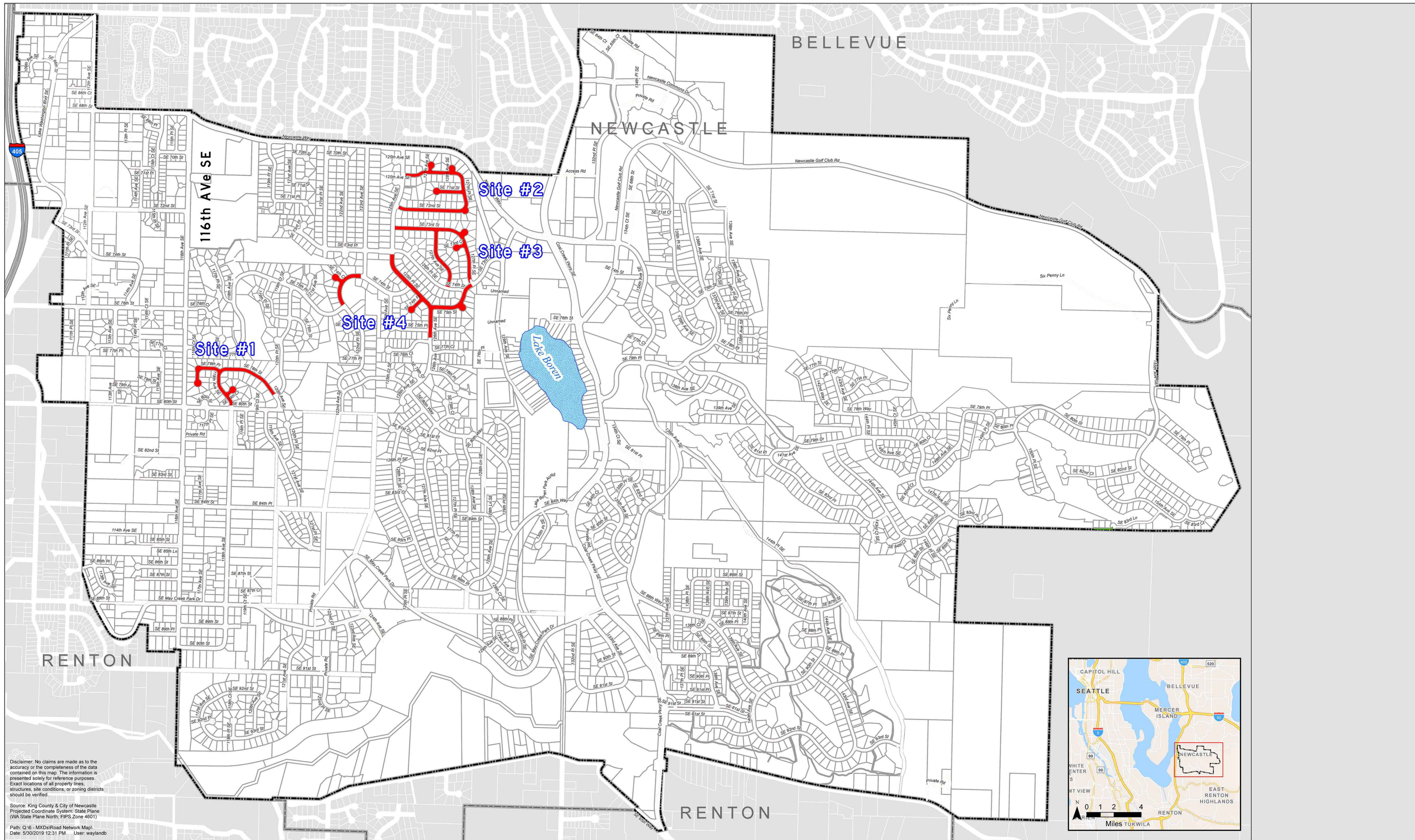
PART 6

PLANS

2022 Pavement Management Program - Quantity Estimates

Street	Site #	From	To	Neighborhood	Length	Width	Area	Cul-de-sac Area	Total Area	Plastic Yield Line	Plastic Speed Hump Marking	Plastic Speed Table Marking	Raised Pavement Marker
					LF	LF	SY	SY	SY	LF	EA	EA	HUND
SE 70th St	2	125th Ave SE	127th PI SE	Newport Woods	735	26	2,124	0	2,124				0.01
SE 71st St	2	127th PI SE	Cul-de-sac	Newport Woods	328	26	948	531	1,479				0.01
SE 72nd St	2	125th Ave SE	127th PI SE	Newport Woods	864	26	2,496	0	2,496				0.01
127th PI SE	2	SE 70th St	SE 72nd St	Newport Woods	454	26	1,312	0	1,312				0.03
127th Ave SE	2	SE 70th St	Cul-de-sac	Newport Woods	38	42	178	531	709				0.01
128th Ave SE	2	SE 70th St	Cul-de-sac	Newport Woods	33	42	154	531	685				
127th PI SE	2	Cul-de-sac	Cul-de-sac	Newport Woods	0	0	0	559	559				
125th PI SE	4	SE 73rd PI	SE 75th St	Donegal	942	26	2,722	0	2,722		1	1	0.02
126th Ave SE	4	125th PI SE	SE 75th PI	Donegal	377	26	1,090	0	1,090	20			
127th PI SE	4	SE 75th St	Cul-de-sac	Donegal	0	0	0	587	587				
127th PI SE	4	SE 75th St	SE 73rd PI	Donegal	325	26	939	0	939		1		
SE 75th St	4	125th PI SE	127th PI SE	Donegal	411	26	1,188	0	1,188		1		
SE 74th PI	4	125th PI SE	Cul-de-sac	Donegal	183	26	529	531	1,060				0.01
SE 74th St	4	123rd Ave SE	SE 75th PI	Donegal	493	26	1,425	0	1,425				
SE 74th Ct	4	SE 74th St	Cul-de-sac	Donegal	75	26	217	531	748				
SE 73rd St	3	125th Ave SE	127th PI SE	Donegal	940	26	2,716	531	3,247				0.01
SE 73rd Ct	3	127th PI SE	Cul-de-sac	Donegal	60	26	174	531	705				
127th Ave SE	3	SE 73rd St	126th Ave SE	Donegal	840	26	2,427	0	2,427				0.02
127th PI SE	3	SE 73rd St	SE 73rd PI	Donegal	650	26	1,878	0	1,878				0.02
118th Ave SE	1	SE 80th St	SE 78th PI	Lake WA Ridge	515	26	1,488	0	1,488				0.04
SE 78th St	1	118th Ave SE	120th Ave SE	Lake WA Ridge	975	26	2,817	0	2,817				
SE 78th PI	1	118th Ave SE	Cul-de-sac	Lake WA Ridge	444	26	1,283	797	2,080				
SE 79th Ct	1	118th Ave SE	Cul-de-sac	Lake WA Ridge	80	26	232	531	763				

Total 34,528 20 3 1 0.19



Disclaimer: No claims are made as to the accuracy or the completeness of the data contained on this map. The information is presented solely for reference purposes. Exact locations of all property lines, structures, site conditions, or zoning districts should be verified.

Source: King County & City of Newcastle Projected Coordinate System: State Plane (WA State Plane North: FIPS Zone 4601)

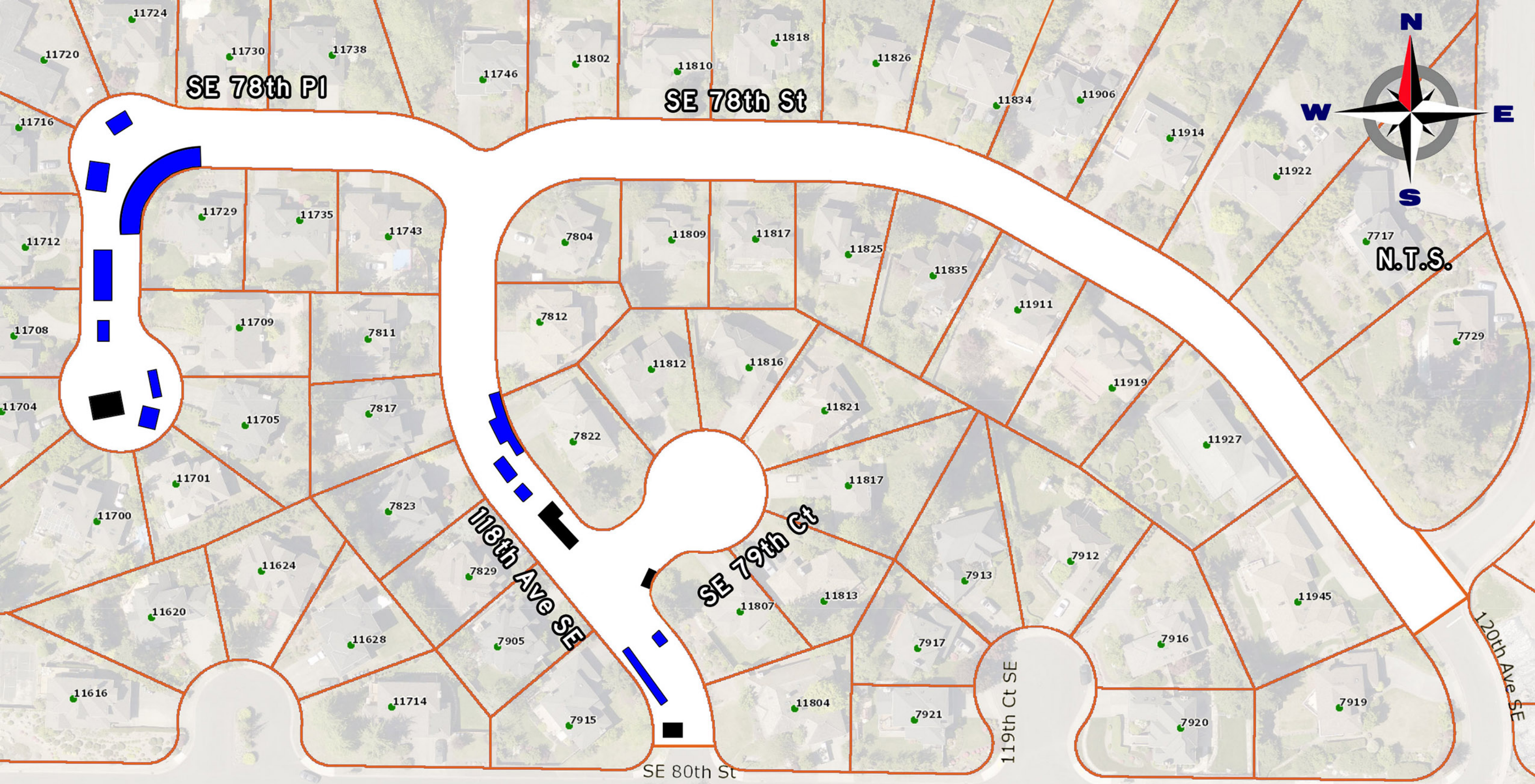
Path: Q:\16 - MXDs\Road Network Map\ Date: 5/30/2019 12:31 PM User: waylandb






Proposed Treatment Area

2022 Pavement Management Program







-  Slurry Seal
-  Chip Seal
-  HMA

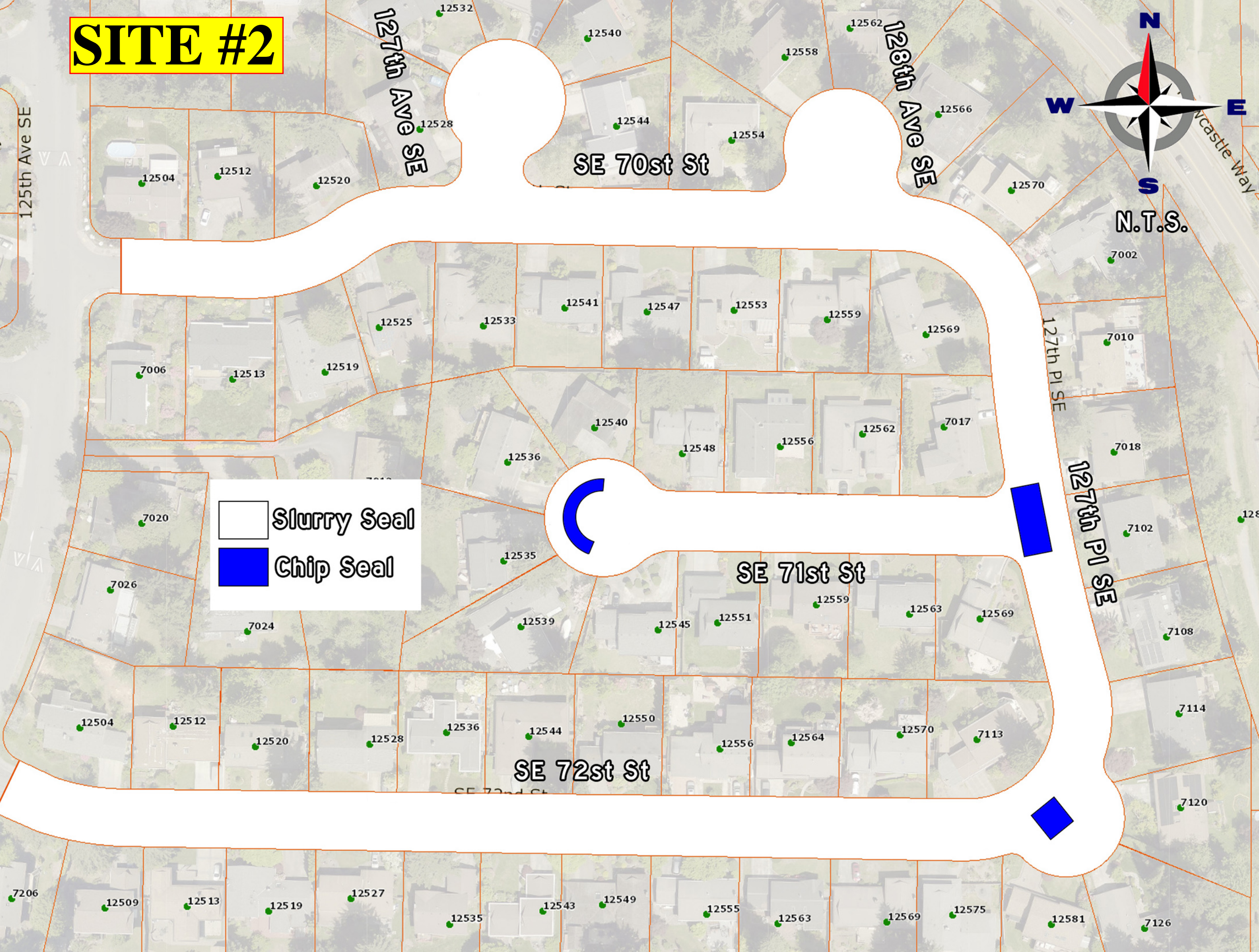
SITE #1



SITE #2




	Slurry Seal
	Chip Seal



SE 73rd St



 **Slurry Seal**

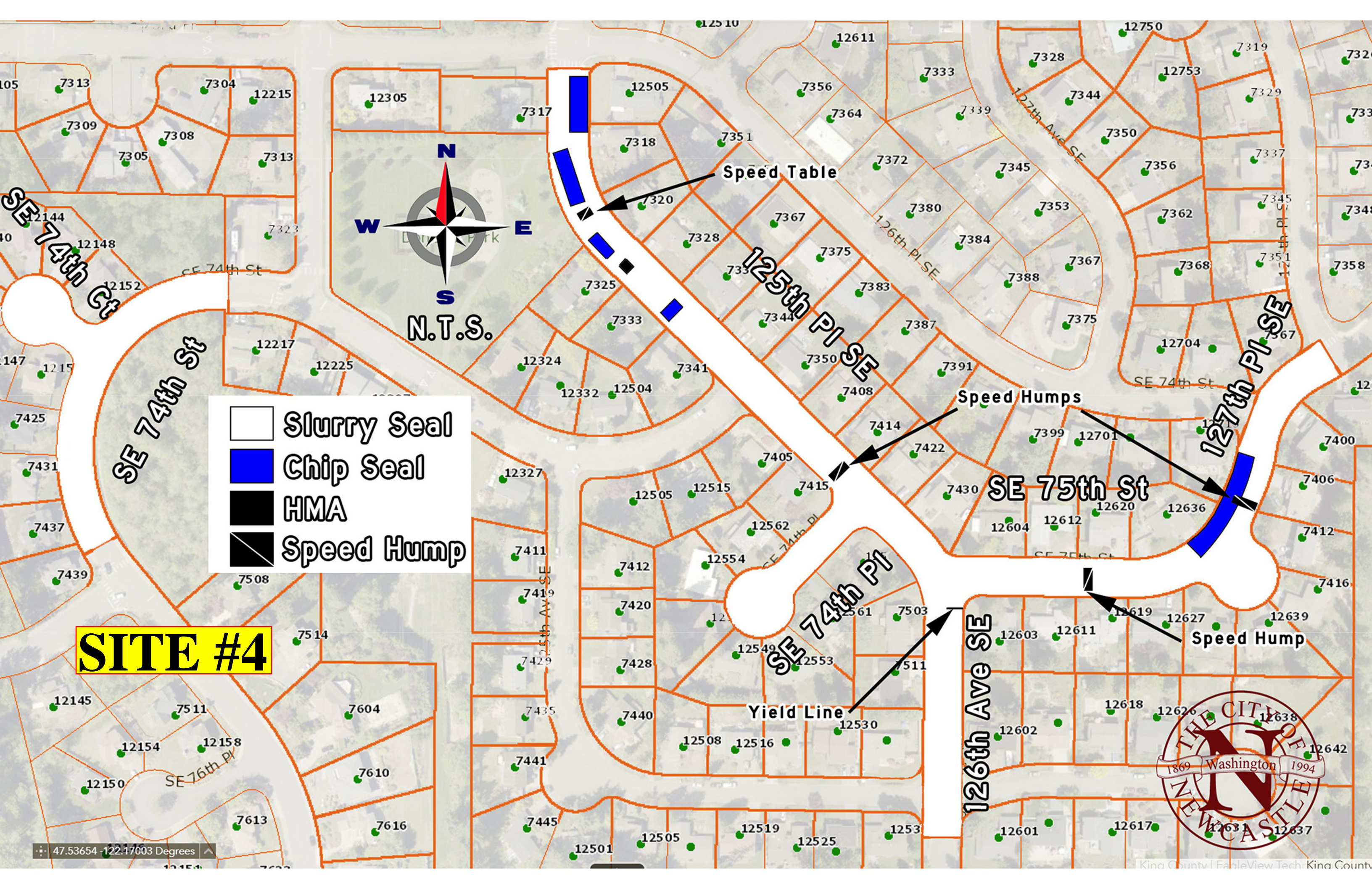
SE 73rd Ct

127th Ave SE

127th Pl SE



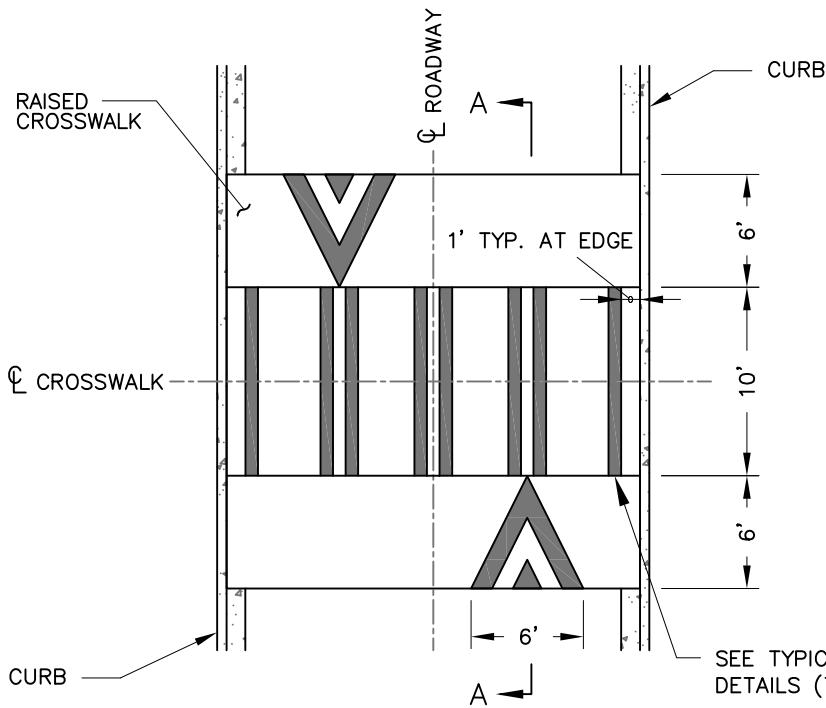
SITE #3



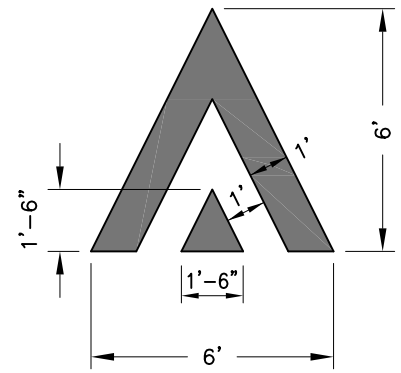
-  Slurry Seal
-  Chip Seal
-  HMA
-  Speed Hump

SITE #4

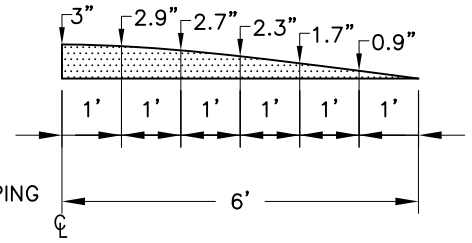




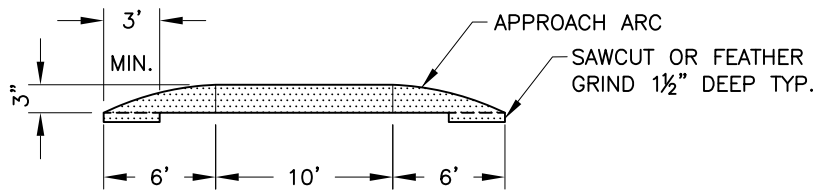
MARKING DETAIL



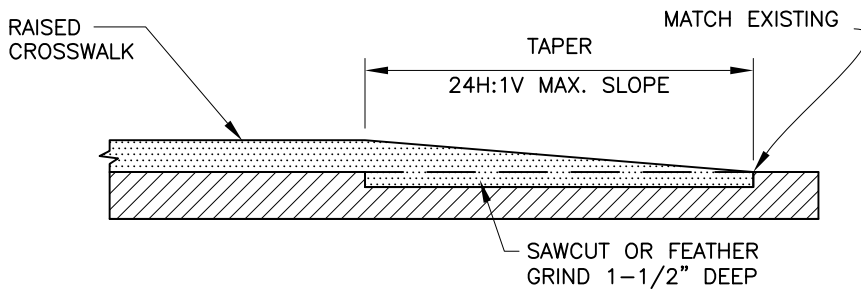
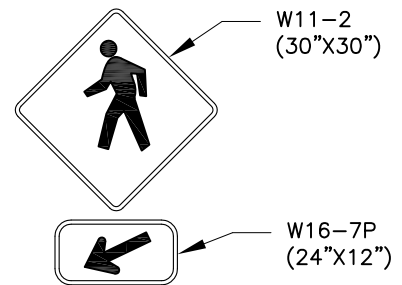
CHEVRON DETAIL



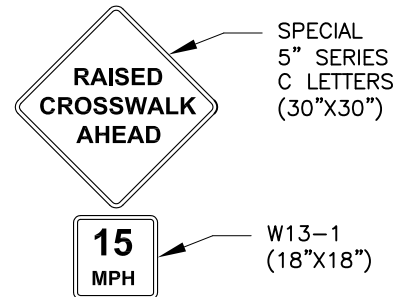
APPROACH ARC DETAIL



SECTION A - A



RAISED CROSSWALK / ASPHALT WIDENING SECTION



NOTES:

1. RAISED CROSSWALK CHEVRON MARKING SHALL BE THERMOPLASTIC PER WSDOT 9-34.3(1).
2. CHEVRON TO BE CENTERED IN THE DRIVING LANE. LOCATION SHALL BE VERIFIED BY THE ENGINEER PRIOR TO INSTALLATION.
3. ALL MUTCD SIGNS SHALL BE 3M DIAMOND GRADE REFLECTIVE SHEETING SERIES 4000. COLOR FLUORESCENT YELLOW-GREEN. SPACING TYP. OR AS APPROVED BY THE REVIEW OR FIELD ENGINEER.



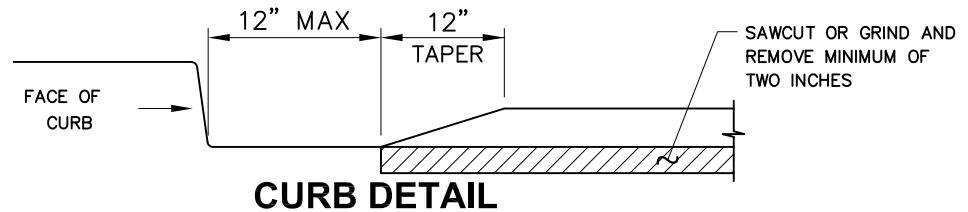
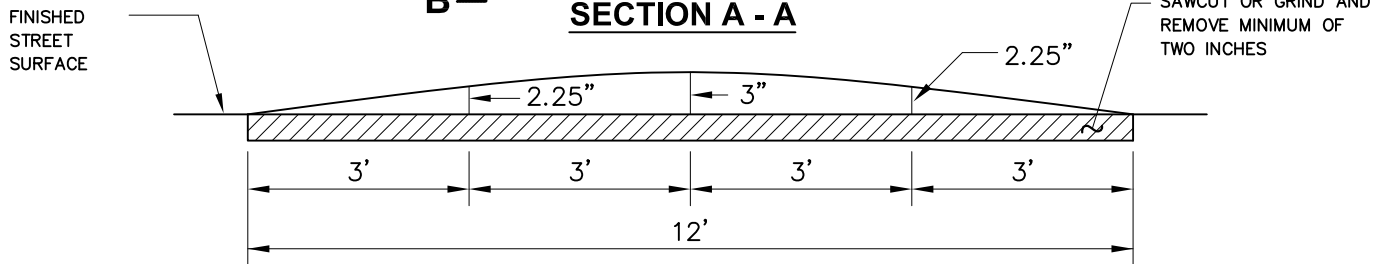
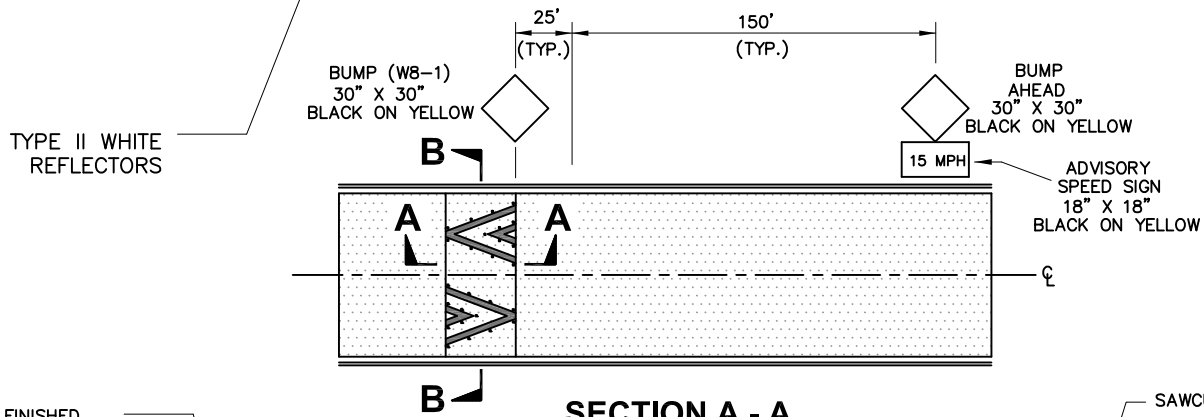
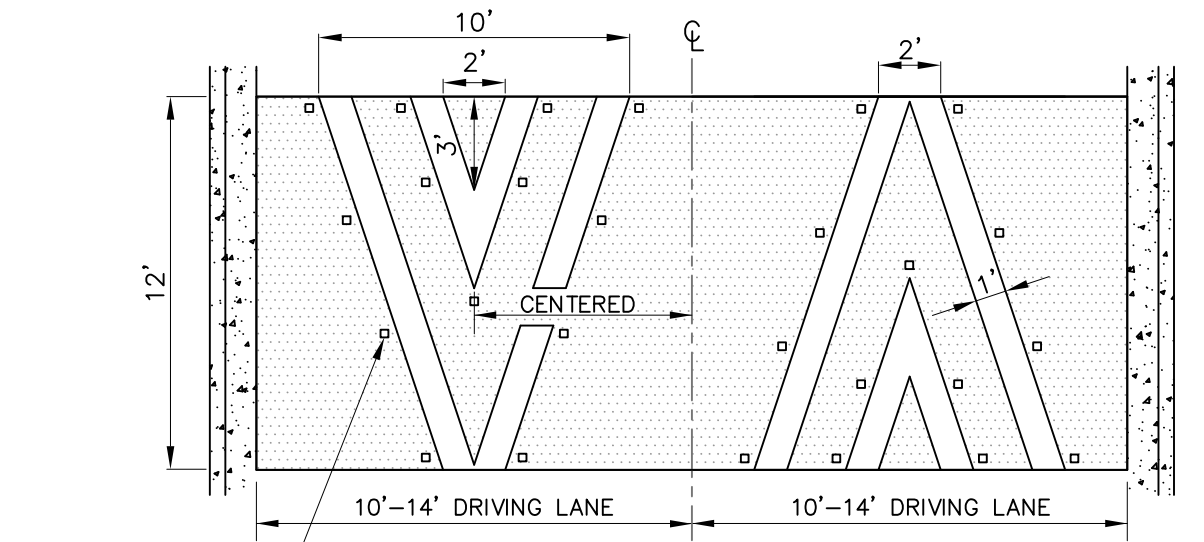
CITY OF NEWCASTLE

RAISED CROSSWALK / SPEED TABLE

APPROVED:
JEFF BRAUNS, P.E.


DATE:
FEBRUARY 2018

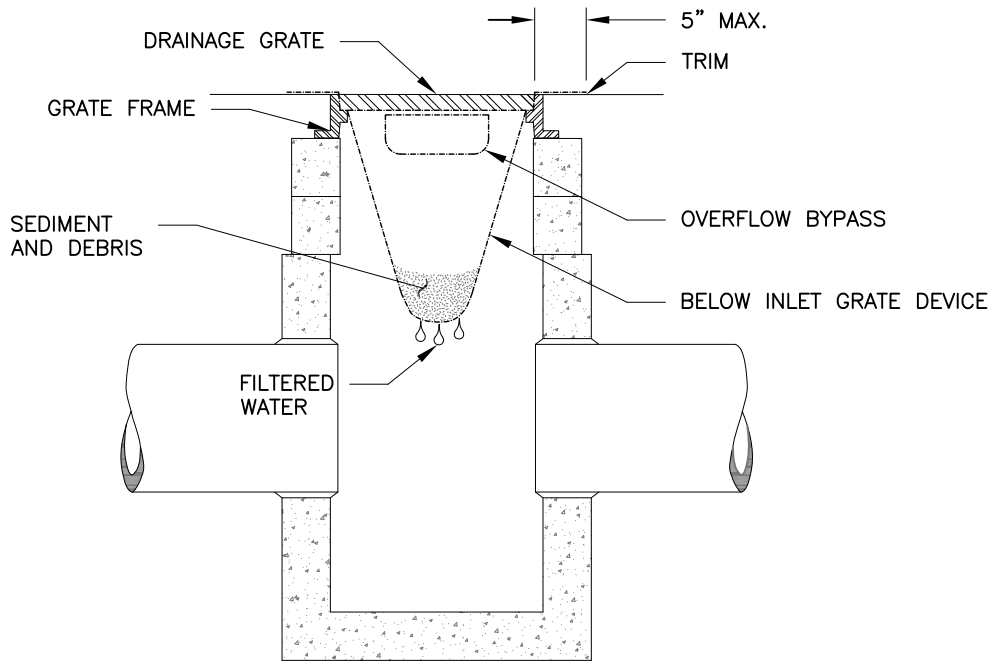
DWG. NO.
T-14



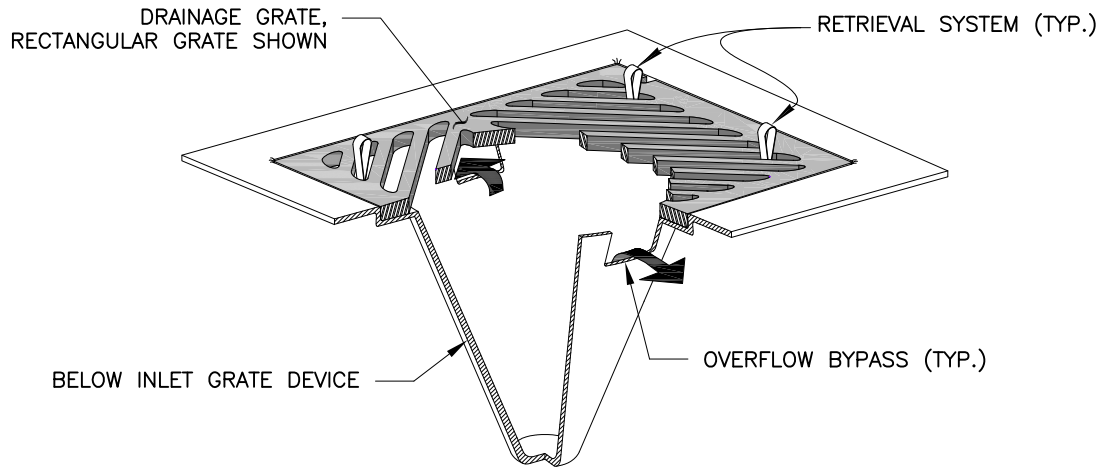
NOTES:

1. SIGN AND LEGEND LOCATION SHALL BE VERIFIED BY THE ENGINEER PRIOR TO INSTALLATION.
2. LEGEND AND V MARKINGS TO BE THERMOPLASTIC PER WSDOT 9-34.3(1).
3. SPEED HUMP TO BE CONSTRUCTED OF CLASS "G" ASPHALT CONCRETE.
4. ALL MUTCD SIGNS SHALL BE 3M DIAMOND GRADE REFLECTIVE SHEETING SERIES 4000.

	<p>CITY OF NEWCASTLE</p> <p>SPEED HUMP: DESIGN, PAVEMENT MARKING AND SIGN</p>	
<p>APPROVED: JEFF BRAUNS, P.E.</p>	<p>DATE: FEBRUARY 2018</p>	<p>DWG. NO. T-13</p>




SECTION VIEW



ISOMETRIC VIEW

NOTES:

1. SIZE THE BELOW INLET GRATE DEVICE (BIGD) FOR STORM WATER STRUCTURE IT WILL SERVICE.
2. THE BIGD SHALL HAVE A BUILT-IN HIGH-FLOW RELIEF SYSTEM (OVERFLOW BYPASS).
3. THE RETRIEVAL SYSTEM MUST ALLOW REMOVAL OF THE BIGD WITHOUT SPILLING THE COLLECTED MATERIAL.
4. PERFORM MAINTENANCE IN ACCORDANCE WITH STANDARD SPECIFICATION 8-01.3(15).

	<p>CITY OF NEWCASTLE</p> <p>FILTER FABRIC CATCH BASIN INSERT FOR SEDIMENT ONLY</p>				
<p>APPROVED: JEFF BRAUNS, P.E.</p>	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">DATE:</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">FEBRUARY 2018</td> <td style="border: none;"></td> </tr> </table>	DATE:	_____	FEBRUARY 2018	
DATE:	_____				
FEBRUARY 2018					
<p>DWG. NO. MD-5</p>					

PART 7
APPENDIX

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

APPENDIX A

**SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS
2022 PAVEMENT MANAGEMENT PROGRAM (T-011)**

These forms shall be completed in their entirety and submitted by the apparent two lowest Bidders to the City of Newcastle by 12:00 p.m. (noon) of the second business day following the bid submittal deadline.

Failure to submit and meet the requirements as stated in Section 1-02 of the Special Provisions shall be grounds for rejection of the bid. The City of Newcastle will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor:

Name: _____

Address: _____

Phone: _____

Contact Person: _____

2. Delinquent State Taxes

Instructions to Bidders: Check the appropriate box

- The Bidder does not owe delinquent taxes to the Washington State Department of Revenue.
- Alternatively, the Bidder does owe delinquent taxes to the Washington State Department of Revenue.

If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency.

(Date)

(Signature)

(Print Name)

(Title)

3. Claims Against Retainage and Bonds:

Instructions to Bidders: Check the appropriate box

- The Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date.
- Alternatively, the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date.

If the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date, submit a list of public works projects completed during this period that have had claims against retainage and bonds and include name of Project, contact information for the Owner, a list of claims filed against retainage and/or payment bond for any of the projects listed; and a written explanation of circumstances surrounding each claim and the ultimate resolution of the claim.

(Date)

(Signature)

(Print Name)

(Title)

4. Public Bidding Crime:

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder and/or its Owners have not been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

- Alternatively, the undersigned confirms that the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

If the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract, provide a written explanation identifying the date of the conviction and a description of the circumstances surrounding the conviction.

(Date)

(Signature)

(Print Name)

(Title)

5. Termination for Cause/Termination for Default

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had any public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder has had public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.

If the Bidder has had any public works contracts terminated for cause or terminated for default in the 5 years prior to the bid submittal date, provide a written explanation for all contracts terminated for cause or terminated for default by identifying the project contract that was terminated, the government agency which terminated the Contract, the date of the termination, and a description of the circumstances surrounding the termination.

(Date)

(Signature)

(Print Name)

(Title)

6. Lawsuits

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

- Alternatively, the undersigned confirms that the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

If the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, submit a list of lawsuits along with a written explanation of the circumstances surrounding each lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet the terms of contracts.

(Date)

(Signature)

(Print Name)

(Title)

7. Contract Time (Liquidated Damages)

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had liquidated damages assessed on any project it has completed in the 5 years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder has had liquidated damages assessed on projects in the 5 years prior to the bid submittal date.

If the Bidder has had liquidated damages assessed against projects in the 5 years prior to the bid submittal date, submit a list of projects along with Owner contact information, and number of days assessed liquidated damages. The Contracting Agency shall determine whether the Contractor has a pattern of failing to complete projects within Contract Time.

(Date)

(Signature)

(Print Name)

(Title)

8. Capacity and Experience

The Bidder shall have sufficient current capacity and experience to meet the requirements of this Project. The Bidder shall have successfully completed at least three projects, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 60 percent of the bid amount submitted by the Bidder.

A. Capacity

- i. Gross dollar amount of work currently under contract:

- ii. Gross dollar amount of contracts currently not completed:

- iii. 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:

B. Experience

- i. General character of work performed by firm:

- ii. Identify who will be the superintendent on this project. Also, list the number of years this person has been with your firm.

iii. Similar Size and Scope Projects Completed in the Part 5 Years

#1 Owner's Name and Contact Information: _____

Owner is a Government Agency? ___ Yes ___ No

Project Name: _____

Awarded Contract Amount: _____

Final Contract Amount: _____

Completion Date: _____

Project Description: _____

#2 Owner's Name and Contact Information: _____

Owner is a Government Agency? ___ Yes ___ No

Project Name: _____

Awarded Contract Amount: _____

Final Contract Amount: _____

Completion Date: _____

Project Description: _____

#3 Owner's Name and Contact Information: _____

Owner is a Government Agency? ___ Yes ___ No

Project Name: _____

Awarded Contract Amount: _____

Final Contract Amount: _____

Completion Date: _____

Project Description: _____

APPENDIX B
RETAINAGE OPTIONS

APPENDIX B

RETAINAGE INVESTMENT OPTION

Contractor: _____ Project Name: _____

Date: _____ Project Number: _____

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how retainage under this contract will be invested. Please complete and sign this form indicating your preference. If you fail to do so, the City will deposit the funds in a Guarantee Deposit account, and you will miss the benefit of any interest earned. Select one of the following options:

1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. If this is your choice, then please complete attached *SAVINGS ACCOUNT AGREEMENT*. Please state the name of your bank.

Bank: _____.

2. **Escrow/Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues. If this is your choice then please complete attached *ESCROW AGREEMENT*.

Preferred Bank: _____

Securities/Bonds: _____

3. **Guarantee Deposit:** Retainage will be held by the City. No interest is payable to the Contractor

Retainage is normally released 45 days after final acceptance of the work, or following receipt of

Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be longer, due to its seasonal nature.

State law allows for limited early release of retainage in certain circumstance.

Contractor's Signature

Title

SAVINGS ACCOUNT AGREEMENT

TO BANK: _____ SAVINGS ACCOUNT NO: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF NEWCASTLE
12835 Newcastle Way, Suite 200, Newcastle, WA 98056

CONTRACT NO: _____

PROJECT TITLE:

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF NEWCASTLE, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be placed by you in an interest-bearing savings account.
2. When and as interest on the savings account accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the principal held by you pursuant to this agreement, except in accordance with written instruction from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the moneys held by you hereunder, or in the event that the conditions of this agreement are not promptly fulfilled, or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this agreement, or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services for the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

5. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
6. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY. You are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representative and heir of the parties hereto.

Contractor

BY: _____
"
Title: _____

Date: _____

Address: _____

CITY OF NEWCASTLE
Agency

BY: _____

Robert T. Wyman, City Manager

Date: _____

The above savings account agreement and instruction received and accepted this _____
day of _____, 20__

Bank Name

Authorized Bank Officer

ESCROW AGREEMENT

TO BANK: _____ ESCROW NO.: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF NEWCASTLE
12835 Newcastle Way; Suite 200
Newcastle, WA 98056

CONTRACT NO.: _____

PROJECT TITLE:

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF NEWCASTLE, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by the AGENCY. Attached is a list of such bonds, or other securities approved by the AGENCY. Other bonds or securities, except stocks may be selected by the CONTRACTOR, subject to express written approval of the AGENCY. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the AGENCY as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.

3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the AGENCY'S warrants) except in accordance with written instructions from the AGENCY. Compliance with such instruction shall relieve you of any further liability related thereto.
4. In the event the AGENCY orders you to do so in writing, you shall within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.
5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any property placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
7. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The foregoing provision shall be binding upon the assigns, successors, personal representative and heir of the parties hereto.

_____	<u>CITY OF NEWCASTLE</u>
<i>Contractor</i>	<i>Agency</i>
By: _____	By: _____
"	
Title: _____	Robert T. Wyman, City Manager
Date: _____	Date: _____
Address: _____	

The above escrow agreement and instruction received and accepted this _____ day of _____, 20__.

Bank Name

Authorized Bank Officer

SECURITIES AUTHORIZED BY AGENCY

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligation of any corporation wholly-owned by the government of the United States;
4. Indebtedness of the Federal Nation Mortgage Association; and
5. Time deposits in commercial banks.