

1 **DESCRIPTION OF WORK**

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

4 This project will be an 3,400 lineal foot extension of 51st Avenue NE into the Arlington Airport,
5 north of SR-531 (172nd Street NE). Installation includes construction of new roadway, curbs,
6 sidewalks, trails and low impact design (LID) drainage system. This will be the primary
7 access into the Airport Business Park, a 124,000 square foot light industrial and commercial
8 center.

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10 Completion of this new 3-lane arterial, in combination with other roadway improvement
11 projects, will help to relieve severe congestion on 172nd Street NE by providing an
12 alternative route to and from the Northern areas of the City. In addition it will provide access
13 to the Arlington Airport Business Park.

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15 **DESCRIPTION OF ADDITIVE ALTERNATES**

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17 **(*****)**

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19 Additive Alternate 1

20 Additive Alternate 1 shall include all labor and materials required to construct the
21 following asphalt overlay from Station 21+00 to 40+48:

- 22 1. Longitudinal asphalt plane along existing curb line for a width of 6-ft. Planing
23 shall have 2-in depth at curbline and taper to 0" at 6-ft limit.
24 2. Transverse asphalt plane at Station 21+00 for a width of 20-ft.
25 3. 2-in asphalt overlay of existing asphalt placed prior to placement of adjacent
26 new asphalt.
27 4. Raise road profile show in plan set by 2-in
28 5. Reset all structures to grade

29 Additive Alternate 2

30 Additive Alternate 2 shall include all labor and materials required to install the
31 concrete curb and gutter.

32 Additive Alternate 3

33 Additive Alternate 3 shall include all labor and materials required to install landscape
34 planting shown on landscape plans.

35 All labor and materials required to install soil associated with rain gardens shall be
36 included in the base bid.

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Division 1
General Requirements

DEFINITION AND TERMS

Abbreviations

Section 1-01.2 is supplemented with the following:

(April 18, 2011 COA GSP)

11	ADA	Americans with Disabilities Act
12	ADAAG	ADA Accessibility Guidelines
13	AMC	Arlington Municipal Code
14	BCY	Bank Cubic Yards
15	CAPA	Critical Area Protection Area
16	CAPE	Critical Area Protection Easement
17	CATV	Cable Television
18	CB	Catch Basin
19	CDF	Controlled Density Fill
20	CIP	Capital Improvement Program
21	CPE	Corrugated Polyethylene
22	CMP	Corrugated Metal Pipe
23	CSBC	Crushed surfacing base course
24	CSTC	Crushed surfacing top course
25	DCVA	Double Check Valve Assembly
26	DIA	Diameter
27	DOE	Department of Ecology
28	DSHS	Department of Social and Health Services
29	ESAL	Equivalent Single Axle Load
30	HDPE	High Density Polyethylene
31	HECP	Hydraulically Applied Erosion Control Product
32	HMA	Hot Mix Asphalt
33	JMF	Job Mix Formula
34	LCPE	Lined Corrugated Polyethylene
35	MH	Manhole
36	MUTCD	Manual of Uniform Traffic Control Devices
37	NIC	Not in Contract
38	NGPA	Native Growth Protection Area
39	NPDES	National Pollutant Discharge Elimination System
40	NST	National Standard Threads
41	OCI	Overall Condition Index
42	OWWM	Ordinary High Water Mark
43	PC	Point of Curvature
44	PCP	Plain Concrete Pipe
45	PI	Point of Intersection
46	PCC	Portland Cement Concrete
47	PLS	Professional Land Surveyor
48	PROWAAC	Public Rights-of-Way Access Advisory Committee
49	PROWAG	Draft Proposed Right-of-Way Accessibility Guidelines
50	PRV	Pressure Reducing Valve
51	PT	Point of Tangency
52	PVC	Polyvinyl Chloride or Point of Vertical Curvature

1	PVI	Point of Vertical Intersection
2	QPL	Qualified Products List
3	RAM	Request for Approval of Material
4	R/W	Right of Way
5	RCP	Reinforced Concrete Pipe
6	RCW	Revised Code of Washington
7	RPBA	Reduced Pressure Backflow Assembly
8	RPDA	Reduced Pressure Detector Assembly
9	SWPE	Solid Wall Polyethylene
10	SWPPP	Storm Water Pollution Prevention Plan
11	TCY	Truck Cubic Yard
12	TESCP	Temporary Erosion/Sedimentation Control Plan
13	VMD	Vehicle Maneuvering Diagrams
14	VFA	Voids Filled with Asphalt
15	VMA	Voids in Mineral Aggregate
16	WSDOH	Washington State Department of Health
17	WSDOT	Washington State Department of Transportation

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20 **Definitions**

21 Section 1-01.3 is supplemented with the following:

22
23 (January 20, 2012 COA GSP)

24 All references in the Standard Specifications to the terms “State”, “Department of
25 Transportation”, “Washington State Transportation Commission”, “Commission”,
26 “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer”
27 shall be revised to read “Contracting Agency”.

28
29 All references to “State Materials Laboratory” shall be revised to read “Contracting
30 Agency designated laboratory”.

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32 The venue of all causes of action arising from the advertisement, award, execution,
33 and performance of the contract shall be in the Snohomish County Superior Court.

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35 **AASHTO** – The American Association of State and Highway Transportation
36 Officials

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38 **AASHTO Green Book: A Policy on Geometric Design of Highways and Streets**
39 - contains the latest design practices in universal use as the standard for highway
40 geometric design

41
42 **Additive** - A supplemental unit of work or group of bid items, identified separately in
43 the proposal, which may, at the discretion of the Contracting Agency, be awarded in
44 addition to the base bid.

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46 **Alley** – A public or privately maintained thoroughfare, tract, or easement, usually
47 narrower than a street, which provides access to the rear boundary of one or more
48 lots and is not intended for general traffic circulation.

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

AMC – The City of Arlington Municipal Code.

Applicant – For the purposes of these standards, the Applicant shall be considered the same as the Developer, and may be used interchangeably.

Appurtenance – Equipment and/or accessories that are part of an operating system or subsystem.

Arterial Streets – A street classification which includes principal, minor, industrial collector and residential collector arterials and residential collectors. Those streets so designated by the City of Arlington Transportation Comprehensive Plan.

As-built Drawings - The words “As-Built Drawing” shall mean a drawing prepared a Professional Engineer licensed in the State of Washington that show the final built condition of the site.

Auxiliary Lane – That portion of the street adjoining the traveled way for speed change, turning, storage for turning, weaving, truck climbing, or other purposes supplementary to through-traffic movement.

Average Daily Traffic (ADT) – The total volume during a given time period (in whole days), greater than one (1) day and less than one (1) year, divided by the number of days in that time period. ADT is typically used in quantifying the combined number of vehicles traveling in both directions on a particular street.

Backfill – Replacement of excavated material with suitable material compacted as specified.

Best Management Practices (BMPs) - A schedule of activities, prohibitions of practices, physical structures, maintenance procedures, and other management practices undertaken to reduce or prevent increases in runoff quantity and pollution.

Bike Lane – A travel lane, located within the paved area of a street, which is provided for the exclusive use of bicycles designated by lane use signs and pavement markings.

Bill of Sale – The transfer of ownership document that a Developer must provide before the City will agree to accept, operate and maintain public improvements.

Bollard – A fixed or removable post designed to prevent vehicular access, or to prevent damage to an adjacent above-ground structure.

Boring – Grade and alignment controlled mechanical method of installing a pipe or casing under a street without disturbing the surrounding medium.

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Buffer – The zone contiguous to a critical area as defined in AMC 20.88 that is required for the continued maintenance, function, and/or structural stability of the critical area.

Building Official – City of Arlington Building Official or their designee.

Channelization – The separation or regulation of conflicting traffic movements into definite paths of travel by the use of pavement markings, raised islands or other suitable means to facilitate the safe and orderly movement of both vehicles and pedestrians.

City – The City of Arlington, acting through its legally constituted elected officials, employees or agents.

City Attorney – Attorney representing the City of Arlington.

City Engineer – Shall refer to the Arlington City Engineer, or their designee, in the context of municipal projects. Shall refer to engineer of record for non-municipal projects.

City Inspector – An authorized representative of the Public Works Department performing inspection and testing.

City Standards or these Standards – City of Arlington Public Works Design and Construction Standards and Specifications, latest edition.

City Standard Details or Standard Details – City of Arlington Standard Detail drawings, latest edition.

Clear Zone – The total roadside border area starting at the edge of the traveled way available for use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non recoverable slope, and/or a clear run-out area.

Clearing – The act of destroying, trimming, altering, or removing vegetation by any means.

Commercial Development – Includes multi-family residential, and commercial, office or industrial buildings.

Compaction – The densification of fill by mechanical means.

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

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

The Contract includes the Contract (agreement) Form, Bidder’s completed Proposal Form, Contract Provisions, Contract Plans, standard Specifications, Standard Plans, Addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any).

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Contract Bond - The approved form of security furnished by the Contractor and the Contractor's Surety as required by the Contract, that guarantees performance of all the Work required by the Contract.

Contract Documents - See definition for "Contract".

Contract Time - The period of time established by the terms and conditions of the contract within which the work must be physically completed.

Contractor – The individual, firm, partnership, corporation, or joint venture entering into a contract with a Developer or the City to perform the work in accordance with these Standards. The term shall also include the Contractor's agents, employees and subcontractors.

Contracting Agency – Entity responsible for the execution and administration of the Contract.

Critical Areas – Areas within the City that include wetlands, streams, wildlife and fisheries habitat, geologic hazard areas, frequently flooded areas and aquifer recharge areas.

Cubing – The process of inserting foam cubes (pigs) into and pushed through a new water or sanitary sewer main to remove any residue, dirt, debris, obstruction or foreign material from the pipe. This process is also referred to as "pigging."

Cul-de-sac – A short street having one end open to traffic and the other temporarily or permanently terminated by a vehicle turnaround at or near the terminus.

Culvert – Pipe, pipe arch or concrete box structure which drains open channels, swales or ditches under a street or embankment; typically with no catch basins along its length.

Cut – See Excavation.

Dates

Bid Opening Date

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

Notice of Award Date

The date which appears on the Notice of Award to the successful Bidder.

Contract Execution Date

The date the Contracting Agency officially binds the agency to the contract, and construction duration time begins.

Notice to Proceed Date

The date stated in the Notice to Proceed on which construction activity can begin.

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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, and only minor incidental work, replacement of temporary substitute facilities, 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.

Dead End – A street with a single location for ingress and egress for vehicles.

Public Works Director – City of Arlington Public Works Director, a representative of the City of Arlington.

Design Capacity – The traffic volume at which a particular class of street will operate at an established acceptable level-of-service. Typically, the design capacity of a street is the number of vehicles, in a 24-hour period at which that street would operate at a level-of service D as defined in the City of Arlington Transportation Comprehensive Plan.

Design Deviation – The process and resulting documentation associated with a geometric feature created or perpetuated by a Public Works improvement that does not conform to the minimum criteria set forth in these standards and policies, but does provide the same safety elements to the public. This includes what some may refer to as a design exception or exemption.

Design Speed – The vehicle speed approved by the Engineer which is used to determine the design elements of a street, including but not limited to, intersection/driveway sight triangle, stopping sight distance, super-elevations, curve radii, etc. for residential and industrial streets, or equal to ten mph above the current or expected posted speed for streets designated as arterials unless otherwise determined by the Engineer.

Design Vehicle – The FHWA classification of vehicle (such as “WB-50”, BUS, or SU) that is used to establish the design of a particular street, intersection, or driveway; or the on-site maneuvering area required in the parking/loading area of a private business or public facility.

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Developer – For the purposes of these standards, the Developer means any person or entity designated or named in writing by the property or easement owner to be the Applicant, or a public agency or utility which owns a right-of-way or easement in a permit application or approval for a development proposal or capital improvement project. Developer also includes a permit applicant, one who has already been granted a permit, and the City itself for those situations where City construction activities are subject to approval under the particular standard.

Developer’s Engineer or Design Engineer – The Professional Engineer or engineering firm entering into a contract with the Developer and representing the Developer to prepare construction documents and provide other engineering services. The term shall also include its employees and sub-consultants.

Development – Land disturbing activities; structural development (including construction or installation of a building or other structure); creation of impervious surfaces; and subdivision, short subdivision and binding site plans, as defined in RCW 58.17.

Director of Community Development – City of Arlington Director of the Department of Community Development.

Director of Public Works – City of Arlington Director of the Department of Public Works.

DOE – State of Washington Department of Ecology

DOE Stormwater Management Manual – Department of Ecology Stormwater Management Manual for Western Washington, adopted edition by the City of Arlington.

Downspout - The word “Downspout” shall mean the leader of pipe above ground which is installed to conduct storm water from the roof gutter or any structure.

Drip Line – The circle that would exist if you drew a line below the tips of the outer most branches of a tree or plant.

Driveway – A privately maintained access to residential, commercial or industrial properties.

Dry Season – In the application of these standards: April 1 to September 30 of each year.

Easement - Means a legal encumbrance that is placed against a property’s title to reserve specified privileges for the users and beneficiaries, both public and private, within the boundaries of the easement.

Engineer – Shall refer to City Engineer in the context of municipal projects. Shall refer to engineer of record for non-municipal projects.

- 1 **Engineering Plan** – The official drawings, plans, profiles, typical cross-sections
2 and supplemental drawings, and specifications , technical reports, or reproductions
3 thereof, approved by the Engineer, which show the location, character, dimensions
4 and details of work to be performed. The engineering plan shall be prepared, dated,
5 stamped and signed by a Professional Engineer licensed in the State of
6 Washington. All such documents are to be considered as a part of the plans
7 whether attached to or separate. An engineering plan may be supplemented with
8 reports which contain detailed calculations, structural calculations, or other
9 supporting documents needed to assess the total plan.
10
- 11 **Engineering Review** – An evaluation by the Public Works Department of a
12 proposed project’s compliance with these standards and other applicable City,
13 State, and Federal regulations, ordinances, and policies.
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- 15 **Erosion** – The wearing away of the ground surface as a result of the movement of
16 wind, water, or ice.
17
- 18 **Excavation** – The removal of earth material by artificial means also referred to as
19 cut.
20
- 21 **Filling** – Deposition of earth materials by artificial means also referred to as fill.
22
- 23 **Final Acceptance** – Acceptance by ordinance of the infrastructure improvements
24 constructed by the Developer for ownership, operation and maintenance based on
25 the bill of sale.
26
- 27 **Final Construction Approval** – The approval granted by the Engineer of all
28 infrastructure improvements constructed by the Developer as required by the
29 approved engineering plans. All items on the final inspection punchlist must be
30 completed prior to receiving this approval.
31
- 32 **Final Cleanup** – As defined in the WSDOT Standard Specification Section 1-04.11.
33
- 34 **Final Inspection** – This is the last inspection of the physical infrastructure
35 improvements by the inspector and Public Works Department staff resulting in the
36 list of correction items shown in the final inspection punchlist.
37
- 38 **Final Inspection Punchlist** – The list prepared by the inspector of missing or
39 defective work that must be completed in accordance with the approved
40 engineering plans and any revisions.
41
- 42 **Financial Guarantee** – A surety bond, assignment of funds, irrevocable letter of
43 credit, or other means acceptable to or required by the City Engineer to guarantee
44 that work is completed in compliance with the project’s approved plans, and in
45 compliance with City of Arlington requirements.
46
- 47 **Fire Chief** – City of Arlington Fire Chief or their designee.
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- 49 **Geometrics** – The physical arrangement of the visible elements of a street such as
50 alignment, grade, curvature, width and side slopes.
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- 52 **Grade** – The vertical location of the ground surface.

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Grade, Existing – The grade prior to grading.

Grade, Finished – The grade of the site at the conclusion of all grading and/or construction activities.

Grading – An excavation or fill, or combination thereof.

Half-Street – An interim street section built adjacent to the property line which eventually will be completed to a full width street section when the adjacent property is developed.

Improved City Street – A term referring to a public street typically paved with asphalt concrete, and having such features as sidewalks, landscaping, a paved area for parked vehicles, curbs and gutters, street lights, traffic signs, pavement markings, etc. This is in contrast to an “unimproved” street with no physical improvements or which might be built with only an unmaintained gravel surface.

Industrial Collector Arterial – Those streets so designated by the City of Arlington Transportation Comprehensive Plan.

Infrastructure Improvements - Street improvements, street lighting, traffic control devices and signage, water, sewer, street and storm drainage systems, and conduit for fiber optics systems.

Ingress/Egress – Points of access to and from a property or parcel.

Intersection/Driveway Sight Triangle– The specified areas along intersection and driveway approach legs, and across their included corners, that are clear of obstructions that might block a driver’s view of potentially conflicting vehicles. The dimensions of the legs of the sight triangles depend on the design speed and the type of traffic control used at the intersection.

Intersection – The area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways of two or more highways which join one another at, or approximately at, right angles; or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict.

Inspector – The City’s authorized representative assigned to make all necessary inspections of work performed, or of materials furnished or being furnished by the Developer.

Landing – A Street or driveway approach area to any public or private street. Also, this refers to the level area at the back of the sidewalk ramp, typically 4’ wide.

Latecomers Agreements – Those agreements which identify costs for constructed public improvements that will be shared by other developers when they develop parcels within the specific time period specified by those agreements. See RCW 35.91.020.

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Licensed Side Sewer Contractor - The words “Licensed Side Sewer Contractor” shall mean any person, partnership, corporation or association duly qualified and competent to do work incidental to the construction or repair of side sewer under permits issued under these regulations and who shall have been duly licensed and bonded with the State of Washington and the City.

Local Improvement District (LID) – A method provided by RCW 35.43 by which a group of property owners can share in the cost of transportation or utility system infrastructure improvements. This may involve improving the street, building sidewalks, installing water and sanitary sewer service, and providing a stormwater management system. LIDs may be used to finance new improvements or improvements on existing streets that previously have been accepted for maintenance by the City.

Lot – A physically separate and distinct parcel of property that has been created pursuant to the provisions in the AMC, or pursuant to any previous laws governing the subdivision, short subdivision or segregation of land. For the purposes of these standards, Lot shall be considered the same as Property or Parcel and may be used interchangeably.

Low Impact Development - An innovative ecosystem based approach to land Development and storm water management that results in fewer environmental impacts.

Lumen – The unit of measurement for lighting levels.

Luminance – The reflected light from street lights or other light sources from the pavement surface that is visible to the motorist’s eye.

Mainline Extension – The extension or expansion of the system of water mains, sanitary sewer mains, storm drainage systems, streets, and all related appurtenances to be constructed in whole or in part as required by the conditions of approval.

Material or Materials - These words shall be construed to embrace machinery, manufactured or fabricated articles, and natural substance to be furnished in connection with the Project.

Material Certification of Compliance – An approved list of materials certified by the manufacturer or supplier as meeting the minimum requirements of these standards.

Materials Testing Laboratory – A materials testing laboratory adhering to ASTM and AASHTO accepted standards and all reports shall be stamped and signed by a Professional Engineer.

Monitoring – The collection of data by various methods for the purposes of understanding natural systems and features, evaluating the impacts of development proposals on such systems, and assessing the performance of mitigation measures imposed as conditions of development approval.

1 **MUTCD** – Manual on Uniform Traffic Control Devices for Streets and Highways,
2 published by U.S. Department of Transportation Federal Highway Administration,
3 latest edition.
4

5 **National Pollutant Discharge Elimination System (NPDES)** – This is the part of
6 the federal Clean Water Act which requires point source dischargers to obtain
7 permits. These permits are referred to as NPDES Permits and are administered by
8 the Washington State Department of Ecology.
9

10 **Notice of Award** - The written notice from the Contracting Agency to the successful
11 bidder signifying the Contracting Agency’s acceptance of the bid.
12

13 **Notice to Proceed** - The written notice from the Contracting Agency or Engineer to
14 the Contractor authorizing and directing the Contractor to proceed with the work.
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16 **Occupant** - The word “Occupant” shall mean any Person or Owner in physical
17 possession of a structure to which Utility Service is available.
18

19 **Owner** – For projects that are administered by the City of Arlington, Owner shall be
20 considered to be the City of Arlington. For projects that are administered by a
21 developer, Owner shall be considered to be the developer.
22

23 **Pavement Widening** – Pavement widening projects are expansion of the street
24 surface for vehicular use and may involve earthwork, drainage and paving
25 elements. These projects are considered alterations of the street and must address
26 ADA accessibility for pedestrians.
27

28 **Payment Bond** - The approved form of security furnished by the Contractor and
29 the Contractor’s Surety as required by the Contract, that guarantees payment to
30 anyone who provides supplies or labor for the performance of the Work.
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32 **Performance Bond** – See “Contract Bond”
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34 **Permit** - The work “Permit” shall mean an application for and the printed numbered
35 form issued by the City prior to construction or repair of any side sewer.
36

37 **Permit Center** – The City of Arlington Permit Center.
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39 **Person or Owner** - The words “Person or Owner” shall mean any individual,
40 company, partnership, corporation, association, society or group who has
41 ownership of a structure to which sewer service is available and the singular term
42 shall include the plural.
43

44 **Plan Approval** – The approval of the engineering plans by Public Works staff for
45 the appropriate permit application. This approval is a prerequisite for being able to
46 have the permit issued. Also required from the Developer for permit issuance are
47 the appropriate financial guarantees, certificate of insurance, and payment of all
48 applicable fees and charges.
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1 **Plans or Construction Plans** – Project drawings subject to City review and
2 approval prior to construction that show the location, character and dimensions of
3 the proposed work such as layouts, profiles, cross-sections, details, methods and
4 general notes.
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6 **Pre-Construction Conference** – Meeting held by the Engineer with the Developer,
7 utilities, contractors and staff to convey information regarding the expectations of
8 the City.
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10 **Private Sewer** - The words “Private Sewer” shall mean a Sewer, exclusive of Side
11 Sewers, which are neither owned nor operated by the City.
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13 **Professional Engineer** – A person who, by reason of his or her special knowledge
14 of the mathematical and physical sciences and the principles and methods of
15 engineering analysis and design, acquired by professional education and practical
16 experience, is qualified to practice engineering as defined in RCW 18.43, as
17 attested by his or her legal registration as a Professional Engineer
18
19 **Professional Land Surveyor** – A person who, by reason of his or her special
20 knowledge of the mathematical and physical sciences and principles and practices
21 of land surveying, which is acquired by professional education and practical
22 experience, is qualified to practice land surveying as defined in RCW 18.43, as
23 attested to by his or her legal registration as a Professional Land Surveyor.
24
25 **Profile Grade** – Rate or percentage of change in elevation measured along the
26 centerline of any infrastructure as define herein, either ascending or descending
27 from or along the said Infrastructure.
28
29 **Project** – The proposed action by a Developer requiring improvements to the
30 street, water, storm drainage, sewer and utility systems within the City.
31
32 **Protected Left-Turn Storage** – The area within an exclusive left-turn lane in which
33 vehicles can be stopped without interfering with the movement of vehicles in
34 adjacent lanes.
35
36 **Public Sewer** - The words “Public Sewer” shall mean a Sewer, exclusive of Side
37 Sewers, owned or operated by the City.
38
39 **Public Street** - Publicly owned facility-providing for the movement of vehicles,
40 bicycles, and pedestrians and/or access to adjacent properties, including the street
41 and all other improvements, within the right-of-way.
42
43 **Public Works** – All work, construction, alteration, repair, or improvement other than
44 ordinary maintenance, executed at the cost of the state or of any municipality, or
45 which is by law a lien or charge on any property therein. All Public Works, including
46 maintenance when performed by contract shall comply with RCW 39.12. Public
47 Works does not include work, construction, alteration, repair, or improvement
48 performed under contracts entered into under RCW 36.102.060(4), or under
49 development agreements entered into under RCW 36.102.060(7), or leases
50 entered into under RCW 36.102.060(8).
51
52 **PUD** – Snohomish County Public Utility District No. 1

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Record Drawings Certification – Certification by Professional Land Surveyor registered in the State of Washington.

Record Drawing – This is the record of all changes to the intended physical product of approved engineering plans. Plans shall show all changes that occurred during construction, including changes in materials, distances, lengths, locations, elevations, volumes, etc. and shall contain a record drawings certification conforming to these standards.

Residential Local Access Street – Any public street serving private residences that is not designated as a residential collector arterial or residential collector. Most subdivision streets, for example, are residential streets.

Residential Structure - The words “Residential Structure” shall mean a single family structure or a multiple family structure.

Road – For the purposes of these standards, Road shall be considered the same as Street, and may be used interchangeably.

Right-of-way – Land, property, or property interests acquired for / or devoted to transportation purposes.

Sewer - The word “Sewer” shall mean a conduit designed or used to transport Wastewater, and into which Storm Water, surface and ground waters are not intentionally admitted.

Sewer Service - The words “Sewer Service” shall mean the continuing acceptance by the City of the sewage or wastewater from a structure in the public sewer.

Side Sewer - The words “Side Sewer” shall mean a conduit system (pressure or gravity) extending from the plumbing system of a structure(s) to and connecting with a Public or Private Sewer Main.

Shared Travel Lane – This is a widened travel lane adjacent to the curb or shoulder which is provided for the shared use of vehicles and bicycles. Bicycle route signing and pavement marking is required on these streets.

Shared Use Trail – A path or trail reserved for exclusive use by bicycles and pedestrians and physically separated from motorized vehicle traffic by an open space or barrier.

Shoulder – The paved or unpaved portion of the street outside the traveled way that is available for emergency parking or non-motorized use.

Site – The area defined by the legal boundaries of a parcel, or parcels of land, subject to new development or redevelopment. For street projects, the length of the project and the right-of-way boundaries define the site.

Slope – An inclined surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance.

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Standards – Technical documents that govern the design and construction of public works and site development.

Stormwater Wetland – Refer to “Wetlands”

Street – A facility serving three lots or more and providing public or private access including the street and all other improvements inside the right-of-way.

Street Frontage – Any portion of a lot or combination of lots that directly abuts a public right-of-way or private access tract.

Stop Work Order – A notice to stop work on a project or property in violation per the AMC.

Stormwater Pollution Prevention Plan (SWPPP) – A pollution prevention plan required by the NPDES stormwater permit requirements. The purpose of the SWPPP is to describe the proposed construction activities and all temporary and permanent erosion and sediment control (TESC) measures, pollution prevention measures, inspection/monitoring activities, and record keeping that will be implemented during the proposed construction project.

Surety – A bonding company that is bound with the Developer to ensure performance of the work shown in the approved plans and specifications, payment of all obligations pertaining to the work, and fulfillment of other such conditions as are specified in the permit, contract, contract bond, or otherwise required by law.

Test Tee – That tee installed at the end of the sanitary sewer stub-out for the purpose of air testing the integrity of the sanitary sewer installation.

Three Quarter Street – A temporary three quarter street is a street that includes the full ultimate width of pavement, curb on both sides of the street and a planter and sidewalk on only one side of the street. See Land Use Code section 20.56.110.

Thermoplastic – A type of plastic, bonded to the street surface with a heat source, which is used for marking the channelization.

Tract – A legally created parcel of property designated for special non-residential and non commercial uses. Common tracts include stormwater drainage tracts, sensitive area tracts, native growth protection tracts, private access tracts, and tracts for ingress/egress, and utilities that may serve more than one lot.

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

Traffic Calming Measures – Techniques of design and physical treatments located to encourage a reduction in traffic speeds and the creation of opportunities for streetscape to change the character of Street.

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Utility – A privately, publicly, or cooperatively owned line, facility, or system for producing, transmitting, or distributing communications, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, or any other similar commodity which directly or indirectly serves the public. Additionally, the privately, publicly, or cooperatively owned company that owns the line, facility, or system.

Utility Easement – Means a legal encumbrance that is placed against a property’s title to reserve specified privileges for the users and beneficiaries of utility system facilities, both public and private, within the boundaries of the Easement.

Wastewater - The words “Wastewater” shall mean water-carrying wastes containing either or both sewage and industrial waste.

Wetlands – Critical area as defined in the City Land Use Code section 20.88.

Wet Season – In the application of these standards, October 1 to March 31 of each year.

Words and Phrases - Whenever the words, “as directed”, “as required”, “as permitted”, or words of like effect are used, it shall be understood that the direction, requirement or permission of the City Engineer is intended. The words, “sufficient”, “necessary”, “proper”, and the like shall mean sufficient, necessary or proper in the judgment of the City Engineer. The words, “approved”, “acceptable”, “satisfactory”, or words of like import shall mean approved by, acceptable to, or to the satisfaction of the City Engineer.

Work – The provision of all labor, materials, tools, equipment, and everything else needed to successfully complete the required infrastructure improvements based on approved engineering plans.

WSDOT - Washington State Department of Transportation.

WSDOT/APWA Standard Specifications – The Standard Specifications for Road, Bridge and Municipal Public Works Construction prepared by the Washington State Chapter, American Public Works Association and Washington State Department of Transportation; latest edition with latest revisions, hereinafter referred to as the WSDOT Standard Specifications.

WSDOT Design Manual – The Design Manual provides policies, procedures, and methods for developing and documenting the design of improvements to the transportation network in Washington. It has been developed for state facilities and may not be appropriate for all county roads or city streets that are not state highways.

1 **Bid Procedures and Conditions**

2

3 **1-02 BID PROCEDURES AND CONDITIONS**

4

5 **1-02.1 Prequalification of Bidders**

6

7 Delete this Section and replace it with the following:

8

9 **1-02.1 Qualifications of Bidder**

10 *(January 24, 2011 APWA GSP)*

11

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

15

16 **1-02.2 Plans and Specifications**

17 *(June 27, 2011 APWA GSP)*

18

19 Delete this section and replace it with the following:

20

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

23

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

26

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

27

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

30

31 **Examination of Plans, Specifications and Site of Work**

32

33 Section 1-02.4 is supplemented with the following:

34

35 (March 13, 1995)

36 The soils information used for study and design of this project is available for review by
37 the bidder and is included in Appendix B:

38

1 **1-02.5 Proposal Forms**

2 *(June 27, 2011 APWA GSP)*

3

4 Delete this section and replace it with the following:

5

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

16

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

21

22 **1-02.6 Preparation of Proposal**

23 *(June 27, 2011 APWA GSP)*

24

24 Supplement the second paragraph with the following:

25

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

27

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

29

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

30

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

31

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

33

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

36

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

40

41 Section 1-02.6 is supplemented with the following:

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(August 7, 2006)

Progress Schedule Minimum Bid

A minimum bid of *** \$2,000 *** lump sum has been established for the item "Type *** B *** Progress Schedule." The Contractor's bid shall equal or exceed that amount. If the Contractor's bid is less than the minimum specified amount, the Contracting Agency will unilaterally revise the bid amount to the minimum specified amount and recalculate the Contractor's total bid amount. The corrected total bid amount will be used by the Contracting Agency for award purposes and to fix the amount of the contract bond.

1-02.7 Bid Deposit
(October 1, 2005 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

1-02.13 Irregular Proposals
(March 13, 2012 APWA GSP)

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;

- 1 i. The Bidder fails to submit written confirmation from each DBE firm listed on
- 2 the Bidder's completed DBE Utilization Certification that they are in
- 3 agreement with the bidders DBE participation commitment, if applicable, as
- 4 required in Section 1-02.6, or if the written confirmation that is submitted fails
- 5 to meet the requirements of the Special Provisions;
- 6 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,
- 7 as required in Section 1-02.6, or if the documentation that is submitted fails to
- 8 demonstrate that a Good Faith Effort to meet the Condition of Award was
- 9 made;
- 10 k. The Bid Proposal does not constitute a definite and unqualified offer to meet
- 11 the material terms of the Bid invitation; or
- 12 l. More than one proposal is submitted for the same project from a Bidder under
- 13 the same or different names.
- 14

15 **1-02.14 Disqualification of Bidders**

16 *(March 25, 2009 APWA GSP, Option B)*

17
18 Delete this Section and replace it with the following:

19
20 A Bidder will be deemed not responsible if:

- 21 1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW
- 22 39.04.350(1), as amended; or
- 23 2. evidence of collusion exists with any other Bidder or potential Bidder.
- 24 Participants in collusion will be restricted from submitting further bids; or
- 25 3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the
- 26 work or to the full extent of the bid, or to the extent that the bid exceeds the
- 27 authorized prequalification amount as may have been determined by a
- 28 prequalification of the Bidder; or
- 29 4. an unsatisfactory performance record exists based on past or current
- 30 Contracting Agency work or for work done for others, as judged from the
- 31 standpoint of conduct of the work; workmanship; or progress; affirmative
- 32 action; equal employment opportunity practices; termination for cause; or
- 33 Disadvantaged Business Enterprise, Minority Business Enterprise, or
- 34 Women's Business Enterprise utilization; or
- 35 5. there is uncompleted work (Contracting Agency or otherwise), which in the
- 36 opinion of the Contracting Agency might hinder or prevent the prompt
- 37 completion of the work bid upon; or
- 38 6. the Bidder failed to settle bills for labor or materials on past or current
- 39 contracts, unless there are extenuating circumstances acceptable to the
- 40 Contracting Agency; or
- 41 7. the Bidder has failed to complete a written public contract or has been
- 42 convicted of a crime arising from a previous public contract, unless there are
- 43 extenuating circumstances acceptable to the Contracting Agency; or
- 44 8. the Bidder is unable, financially or otherwise, to perform the work, in the
- 45 opinion of the Contracting Agency; or
- 46 9. there are any other reasons deemed proper by the Contracting Agency.
- 47

48 As evidence that the Bidder meets the bidder responsibility criteria above, the apparent

49 two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid

50 submittal deadline, documentation (sufficient in the sole judgment of the Contracting

51 Agency) demonstrating compliance with all applicable responsibility criteria, including

1 all documentation specifically listed in the supplemental criteria. The Contracting
2 Agency reserves the right to request such documentation from other Bidders as well,
3 and to request further documentation as needed to assess bidder responsibility.
4

5 The basis for evaluation of Bidder compliance with these supplemental criteria shall be
6 any documents or facts obtained by Contracting Agency (whether from the Bidder or
7 third parties) which any reasonable owner would rely on for determining such
8 compliance, including but not limited to: (i) financial, historical, or operational data from
9 the Bidder; (ii) information obtained directly by the Contracting Agency from owners for
10 whom the Bidder has worked, or other public agencies or private enterprises; and (iii)
11 any additional information obtained by the Contracting Agency which is believed to be
12 relevant to the matter.
13

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

25 **1-02.15 Pre Award Information**
26 *(October 1, 2005 APWA GSP)*
27

28 Revise this section to read:

- 29
- 30 Before awarding any contract, the Contracting Agency may require one or more of these
31 items or actions of the apparent lowest responsible bidder:
- 32 1. A complete statement of the origin, composition, and manufacture of any or all
33 materials to be used,
 - 34 2. Samples of these materials for quality and fitness tests,
 - 35 3. A progress schedule (in a form the Contracting Agency requires) showing the order
36 of and time required for the various phases of the work,
 - 37 4. A breakdown of costs assigned to any bid item,
 - 38 5. Attendance at a conference with the Engineer or representatives of the Engineer,
 - 39 6. Obtain, and furnish a copy of, a business license to do business in the city or county
40 where the work is located.
 - 41 7. A copy of State of Washington Contractor's Registration, or
42 8. Any other information or action taken that is deemed necessary to ensure that the
43 bidder is the lowest responsible bidder.
44
45
46

1 **1-03.1 Consideration of Bids**
2 *(January 23, 2006 APWA GSP)*

3
4 Revise the first paragraph to read:

5
6 After opening and reading proposals, the Contracting Agency will check them for
7 correctness of extensions of the prices per unit and the total price. If a discrepancy
8 exists between the price per unit and the extended amount of any bid item, the price per
9 unit will control. If a minimum bid amount has been established for any item and the
10 bidder's unit or lump sum price is less than the minimum specified amount, the
11 Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum
12 specified amount and recalculate the extension. The total of extensions, corrected
13 where necessary, including sales taxes where applicable and such additives and/or
14 alternates as selected by the Contracting Agency, will be used by the Contracting Agency
15 for award purposes and to fix the Awarded Contract Price amount and the amount of the
16 contract bond.

17
18
19 **1-03.3 Execution of Contract**
20 *(October 1, 2005 APWA GSP)*

21
22 Revise this section to read:

23
24 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
25 available for signature by the successful bidder on the first business day following award.
26 The number of copies to be executed by the Contractor will be determined by the
27 Contracting Agency.

28
29 Within 7 calendar days after the award date, the successful bidder shall return the
30 signed Contracting Agency-prepared contract, an insurance certification as required by
31 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before
32 execution of the contract by the Contracting Agency, the successful bidder shall provide
33 any pre-award information the Contracting Agency may require under Section 1-02.15.

34
35 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
36 Agency nor shall any work begin within the project limits or within Contracting Agency-
37 furnished sites. The Contractor shall bear all risks for any work begun outside such areas
38 and for any materials ordered before the contract is executed by the Contracting Agency.

39
40 If the bidder experiences circumstances beyond their control that prevents return of the
41 contract documents within the calendar days after the award date stated above, the
42 Contracting Agency may grant up to a maximum of 2 additional calendar days for return
43 of the documents, provided the Contracting Agency deems the circumstances warrant it.

44
45
46

1 **1-03.4 Contract Bond**
2 *(October 1, 2005 APWA GSP)*

3
4 Revise the first paragraph to read:

5
6 The successful bidder shall provide an executed contract bond for the full contract
7 amount. This contract bond shall:

- 8 1. Be on a Contracting Agency-furnished form;
- 9 2. Be signed by an approved surety (or sureties) that:
 - 10 a. Is registered with the Washington State Insurance Commissioner, and
 - 11 b. Appears on the current Authorized Insurance List in the State of Washington
12 published by the Office of the Insurance Commissioner,
- 13 3. Be conditioned upon the faithful performance of the contract by the Contractor within
14 the prescribed time;
- 15 4. Guarantee that the surety shall indemnify, defend, and protect the Contracting
16 Agency against any claim of direct or indirect loss resulting from the failure:
 - 17 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
18 subcontractors of the Contractor) to faithfully perform the contract, or
 - 19 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
20 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
21 subcontractors, materialperson, or any other person who provides supplies or
22 provisions for carrying out the work;
- 23 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign
24 the bond; and
- 25 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
26 proprietor or partner). If the Contractor is a corporation, the bond must be signed by
27 the president or vice-president, unless accompanied by written proof of the authority
28 of the individual signing the bond to bind the corporation (i.e., corporate resolution,
29 power of attorney or a letter to such effect by the president or vice-president).

30
31 Section 1-03.4 is supplemented with the following:

32
33 (June 27, 2011)

34 Release of Contract Bond will be 60 days following Contracting Agency Final
35 Acceptance of Contract, provided following conditions are met:

- 36
37 1. Payment to the State with respect to taxes imposed pursuant to Title 82, RCW
38 on Contracts totaling more than \$ 35,000, a release has been obtained from
39 the Washington State Department of Revenue.
- 40
41 2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file
42 with the Contracting Agency (RCW 39.12.040).
- 43
44 3. A certificate of Payment of Contributions Penalties and Interest on Public
45 Works Contract is received from the Washington State Employment Security
46 Department.
- 47
48 4. Washington State Department of Labor and Industries (per Section 1-07.10)
49 shows the Contractor, Subcontractor(s) and any lower tier Subcontractor(s) are
50 current with payments of industrial insurance and medical aid premiums.
- 51

1 5. All claims, as provided by law, filed against the Contract Bond have been
2 resolved.
3

4 **Scope of the Work**

5
6 **Intent of the Contract**

7
8 ***Bid Items Included in the Proposal***

9 Section 1-04.1(1) is supplemented with the following:
10

11 (*****)

12 The following items shall be included in the scope of the project:

- 13
- 14 1. 2" Water service connection <30' to lots 1-3, 6-14 per COA Std Detail W-050.
 - 15 2. 2" Water service connection >30 to lot east of Airport Blvd and north of
 - 16 northern hanger, per COA Std Detail W-050. Location to be directed by
 - 17 Engineer.
 - 18 3. 6" side sewer connection to lots 3, 6, 10, 11 per COA Std Detail SS-090.
 - 19 4. 6" side sewer connection to lot east of Airport Blvd and north of northern
 - 20 hanger, per COA Std Detail SS-090. Location to be directed by Engineer.
 - 21 5. COA Std Detail SS-090 shall be modified such that the depth of the side
 - 22 sewer connection shall be 10' deep at the cap location.
23
24

25 ***Bid Items Not Included in the Proposal***

26 Section 1-04.1(2) is supplemented with the following:
27

28 (*****)

29 The following items are to be provided or performed by City of Arlington, or by others
30 paid by City of Arlington. These items shall not be included in the bidding proposal.

- 31
- 32 1. Right-of-way permit application;
 - 33 2. Construction Inspection;
 - 34 3. Initial testing fees paid to laboratories for water quality, backfill compaction,
 - 35 pavement and other required tests (contractor to pay for re-testing if initial
 - 36 testing fails).
 - 37 4. Water meters, as identified as note 5 in City of Arlington Standard Plan W-
 - 38 040
 - 39 5. Obtaining temporary construction easements of private property for
 - 40 installation of water meter service.
41
42
43

1 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
2 **Specifications, and Addenda**
3 *(March 13, 2012 APWA GSP)*
4

5 Revise the second paragraph to read:
6

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

- 9 1. Addenda,
 - 10 2. Proposal Form,
 - 11 3. Special Provisions,
 - 12 4. Contract Plans,
 - 13 5. Amendments to the Standard Specifications,
 - 14 6. Standard Specifications,
 - 15 7. Contracting Agency's Standard Plans or Details (if any), and
 - 16 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
- 17

18 **Control of Work**

19
20 *(March 9, 2012 COA GSP)*
21

22 Section 1-5 is supplemented with the following:
23

24 **Record Drawings and Other Documents**

25
26 ***Description***
27

28 Record drawings and other documents are documents to be maintained and annotated
29 by the Contractor during construction as follows: (1) a neatly and legibly marked set of
30 Contract Plans showing the final location of piping, structures, paving limits, curbs,
31 gutters, sidewalks, relocated utility structures, monuments, channelization, etc.; (2)
32 additional documents such as schedules, lists, drawings, and easement/permit forms
33 included in the Specifications; and (3) Contractor layout and installation drawings.
34

35 Unless otherwise specified, record drawings shall be full sized and maintained in a
36 clean, dry, and legible condition. Record documents shall not be used for construction
37 purposes and shall be available for review by the Contracting Agency during normal
38 working hours at the Contractor's field Office. At the completion of the Work and prior to
39 final payment, all record drawings and attachments shall be submitted to the
40 Contracting Agency.
41

42 The record drawings shall be prepared concurrently with the Work being performed and
43 shall be kept current at all times. Annotations to the record documents shall be made
44 with an erasable colored pencil conforming to the following color code:
45

- 46 Additions..... Red
47 Deletions..... Green
48 Comments..... Blue
49

1 The record drawings shall identify all existing or abandoned utilities that were found
2 during construction and not shown on the original Contract Plans. The drawings shall
3 include the exact location of all deviations from the bid project plans with the station and
4 offsets.

5
6 The Contractor will be provided with one set of Contract Plans for this purpose. At the
7 end of the project, each record drawing and other document shall be signed by the
8 Contractor, attesting to the accuracy of the drawing or other document.

9
10 **Payment**

11
12 "Record Drawings," lump sum

13
14 The price bid for "Record Drawings" shall constitute full compensation for all labor,
15 equipment, and materials necessary to provide documents to the City prior to final
16 payment the "as-built" plans.

17
18 **Conformity With And Deviations From Plans And Stakes**

19
20 Section 1-05.4 is supplemented with the following:

21
22 **(April 4, 2011)**

23 **Contractor Surveying - Roadway**

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

26
27 The Contractor shall be responsible for setting, maintaining, and resetting all alignment
28 stakes, slope stakes, and grades necessary for the construction of the roadbed,
29 drainage, surfacing, paving, channelization and pavement marking, illumination and
30 signals, guardrails and barriers, and signing. Except for the survey control data to be
31 furnished by the Contracting Agency, calculations, surveying, and measuring required
32 for setting and maintaining the necessary lines and grades shall be the Contractor's
33 responsibility.

34
35 The Contractor shall inform the Engineer when monuments are discovered that were
36 not identified in the Plans and construction activity may disturb or damage the
37 monuments. All monuments noted on the plans "DO NOT DISTURB" shall be protected
38 throughout the length of the project or be replaced at the Contractors expense.

39
40 Detailed survey records shall be maintained, including a description of the work
41 performed on each shift, the methods utilized, and the control points used. The record
42 shall be adequate to allow the survey to be reproduced. A copy of each day's record
43 shall be provided to the Engineer within three working days after the end of the shift.

44
45 The meaning of words and terms used in this provision shall be as listed in "Definitions
46 of Surveying and Associated Terms" current edition, published by the American
47 Congress on Surveying and Mapping and the American Society of Civil Engineers.

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

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor
5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
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.

1 10. The Contractor shall collect additional topographic survey data as needed in
 2 order to match into existing roadways such that the transition from the new
 3 pavement to the existing pavement is smooth and that the pavement and
 4 ditches drain properly. If changes to the profiles or roadway sections shown in
 5 the contract plans are needed to achieve proper smoothness and drainage
 6 where matching into existing features, the Contractor shall submit these
 7 changes to the Project Engineer for review and approval 10 days prior to the
 8 beginning of work.
 9

10 The Contractor shall provide the Contracting Agency copies of any calculations and
 11 staking data when requested by the Engineer.
 12

13 To facilitate the establishment of these lines and elevations, the Contracting Agency will
 14 provide the Contractor with primary survey control information consisting of descriptions
 15 of two primary control points used for the horizontal and vertical control, and
 16 descriptions of two additional primary control points for every additional three miles of
 17 project length. Primary control points will be described by reference to the project
 18 alignment and the coordinate system and elevation datum utilized by the project. In
 19 addition, the Contracting Agency will supply horizontal coordinates for the beginning and
 20 ending points and for each Point of Intersection (PI) on each alignment included in the
 21 project.
 22

23 The Contractor shall ensure a surveying accuracy within the following tolerances:
 24

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 feet (parallel to alignment) ±0.1 feet (normal to alignment)

46 The Contracting Agency may spot-check the Contractor's surveying. These spot-
 47 checks will not change the requirements for normal checking by the Contractor.
 48

49 When staking roadway alignment and stationing, the Contractor shall perform
 50 independent checks from different secondary control to ensure that the points staked
 51 are within the specified survey accuracy tolerances.
 52

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

5
6 Contract work to be performed using contractor-provided stakes shall not begin until the
7 stakes are approved by the Contracting Agency. Such approval shall not relieve the
8 Contractor of responsibility for the accuracy of the stakes.

9
10 Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are
11 needed that are not described in the Plans, then those stakes shall be marked, at no
12 additional cost to the Contracting Agency as ordered by the Engineer.

13
14 **Payment**

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

17
18 "Roadway Surveying", lump sum.

19
20 The lump sum contract price for "Roadway Surveying" shall be full pay for all labor,
21 equipment, materials, and supervision utilized to perform the Work specified, including
22 any resurveying, checking, correction of errors, replacement of missing or damaged
23 stakes, and coordination efforts.

24
25 **1-05.7 Removal of Defective and Unauthorized Work**
26 *(October 1, 2005 APWA GSP)*

27
28 Supplement this section with the following:

29
30 If the Contractor fails to remedy defective or unauthorized work within the time specified
31 in a written notice from the Engineer, or fails to perform any part of the work required by
32 the Contract Documents, the Engineer may correct and remedy such work as may be
33 identified in the written notice, with Contracting Agency forces or by such other means as
34 the Contracting Agency may deem necessary.

35
36 If the Contractor fails to comply with a written order to remedy what the Engineer
37 determines to be an emergency situation, the Engineer may have the defective and
38 unauthorized work corrected immediately, have the rejected work removed and replaced,
39 or have work the Contractor refuses to perform completed by using Contracting Agency
40 or other forces. An emergency situation is any situation when, in the opinion of the
41 Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk
42 of loss or damage to the public.

43
44 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
45 remedying defective or unauthorized work, or work the Contractor failed or refused to
46 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
47 monies due, or to become due, the Contractor. Such direct and indirect costs shall
48 include in particular, but without limitation, compensation for additional professional
49 services required, and costs for repair and replacement of work of others destroyed or
50 damaged by correction, removal, or replacement of the Contractor's unauthorized work.

51

1 No adjustment in contract time or compensation will be allowed because of the delay in
2 the performance of the work attributable to the exercise of the Contracting Agency's
3 rights provided by this Section.
4

5 The rights exercised under the provisions of this section shall not diminish the
6 Contracting Agency's right to pursue any other avenue for additional remedy or damages
7 with respect to the Contractor's failure to perform the work as required.
8

9
10 **1-05.11 Final Inspection**

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

13
14 **1-05.11 Final Inspections and Operational Testing**
15 *(October 1, 2005 APWA GSP)*
16

17 **1-05.11(1) Substantial Completion Date**
18

19 When the Contractor considers the work to be substantially complete, the Contractor
20 shall so notify the Engineer and request the Engineer establish the Substantial
21 Completion Date. The Contractor's request shall list the specific items of work that
22 remain to be completed in order to reach physical completion. The Engineer will
23 schedule an inspection of the work with the Contractor to determine the status of
24 completion. The Engineer may also establish the Substantial Completion Date
25 unilaterally.
26

27 If, after this inspection, the Engineer concurs with the Contractor that the work is
28 substantially complete and ready for its intended use, the Engineer, by written notice to
29 the Contractor, will set the Substantial Completion Date. If, after this inspection the
30 Engineer does not consider the work substantially complete and ready for its intended
31 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
32 therefor.
33

34 Upon receipt of written notice concurring in or denying substantial completion, whichever
35 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
36 interruption, the work necessary to reach Substantial and Physical Completion. The
37 Contractor shall provide the Engineer with a revised schedule indicating when the
38 Contractor expects to reach substantial and physical completion of the work.
39

40 The above process shall be repeated until the Engineer establishes the Substantial
41 Completion Date and the Contractor considers the work physically complete and ready
42 for final inspection.
43

44 **1-05.11(2) Final Inspection and Physical Completion Date**
45

46 When the Contractor considers the work physically complete and ready for final
47 inspection, the Contractor by written notice, shall request the Engineer to schedule a
48 final inspection. The Engineer will set a date for final inspection. The Engineer and the
49 Contractor will then make a final inspection and the Engineer will notify the Contractor in
50 writing of all particulars in which the final inspection reveals the work incomplete or
51 unacceptable. The Contractor shall immediately take such corrective measures as are
52 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,

1 diligently, and without interruption until physical completion of the listed deficiencies. This
2 process will continue until the Engineer is satisfied the listed deficiencies have been
3 corrected.
4

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

9 The Contractor will not be allowed an extension of contract time because of a delay in
10 the performance of the work attributable to the exercise of the Engineer's right
11 hereunder.
12

13 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
14 Contracting Agency, in writing, of the date upon which the work was considered
15 physically complete. That date shall constitute the Physical Completion Date of the
16 contract, but shall not imply acceptance of the work or that all the obligations of the
17 Contractor under the contract have been fulfilled.
18

19 **1-05.11(3) Operational Testing**

20
21 It is the intent of the Contracting Agency to have at the Physical Completion Date a
22 complete and operable system. Therefore when the work involves the installation of
23 machinery or other mechanical equipment; street lighting, electrical distribution or signal
24 systems; irrigation systems; buildings; or other similar work it may be desirable for the
25 Engineer to have the Contractor operate and test the work for a period of time after final
26 inspection but prior to the physical completion date. Whenever items of work are listed in
27 the Contract Provisions for operational testing they shall be fully tested under operating
28 conditions for the time period specified to ensure their acceptability prior to the Physical
29 Completion Date. During and following the test period, the Contractor shall correct any
30 items of workmanship, materials, or equipment which prove faulty, or that are not in first
31 class operating condition. Equipment, electrical controls, meters, or other devices and
32 equipment to be tested during this period shall be tested under the observation of the
33 Engineer, so that the Engineer may determine their suitability for the purpose for which
34 they were installed. The Physical Completion Date cannot be established until testing
35 and corrections have been completed to the satisfaction of the Engineer.
36

37 The costs for power, gas, labor, material, supplies, and everything else needed to
38 successfully complete operational testing, shall be included in the unit contract prices
39 related to the system being tested, unless specifically set forth otherwise in the proposal.
40

41 Operational and test periods, when required by the Engineer, shall not affect a
42 manufacturer's guaranties or warranties furnished under the terms of the contract.
43

44 **1-05.13 Superintendents, Labor and Equipment of Contractor**

45 *(March 25, 2009 APWA GSP)*
46

47
48 Revise the seventh paragraph to read:
49

50 Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to
51 Section 1-02.14, it will take these performance reports into account.
52

1 **Cooperation With Other Contractors**

2

3 Section 1-05.14 is supplemented with the following:

4

5 (*****)

6

7 The Contractor shall provide access to all existing manholes, catch basins, and other utility
8 structures for cleaning by the City at all times.

9

10 Contractor shall allow access to franchise utilities purveyors during construction for
11 installation of franchise utilities. Purveyors may include but are not limited to Centurylink,
12 Frontier Communications, Comcast, Snohomish PUD, Black Rock Cable, Cascade Natural
13 Gas, and Sprint.

14

15 **Method of Serving Notices**

16

17 Replace Section 1-05.15 in its entirety with the following:

18

19 (March 13, 2012 COA GSP)

20

21 Any written notice or correspondence from the Project Engineer or Contractor required
22 under these Specifications may be served via the following methods:

23

- 24 In person
- 25 Postal mail
- 26 Courier
- 27 Express mail
- 28 Fax
- 29 Email
- 30 Other electronic methods as approved by Project Engineer

31

32 If served via email, correspondence or notices normally included as part of a form or
33 letter shall be sent as an attachment. Transcribing information into the body of an email
34 will not constitute such notice and will not comply with the requirements of the Contract.

35

36 Add the following new section:

37

38 **1-05.16 Water and Power**
39 *(October 1, 2005 APWA GSP)*

40

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

44

45

1 Add the following new section:
2

3 **1-05.17 Oral Agreements**
4 *(October 1, 2005 AWPA GSP)*
5

6 No oral agreement or conversation with any officer, agent, or employee of the
7 Contracting Agency, either before or after execution of the contract, shall affect or modify
8 any of the terms or obligations contained in any of the documents comprising the
9 contract. Such oral agreement or conversation shall be considered as unofficial
10 information and in no way binding upon the Contracting Agency, unless subsequently put
11 in writing and signed by the Contracting Agency.
12

13
14 **Control of Material**
15

16 Section 1-06 is supplemented with the following:
17

18 ***Buy America***
19

20 *(August 2, 2010)*

21 The major quantities of steel and iron construction material that is permanently
22 incorporated into the project shall consist of American-made materials only. Buy
23 America does not apply to temporary steel items, e.g., temporary sheet piling,
24 temporary bridges, steel scaffolding and falsework.
25

26 Minor amounts of foreign steel and iron may be utilized in this project provided the cost
27 of the foreign material used does not exceed one-tenth of one percent of the total
28 contract cost or \$2,500.00, whichever is greater.
29

30 American-made material is defined as material having all manufacturing processes
31 occurring domestically. To further define the coverage, a domestic product is a
32 manufactured steel material that was produced in one of the 50 States, the District of
33 Columbia, Puerto Rico, or in the territories and possessions of the United States.
34

35 If domestically produced steel billets or iron ingots are exported outside of the area of
36 coverage, as defined above, for any manufacturing process then the resulting product
37 does not conform to the Buy America requirements. Additionally, products
38 manufactured domestically from foreign source steel billets or iron ingots do not
39 conform to the Buy America requirements because the initial melting and mixing of
40 alloys to create the material occurred in a foreign country.
41

42 Manufacturing begins with the initial melting and mixing, and continues through the
43 coating stage. Any process which modifies the chemical content, the physical size or
44 shape, or the final finish is considered a manufacturing process. The processes include
45 rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action
46 of applying a coating to steel or iron is deemed a manufacturing process. Coating
47 includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that
48 protects or enhances the value of steel or iron. Any process from the original reduction
49 from ore to the finished product constitutes a manufacturing process for iron.
50

1 Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and
2 alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced
3 iron ore.

4
5 The following are considered to be steel manufacturing processes:

- 6
7 1. Production of steel by any of the following processes:
8
9 a. Open hearth furnace.
10
11 b. Basic oxygen.
12
13 c. Electric furnace.
14
15 d. Direct reduction.
16
17 2. Rolling, heat treating, and any other similar processing.
18
19 3. Fabrication of the products.
20
21 a. Spinning wire into cable or strand.
22
23 b. Corrugating and rolling into culverts.
24
25 c. Shop fabrication.
26

27 A certification of materials origin will be required for any items comprised of, or
28 containing, steel or iron construction materials prior to such items being incorporated
29 into the permanent work. The certification shall be on DOT Form 350-109EF provided
30 by the Engineer, or such other form the Contractor chooses, provided it contains the
31 same information as DOT Form 350-109EF.

32
33 **Legal Relations and Responsibilities to the Public**

34
35 Section 1-07 is supplemented with the following:

36
37 (February 25, 2011 COA GSP)

38 **Ownership of Documents**

39
40 On payment to the Contractor by the City of all compensation due under this Agreement all
41 finished or unfinished documents and material prepared by the Contractor with funds
42 provided by this Agreement shall become the property of the City and shall be forwarded to
43 the City at its request.
44
45

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

2 *(October 1, 2005 APWA GSP)*

3

4 Supplement this section with the following:

5

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

8

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

12

13 The Contractor shall maintain at the project site office, or other well known place at the
14 project site, all articles necessary for providing first aid to the injured. The Contractor
15 shall establish, publish, and make known to all employees, procedures for ensuring
16 immediate removal to a hospital, or doctor's care, persons, including employees, who
17 may have been injured on the project site. Employees should not be permitted to work
18 on the project site before the Contractor has established and made known procedures
19 for removal of injured persons to a hospital or a doctor's care.

20

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

30

31

32 ***(April 3, 2006)***

33 ***Confined Space***

34 Confined spaces are known to exist at the following locations:

35

36 *** Within project construction limits ***

37

38 The Contractor shall be fully responsible for the safety and health of all on-site workers
39 and compliant with Washington Administrative Code (WAC 296-809).

40

41 The Contractor shall prepare and implement a confined space program for each of the
42 confined spaces identified above. The Contractors Confined Space program shall be
43 sent to the contracting agency at least 30 days prior to the Contractor beginning work in
44 or adjacent to the confined space. No work shall be performed in or adjacent to the
45 confined space until the plan is submitted to the Engineer as required. The Contractor
46 shall communicate with the Project Engineer to ensure a coordinated effort for providing
47 and maintaining a safe worksite for both the Contracting Agency's and Contractor's
48 workers when working in or near a confined space.

49

50 All costs to prepare and implement the confined space program shall be included in the
51 bid prices for the various items associated with the confined space work.

52

1 **1-07.2 State Taxes**
2

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

5 **1-07.2 State Sales Tax**
6 *(June 27, 2011 APWA GSP)*
7

8 The Washington State Department of Revenue has issued special rules on the State
9 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
10 Contractor should contact the Washington State Department of Revenue for answers to
11 questions in this area. The Contracting Agency will not adjust its payment if the
12 Contractor bases a bid on a misunderstood tax liability.
13

14 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
15 contract amounts. In some cases, however, state retail sales tax will not be included.
16 Section 1-07.2(2) describes this exception.
17

18 The Contracting Agency will pay the retained percentage (or release the Contract Bond if
19 a FHWA-funded Project) only if the Contractor has obtained from the Washington State
20 Department of Revenue a certificate showing that all contract-related taxes have been
21 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the
22 Contractor any amount the Contractor may owe the Washington State Department of
23 Revenue, whether the amount owed relates to this contract or not. Any amount so
24 deducted will be paid into the proper State fund.
25

26 **1-07.2(1) State Sales Tax — Rule 171**
27

28 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
29 roads, etc., which are owned by a municipal corporation, or political subdivision of the
30 state, or by the United States, and which are used primarily for foot or vehicular traffic.
31 This includes storm or combined sewer systems within and included as a part of the
32 street or road drainage system and power lines when such are part of the roadway
33 lighting system. For work performed in such cases, the Contractor shall include
34 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract
35 amounts, including those that the Contractor pays on the purchase of the materials,
36 equipment, or supplies used or consumed in doing the work.
37

38 **1-07.2(2) State Sales Tax — Rule 170**
39

40 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
41 existing buildings, or other structures, upon real property. This includes, but is not
42 limited to, the construction of streets, roads, highways, etc., owned by the state of
43 Washington; water mains and their appurtenances; sanitary sewers and sewage
44 disposal systems unless such sewers and disposal systems are within, and a part of, a
45 street or road drainage system; telephone, telegraph, electrical power distribution lines,
46 or other conduits or lines in or above streets or roads, unless such power lines become a
47 part of a street or road lighting system; and installing or attaching of any article of
48 tangible personal property in or to real property, whether or not such personal property
49 becomes a part of the realty by virtue of installation.
50
51

1 For work performed in such cases, the Contractor shall collect from the Contracting
2 Agency, retail sales tax on the full contract price. The Contracting Agency will
3 automatically add this sales tax to each payment to the Contractor. For this reason, the
4 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other
5 contract amount subject to Rule 170, with the following exception.
6

7 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
8 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
9 consumable supplies not integrated into the project. Such sales taxes shall be included
10 in the unit bid item prices or in any other contract amount.
11

12 **1-07.2(3) Services**
13

14 The Contractor shall not collect retail sales tax from the Contracting Agency on any
15 contract wholly for professional or other services (as defined in Washington State
16 Department of Revenue Rules 138 and 244).
17

18 The third paragraph of Section 1-07.2 is revised to read:
19

20 (June 27, 2011)

21 The Contracting Agency will release the Contract Bond only if the Contractor has
22 obtained from the State Department of Revenue a certificate showing that all Contract-
23 related taxes have been paid.
24

25 **Permits and Licenses**
26

27 Section 1-07.6 is supplemented with the following:
28

29 (*****)

30 The Contracting Agency has obtained the below-listed permit(s) for this project. All
31 contacts with the permitting agency concerning the below-listed permit(s) shall be
32 through the Engineer.
33

Name of Document	Permitting Agency	Permit Reference No.
SEPA MDNS	City of Arlington	
Clearing and Grading	City of Arlington	
NEPA	WSDOT	
ECS	WSDOT	

34
35
36

1 **Load Limits**

2
3 Section 1-07.7 is supplemented with the following:

4
5 (March 13, 1995)

6 If the sources of materials provided by the Contractor necessitates hauling over roads
7 other than State Highways, the Contractor shall, at the Contractor's expense, make all
8 arrangements for the use of the haul routes.
9

10 **Wages**

11
12 **General**

13
14 Section 1-07.9(1) is supplemented with the following:

15
16 (January 10, 2012)

17 The Federal wage rates incorporated in this contract have been established by the
18 Secretary of Labor under United States Department of Labor General Decision No.
19 WA120001.
20

21 The State rates incorporated in this contract are applicable to all construction
22 activities associated with this contract.
23

24 **(April 2, 2007)**

25 **Application of Wage Rates for the Occupation of Landscape Construction**

26 State prevailing wage rates for public works contracts are included in this contract
27 and show a separate listing for the occupation:
28

29 Landscape Construction, which includes several different occupation
30 descriptions such as: Irrigation and Landscape Plumbers, Irrigation and
31 Landscape Power Equipment Operators, and Landscaping or Planting
32 Laborers.
33

34 In addition, federal wage rates that are included in this contract may also include
35 occupation descriptions in Federal Occupational groups for work also specifically
36 identified with landscaping such as:
37

38 Laborers with the occupation description, Landscaping or Planting, or

39
40 Power Equipment Operators with the occupation description, Mulch Seeding
41 Operator.
42

43 If Federal wage rates include one or more rates specified as applicable to
44 landscaping work, then Federal wage rates for all occupation descriptions, specific
45 or general, must be considered and compared with corresponding State wage
46 rates. The higher wage rate, either State or Federal, becomes the minimum wage
47 rate for the work performed in that occupation.
48

49 Contractors are responsible for determining the appropriate crafts necessary to
50 perform the contract work. If a classification considered necessary for performance
51 of the work is missing from the Federal Wage Determination applicable to the
52 contract, the Contractor shall initiate a request for approval of a proposed wage and

1 benefit rate. The Contractor shall prepare and submit Standard Form 1444,
2 Request for Authorization of Additional Classification and Wage Rate available at
3 <http://www.wdol.gov/docs/sf1444.pdf>, and submit the completed form to the Project
4 Engineer's office. The presence of a classification wage on the Washington State
5 Prevailing Wage Rates For Public Works Contracts does not exempt the use of
6 form 1444 for the purpose of determining a federal classification wage rate.
7

8 **1-07.9(5) Required Documents**

9 *(January 24, 2011 APWA GSP)*

10
11 Supplement this section with the following:

12
13 The Contractor or subcontractor directly contracting for "Off-Site, Prefabricated, Non-
14 Standard, Project Specific Items" as defined below shall identify and report information
15 required on the addendum to the "Affidavit of Wages Paid" form filed with the
16 Department of Labor and Industries [form F700-164-000]. The Contractor shall include
17 language in its subcontracts requiring subcontractors and lower-tier subcontractors to
18 comply with the reporting requirements for "Off-Site, Prefabricated, Non-Standard,
19 Project Specific Item" on the Affidavit of Wages Paid form addendum.
20

21 The reporting requirement for Items shall apply for all public works contracts estimated to
22 cost over \$1 million entered into by the Contracting Agency and Contractor between
23 September 1, 2010 through December 31, 2013.
24

25 "Off-site, prefabricated, nonstandard, project specific items" means products or items
26 that are:

- 27 1. Made primarily of architectural or structural precast concrete, fabricated steel,
28 pipe and pipe systems, or sheet metal and sheet metal duct work; and
- 29 2. Produced specifically for this Project and not considered to be regularly available
30 shelf items; and
- 31 3. Produced or manufactured by labor expended to assemble or modify standard
32 items; and
- 33 4. Produced at an off-site location outside the State of Washington.

34
35 The Contractor or subcontractor shall comply with the reporting requirements and
36 instructions on the Affidavit of Wages Paid form, and shall report the following
37 information on the Affidavit of Wages Paid form submitted to the Department of Labor
38 and Industries in order to comply with the reporting requirements for use of "Off-Site,
39 Prefabricated, Non-Standard, Project Specific" items:

- 40 1. The estimated cost of the project;
- 41 2. The name of the Contracting Agency and the project title;
- 42 3. The contract value of the off-site, prefabricated, nonstandard, project specific
43 items produced outside of Washington State, including labor and materials; and
- 44 4. The name, address, and federal employer identification number of the contractor
45 that produced the off-site, prefabricated, nonstandard, project specific items.
46
47

1 The Contracting Agency may direct the Contractor, at no additional cost to the
2 Contracting Agency, to remove and substitute any subcontractor(s) found to be
3 out of compliance with the "Off-Site Prefabricated Non-Standard Project Specific
4 Items" reporting requirements more than one time as determined by the
5 Department of Labor and Industries.
6

7 **Requirements for Nondiscrimination**
8

9 Section 1-07.11 is supplemented with the following:
10

11 (January 3, 2011)
12 Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive
13 Order 11246)
14

- 15 1. The Contractor's attention is called to the Equal Opportunity Clause and the
16 Standard Federal Equal Employment Opportunity Construction Contract
17 Specifications set forth herein.
18
- 19 2. The goals and timetables for minority and female participation set by the Office of
20 Federal Contract Compliance Programs, expressed in percentage terms for the
21 Contractor's aggregate work force in each construction craft and in each trade on
22 all construction work in the covered area, are as follows:
23

24 Women - Statewide

25	<u>Timetable</u>	<u>Goal</u>
26		
27		
28	Until further notice	6.9%
29	<u>Minorities - by Standard Metropolitan Statistical Area (SMSA)</u>	
30		

31	Spokane, WA:	
32	SMSA Counties:	
33	Spokane, WA	2.8
34	WA Spokane.	
35	Non-SMSA Counties	3.0
36	WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA	
37	Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.	
38		

39	Richland, WA	
40	SMSA Counties:	
41	Richland Kennewick, WA	5.4
42	WA Benton; WA Franklin.	
43	Non-SMSA Counties	3.6
44	WA Walla Walla.	
45		

46	Yakima, WA:	
47	SMSA Counties:	
48	Yakima, WA	9.7
49	WA Yakima.	
50	Non-SMSA Counties	7.2
51	WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
52		

1	Seattle, WA:	
2	SMSA Counties:	
3	Seattle Everett, WA	7.2
4	WA King; WA Snohomish.	
5	Tacoma, WA	6.2
6	WA Pierce.	
7	Non-SMSA Counties	6.1
8	WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap;	
9	WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA	
10	Thurston; WA Whatcom.	

11		
12	Portland, OR:	
13	SMSA Counties:	
14	Portland, OR-WA	4.5
15	WA Clark.	
16	Non-SMSA Counties	3.8
17	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	

18

19 These goals are applicable to each nonexempt Contractor's total on-site

20 construction workforce, regardless of whether or not part of that workforce is

21 performing work on a Federal, or federally assisted project, contract, or subcontract

22 until further notice. Compliance with these goals and time tables is enforced by the

23 Office of Federal Contract compliance Programs.

24

25 The Contractor's compliance with the Executive Order and the regulations in 41

26 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity

27 Clause, specific affirmative action obligations required by the specifications set

28 forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority

29 and female employment and training must be substantially uniform throughout the

30 length of the contract, in each construction craft and in each trade, and the

31 Contractor shall make a good faith effort to employ minorities and women evenly on

32 each of its projects. The transfer of minority or female employees or trainees from

33 Contractor to Contractor or from project to project for the sole purpose of meeting

34 the Contractor's goal shall be a violation of the contract, the Executive Order and

35 the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured

36 against the total work hours performed.

37

38 3. The Contractor shall provide written notification to the Office of Federal Contract

39 Compliance Programs (OFCCP) within 10 working days of award of any

40 construction subcontract in excess of \$10,000 or more that are Federally funded, at

41 any tier for construction work under the contract resulting from this solicitation. The

42 notification shall list the name, address and telephone number of the

43 Subcontractor; employer identification number of the Subcontractor; estimated

44 dollar amount of the subcontract; estimated starting and completion dates of the

45 subcontract; and the geographical area in which the contract is to be performed.

46 The notification shall be sent to:

47 District Director

48 U.S. Department of Labor

49 Office of Federal Contract Compliance Programs

50 Seattle District Office

51 1111 Third Avenue, Suite 745

52 Seattle, WA 98101-3212

1
2 Additional information may be found at the U.S. Department of Labor website:
3 <http://www.dol.gov/ofccp/TAguides/ctaguide.htm>
4

- 5 4. As used in this Notice, and in the contract resulting from this solicitation, the
6 Covered Area is as designated herein.
7

8 Standard Federal Equal Employment Opportunity Construction Contract Specifications
9 (Executive Order 11246)

- 10
11 1. As used in these specifications:
12
13 a. Covered Area means the geographical area described in the solicitation
14 from which this contract resulted;
15
16 b. Director means Director, Office of Federal Contract Compliance Programs,
17 United States Department of Labor, or any person to whom the Director
18 delegates authority;
19
20 c. Employer Identification Number means the Federal Social Security
21 number used on the Employer's Quarterly Federal Tax Return, U. S.
22 Treasury Department Form 941;
23
24 d. Minority includes:
25
26 (1) Black, a person having origins in any of the Black Racial Groups
27 of Africa.
28
29 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person
30 of Mexican, Puerto Rican, Cuban, Central American, South
31 American, or other Spanish origin.
32
33 (3) Asian or Pacific Islander, a person having origins in any of the
34 original peoples of the Pacific rim or the Pacific Islands, the
35 Hawaiian Islands and Samoa.
36
37 (4) American Indian or Alaskan Native, a person having origins in
38 any of the original peoples of North America, and who maintain
39 cultural identification through tribal affiliation or community
40 recognition.
41
42 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion
43 of the work involving any construction trade, it shall physically include in each
44 subcontract in excess of \$10,000 the provisions of these specifications and the
45 Notice which contains the applicable goals for minority and female participation and
46 which is set forth in the solicitations from which this contract resulted.
47
48 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan
49 approved by the U.S. Department of Labor in the covered area either individually
50 or through an association, its affirmative action obligations on all work in the Plan
51 area (including goals and timetables) shall be in accordance with that Plan for
52 those trades which have unions participating in the Plan. Contractors must be able

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to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.

- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

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- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

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8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- 1 14. The Contractor shall designate a responsible official to monitor all employment
2 related activity to ensure that the company EEO policy is being carried out, to
3 submit reports relating to the provisions hereof as may be required by the
4 government and to keep records. Records shall at least include, for each
5 employee, their name, address, telephone numbers, construction trade, union
6 affiliation if any, employee identification number when assigned, social security
7 number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer),
8 dates of changes in status, hours worked per week in the indicated trade, rate of
9 pay, and locations at which the work was performed. Records shall be maintained
10 in an easily understandable and retrievable form; however, to the degree that
11 existing records satisfy this requirement, the Contractors will not be required to
12 maintain separate records.
13
- 14 15. Nothing herein provided shall be construed as a limitation upon the application of
15 other laws which establish different standards of compliance or upon the
16 application of requirements for the hiring of local or other area residents (e.g., those
17 under the Public Works Employment Act of 1977 and the Community Development
18 Block Grant Program).
19
- 20 16. Additional assistance for Federal Construction Contractors on contracts
21 administered by Washington State Department of Transportation or by Local
22 Agencies may be found at:
23
- 24 Washington State Dept. of Transportation
25 Office of Equal Opportunity
26 PO Box 47314
27 310 Maple Park Ave. SE
28 Olympia WA
29 98504-7314
30 Ph: 360-705-7090
31 Fax: 360-705-6801
32 <http://www.wsdot.wa.gov/equalopportunity/default.htm>
33

34 **(July 11, 2011)**

35 ***Disadvantaged Business Enterprise Condition of Award Participation***

36 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 applies
37 to this Contract. Demonstrating goal achievement as described in these specifications
38 is a Condition of Award (COA) of this Contract. Failure to comply with the requirements
39 of this specification will result in your bid being found to be nonresponsive and will be
40 rejected.
41

42 **DBE Condition of Award (COA) Goal**

43 The Contracting Agency has established a Condition of Award Contract goal in the
44 amount of: *** 14% ***.

45 **DBE Eligibility/Selection of DBEs**

46 A Directory of Certified DBE Firms denoting the Work the DBE Contractors are
47 certified to perform is available at:
48

49 www.omwbe.wa.gov/certification/index.shtml.
50
51

1 The directory provides a plain language of Description of Work that the listed DBE's
2 have been certified by the Office of Minority and Women's Business Enterprises
3 (OMWBE) to perform. The Bidder shall use the Directory of Certified DBE Firms to
4 determine if a DBE is certified to perform Work as described on the Disadvantaged
5 Business Enterprise Utilization Certification form # 272-056 EF (see form
6 instructions) and therefore qualifies for credit towards the COA goal.
7

8 **Crediting DBE Participation**

9 **Joint Venture**

10 When a DBE performs as a participant in a joint venture, only that portion of
11 the total dollar value of the Contract equal to the distinct, clearly defined
12 portion of the Work that the DBE performs with its own forces shall be credited.
13

14 **DBE Prime Contractor**

15 A DBE prime Contractor may only take credit for that portion of the total dollar
16 value of the Contract equal to the distinct, clearly defined portion of the Work
17 that the DBE Prime performs with its own forces.
18

19 **DBE Subcontractor**

20 When a DBE firm participates as a Subcontractor only that portion of the total
21 dollar value of the Contract equal to the distinct, clearly defined portion of the
22 Work that the DBE performs with its own forces shall be credited.
23

- 24 • Include the cost of supplies and materials obtained by the DBE for the
25 Work in the Contract including supplies purchased or equipment leased
26 by the DBE.
27
 - 28 ○ However, you may not take credit for supplies, materials, and
29 equipment the DBE Subcontractor purchases or leases from the
30 prime Contractor or its affiliate. In addition, Work performed by a
31 DBE, utilizing resources of the prime Contractor or its affiliates
32 shall not be credited.
33
- 34 • In very rare situations, a DBE firm may utilize equipment and/or
35 personnel from a non-DBE firm other than the prime Contractor or its
36 affiliates. Should this situation arise the arrangement must be short-
37 term and have prior written approval from the Contracting Agency.
38
- 39 • Count the entire value of fees or commissions charged by a DBE firm
40 for providing a bona fide service, such as professional, technical,
41 consultant, managerial services, or for providing bonds or insurance.
42
- 43 • When a DBE subcontracts to another firm, the value of the
44 subcontracted Work may be counted as participation only if the DBE's
45 lower tier Subcontractor is also a DBE. Work that a DBE subcontracts
46 to a non-DBE firm does not count toward DBE goals.
47
- 48 • When non-DBE Subcontractor further subcontracts to a lower-tier
49 Subcontractor or supplier who is a certified DBE, then that portion of
50 the Work further subcontracted may be credited as DBE participation,
51 so long as it is a distinct clearly defined portion of the Work that the
52 DBE is certified to perform and performing with its own forces.

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Trucking

Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which credit is being claimed.
2. The DBE must itself own and, with its own workforce, operate at least one fully licensed, insured, and operational truck used on the Contract.
3. The DBE receives credit only for the value of the transportation services it provides on the Contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs. For purposes of this requirement #3 a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE first priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
4. The DBE may lease trucks from another DBE firm including an owner-operator provided they are certified as a DBE for trucking. The DBE who leases trucks from another DBE may claim participation for the total value of the transportation services the lessee DBE provides on the Contract.
5. The DBE may also lease trucks from a non-DBE firm and may enter into an agreement with an owner-operator who is a non-DBE. Provided the DBE shall only receive credit for the number of additional non-DBE trucks equal or less than the number of DBE trucks the firm owns or has leased/subcontracted through another DBE trucking company.
6. In any lease or owner-operator situation, as described in requirement #4 and #5 above, the following rules shall apply:
 - a. A written lease/rental agreement is required for all trucks leased or rented; documenting the ownership and the terms of the agreement. The agreements must be submitted and approved by the Contracting Agency prior to the beginning of the Work. The agreement must show the leaser's name, truck description and agreed upon amount and method of payment (hour, ton, or per load). All lease agreements shall be for a long-term relationship, rather than for the individual project. (This requirement does not apply to owner-operator arrangements.)
 - b. Only the vehicle, (not the operator) may be leased or rented. (This requirement does not apply to owner-operator arrangements.)

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7. Credit may only be claimed for DBE trucking firms operating under a subcontract or a written agreement approved by the Contracting Agency prior to performing Work.

Expenditures paid to other DBEs

Expenditures paid to other DBEs for materials or supplies may be counted toward DBE goals as provided in the following:

Manufacturer

You may claim DBE credit for 100 percent of value of the materials or supplies obtained from a DBE manufacturer.

A manufacturer is defined as a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract.

In order to receive credit as a DBE manufacturer, the firm must have received an “on-site” review and been approved by WSDOT-OEO to operate as a DBE Manufacturing firm prior to Bid opening on any USDOT federally-assisted Contract. Use of a DBE manufacturer that has not received an on-site review and approval by WSDOT-OEO prior to Bid opening will result in the Bid being declared non-responsive. To schedule a review, the manufacturing firm must submit a written request to WSDOT/OEO and may not receive credit towards DBE participation until the completion of the review. Once the Office of Equal Opportunity has received the request, an onsite will be set up with the firm and a review will be conducted to determine the requesting firm’s qualifications. If it is determined that the firm qualifies as a “Manufacturer” the Office of Equal Opportunity will list the firm on an Approved Manufacturers List which will be maintained by the Office of Equal Opportunity. The Office of Equal Opportunity Home website address is: www.wsdot.wa.gov/equalopportunity. Approved firms will be required to be re-approved on an annual basis.

Note: Requests to be listed as a Manufacturer will only be processed if the requesting firm is certified by the Office of Minority and Women’s Business Enterprises with NAICS codes that fall within the 31XXXX to 33XXXX NAICS Manufacturers code sections.

Regular Dealer

You may claim credit for 60 percent of the value of the materials or supplies purchased from a DBE regular dealer. Rules applicable to regular dealer status are contained in 49 CFR Part 26.55.e.2.

To be considered a regular dealer you must meet the following criteria:

1. WSDOT considers and recognizes a Regular Dealer, as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract and described by the specifications of the contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business.

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2. Materials or supplies purchased from a Regular Dealer count as 60% of the cost for DBE participation purposes.

The firm wishing to be listed as a Regular Dealer for WSDOT contracted projects or Highways & Local Program administered projects must submit to the WSDOT Office of Equal Opportunity (No later than Seven days prior to bid opening) a request in writing to be recognized by WSDOT as a Regular Dealer.

Once the Office of Equal Opportunity has received the request, an onsite will be set up with the firm and a review will be conducted to determine the requesting firm's qualifications. If it is determined that the firm qualifies as a "Regular Dealer" the Office of Equal Opportunity will list the firm on an Approved Regular Dealers List which will be maintained by the Office of Equal Opportunity. The Office of Equal Opportunity Home website is at: www.wsdot.wa.gov/equalopportunity. . Approved firms will be required to be re-approved on an annual basis.

Note: Requests to be listed as a Regular Dealer will only be processed if the requesting firm is certified by the Office of Minority and Women's Business Enterprises with NAICS codes that fall within the 42XXXX NAICS Wholesale code section.

The Office of Equal Opportunity will maintain an active Approved Manufacturers and Approved Regular Dealers lists on their website but will provide a link to be posted on Ad & Award's webpage.

Materials or Supplies Purchased from a DBE

With regard to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer you may claim credit for the following:

1. Fees or commissions charged for assistance in the procurement of the materials and supplies
2. Fees or transportation charges for the delivery of materials or supplies.

In either case you may not take credit for any part of the cost of the materials and supplies.

Commercially Useful Function (CUF)

The prime contractor has a responsibility and must treat the working relationship with the DBE such that the DBE is performing a commercially useful function. The contractor may only take credit when the associated DBE is performing a commercially useful function.

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- A DBE performs a commercially useful function when it is responsible for execution of the Work and is carrying out its responsibilities by performing, managing and supervising the Work involved. The DBE must also be responsible with respect to materials and supplies used on the Contract for example; negotiating price, determining quality, determining quantities, ordering, installing (if applicable) and paying for the material.
- A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed.
- Use of two party checks must be approved by the contracting agency in advance of their use.

Disadvantaged Business Enterprise Utilization Certification FORM # 272-056 EF

To be eligible for award of the Contract, the Bidder shall properly complete and submit a Disadvantaged Business Enterprise Utilization Certification with the Bidder's sealed Bid Proposal, as specified Section 1-02.9 Delivery of Proposal, that demonstrates how the Bidder intends to meet the DBE COA goal. A Disadvantaged Business Enterprise Utilization Certification (form # 272-056 EF) is included in your Proposal package for this purpose as well as instructions on how to properly fill out the form.

In the event of arithmetic errors in completing the Disadvantaged Business Enterprise Utilization Certification the amount listed to be applied towards the goal for each DBE shall govern and the DBE total amount shall be adjusted accordingly.

Note: the Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal submitted that does not contain a completed and accurate Disadvantaged Business Enterprise Utilization Certification.

Disadvantaged Business Enterprise (DBE) Written Confirmation Document(s) FORM # 422-031 EF

The Bidder shall submit a complete and accurate Disadvantaged Business Enterprise (DBE) Written Confirmation Document for each DBE firm listed in the Bidder's completed Disadvantaged Business Enterprise Utilization Certification. Alternate forms that provide all the same information will also serve this purpose.

A Disadvantaged Business Enterprise (DBE) Written Confirmation Document (form # 422-031 EF) is included in your Proposal package for this purpose.

When provided for in the contract; the form(s) shall be received as specified in Section 1-02.9 Delivery of Proposal. Forms that are submitted as a supplement to the Bidder's sealed Bid shall meet the requirements as specified in Section 1-02.9 Delivery of Proposal.

Refer to Section 1-02.9 Delivery of Proposal for information related to submitting supplemental documents.

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Note the Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal (including supplements, if any), submitted that does not contain a completed and accurate Disadvantaged Business Enterprise (DBE) Written Confirmation Document (form # 422-031 EF) for each and every DBE listed on the Bidder's completed DBE Utilization Certification for which you are claiming participation.

Selection of Successful Bidder/Good Faith Efforts (GFE)

The successful Bidder shall be selected on the basis of having submitted the lowest responsive Bid, which demonstrates good faith effort to achieve the DBE COA goal in one of the two manners as follows:

Note: The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal submitted that does not contain one of the following:

1. **Bidder demonstrates GFE by meeting the goal**
The best indication of good faith efforts is to document, through submission of the Disadvantaged Business Enterprise Utilization Certification and supporting Disadvantaged Business Enterprise Written Confirmation Document(s) that the Bidder has obtained enough DBE participation to meet or exceed the assigned DBE COA goal. That being the case no additional GFE documentation is required.
2. **Bidder demonstrates GFE through documentation of their efforts**
ONLY IN THE EVENT bidder's efforts to solicit sufficient DBE participation have been unsuccessful. In this case, Bidder must supply GFE documentation in addition to the Disadvantaged Business Enterprise Utilization Certification, and supporting Disadvantaged Business Enterprise Written Confirmation document(s).

In the case where the bidder does not meet the goal through participation the advertised DBE goal will not be reduced to the Bidder's partial commitment. The Bidder shall make a GFE during the life of the Contract to attain the DBE Condition of Award (COA) Goal as assigned to the project. Good Faith Effort documentation will only be required in the event the DBE goal has not been attained.

Good Faith Efforts (GFE)

GFE documentation shall be received, as specified in Section 1-02.9 Delivery of Proposal.

Based upon all the relevant documentation submitted with the Bid the Contracting Agency shall determine whether the Bidder has made sufficient GFEs to achieve DBE participation. The Contracting Agency will make a fair and reasonable judgment of whether a Bidder that did not meet the goal through participation, made adequate good faith efforts as demonstrated by the GFE documentation.

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The following is a list of types of actions, which would be considered as part of the Bidder's GFEs to achieve DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

1. Attendance by the Bidder at any pre-solicitation or pre-Bid meetings that were scheduled by the Contracting Agency to inform DBEs of Contracting and subcontracting or material supply opportunities available on the project;
2. Contacting local Tribes, Tribal Employment Rights Offices (TERO) concerning the subcontracting or supply opportunities in sufficient time to allow the enterprises to participate effectively;
3. Selection by the Bidder of specific economically feasible units of the project to be performed by DBEs in order to increase the likelihood of participation by DBEs even if the Bidder preferred to perform these Work items as the prime Contractor;
4. Advertising by the Bidder in general circulation, trade association minority and trade oriented, women focus publications, concerning the subcontracting or supply opportunities;
5. Providing written notice from the Bidder to a reasonable number of specific DBEs, identified from the OMWBE Directory of Certified DBE Firms for the selected subcontracting or material supply Work, in sufficient time to allow the enterprises to participate effectively;
6. Follow-up by the Bidder of initial solicitations of interest by contacting the DBEs to determine with certainty whether they were interested. Documentation of this kind of action shall include the information outlined below:
 - a. The names, addresses, telephone numbers of DBEs who were contacted, the dates of initial contact, and whether initial solicitations of interest were followed-up by contacting the DBEs to determine with certainty whether the DBEs were interested;
 - b. A description of the information provided to the DBEs regarding the plans, specifications, and estimated quantities for portions of the Work to be performed;
 - c. Documentation of each DBE contacted but rejected and the reason(s) for that rejection;
7. Providing, to interested DBEs, adequate information about the plans, specifications, and requirements for the selected subcontracting or material supply Work;

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8. Negotiating in good faith with the DBE firms, and not, without justifiable reason, rejecting as unsatisfactory, Bids that are prepared by any DBE. The DBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations - union vs. non-union employee status - are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal;
9. Advertising and making efforts to obtain DBE participation that were reasonably expected to produce a level of participation sufficient to meet the goal or requirements of the Contracting Agency;
10. Making any other efforts to obtain DBE participation that were reasonably expected to produce a level of participation sufficient to meet the goal or requirements of the Contracting Agency;
11. Using the services of minority community organizations, minority Contractor groups, local, State, and federal minority business assistance offices and other organizations identified by WSDOT and advocates for disadvantaged, minority, and women businesses that provide assistance in the recruitment and placement of disadvantaged, minority, and women business enterprises; and
12. Using the WSDOT Office of Equal Opportunity DBE Supportive Services to assist you. For more information please contact the Office of Equal Opportunity by calling toll free at (888) 259-9143 or emailing dbess@wsdot.wa.gov.

Administrative Reconsideration

Any Bidder has the right to reconsideration only for the purpose of reassessing their Good Faith Effort (GFE) documentation that was determined to be inadequate.

- The Bidder must request and schedule a reconsideration hearing within seven calendar days of notification of being nonresponsive or forfeit the right to reconsideration.
- The WSDOT Office of Equal Opportunity decision on reconsideration of the Bidder's GFE documentation shall be made by an official who did not take part in the original determination.
- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE documentation demonstrates a reasonable and adequate effort.
- The official shall provide the Bidder with a written decision on reconsideration within five business days of the hearing explaining the basis for their finding.

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Procedures between Award and Execution

After award of the Contract, the successful Bidder shall provide the additional information described below. Failure to comply shall result in the forfeiture of the Bidder's Proposal bond or deposit. The Contracting Agency will notify the successful Bidder of the award of the Contract in writing and will include a request for a further breakdown of DBE information as follows:

1. Additional information for all successful DBE's as shown on the Disadvantaged Business Enterprise Utilization Certification:
 - a. Correct business name, federal employee identification number (if available), and mailing address.
 - b. List of all Bid items assigned to each successful DBE firm, including unit prices and extensions.
 - c. Description of partial items (if any) to be sublet to each successful DBE firm specifying the distinct elements of Work under each item to be performed by the DBE and including the dollar value of the DBE portion.

Note: Total amounts shown for each DBE shall not be less than the amount shown on the Disadvantaged Business Enterprise Utilization Certification. A breakdown that does not conform to the Disadvantaged Business Enterprise Utilization Certification or that demonstrates a lesser amount of DBE participation than that included in the Disadvantaged Business Enterprise Utilization Certification will be returned for correction.

2. A list of all firms who submitted a Bid or quote in an attempt to participate in this project whether they were successful or not. Include the business name and a mailing address.

Note: The firms identified by the Contractor may be contacted to solicit general information as follows: age of the firm and average of its gross annual receipts over the past three-years.

Procedures after Execution
Crediting DBE Participation toward Meeting the Goal Reporting

All DBE work whether COA or race neutral participation is reported. The Contractor shall submit a Quarterly Report of Amounts Credited as DBE Participation form (422-102 EF) on a quarterly basis for any calendar quarter in which DBE Work is accomplished or upon completion of the project, as appropriate. The dollars are to be reported as specified herein.

In the event that the payments to a DBE have been made by an entity other than the prime Contractor (as in the case of a lower-tier Subcontractor or supplier), then the prime Contractor shall obtain the quarterly report, including the signed affidavit, from the paying entity and submit the report to the Contracting Agency.

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Changes in DBE COA participation

Owner initiated Change Orders

The prime Contractor shall demonstrate a GFE to substitute other DBE COA participation when the Contracting Agency reduces quantities or deletes Work items by change order that impact a DBE’s Work.

Where the Contract allows alternate Work methods which serve to delete or create under-runs in COA DBE Work then the Contractor must provide documentation of negotiating the change with the DBE that was to perform the reduced Work and demonstrate a GFE to substitute other DBE COA participation.

Original Quantity Under runs

In the event that Work committed to a DBE firm as part of the COA under runs the original planned quantities the prime Contractor shall demonstrate a GFE to substitute other DBE COA participation.

Contractor-Initiated Proposals—General

The contractor shall request a replacement in writing and that request shall address the following:

- 1. Must have prior written consent of the Contracting Agency.
- 2. If the reduction is due to a perceived or real performance issue the contractor must demonstrate that the DBE is unable or unwilling to perform the Work.
- 3. Must provide documentation that the prime negotiated the change with the DBE in good faith.

In the case of any contractor caused DBE work reduction or proposal the Contractor shall commit to a substitution in participation not less than the original DBE participation

Decertification

When a DBE is performing as a COA in any capacity and the DBE becomes decertified during the course of the Work for reasons other than graduation, the portion of the Work performed after the decertification shall not be credited and the contractor is obligated to make a good faith effort to substitute other DBE participation to meet the goal.

Termination

The Contractor shall not terminate for convenience a DBE subcontractor and then perform the Work of the terminated subcontract with its own forces or those of an affiliate, without prior written consent from the Engineer. The Contractor must make a GFE to replace a DBE subcontractor who is unable to perform successfully with another DBE to perform the same amount of Work.

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Before transmitting a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Contracting Agency, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Contracting Agency and the (prime) contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Contracting Agency should not approve the prime contractor's action.

Counting payments

Payments to a DBE firm will count toward DBE goals only if the participation is in accordance with the conditions of Crediting DBE Participation including the requirement for the DBE to be performing a Commercially Useful Function.

Prompt Payment

Prompt payment to all subcontractors shall be in accordance with section 1-08.1(1) of these contract specifications.

Payment

Compensation for all costs involved with complying with the conditions of this specification and any other associated DBE requirements is included in payment for the associated Contract items of Work.

Damages for Noncompliance

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Contracts, which contain funding assistance from the United States Department of Transportation. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Contracting Agency deems appropriate.

If the Contractor does not comply with any part of its Contract as required under 49 CFR part 26, and/or any other applicable law or regulation regarding DBE, the Contracting Agency may withhold payment, suspend the ability of the Contractor to participate in future Contracting Agency contracts, impose sanctions or terminate the Contract, and subject the Contractor to civil penalties of up to ten percent of the amount of the Contract for each violation. In the case of WSDOT Contracts, prequalification maybe suspended pursuant to WAC 468-16-180, and continuous violations (exceeding a single violation) may also disqualify the Contractor from further participation in WSDOT Contracts for a period of up to three years.

1 An apparent low Bidder must be in compliance with these Contract
2 Provisions as a condition precedent to the granting of a notice of award by
3 the Contracting Agency. The Contractor is entitled to request an
4 adjudicative proceeding with respect to the Contracting Agency's
5 determination of Contract violation and assessed penalties by filing a
6 written application within thirty days of receipt of notification. The
7 adjudicative proceeding, if requested, will be conducted by an
8 administrative law judge pursuant to the procedures set forth in RCW
9 34.05 and Chapter 10.08 of the Washington Administrative Code.

10 11 **Federal Agency Inspection**

12
13 Section 1-07.12 is supplemented with the following:

14
15 ***(March 13, 1995)***

16 ***Required Federal Aid Provisions***

17 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)
18 and the amendments thereto supersede any conflicting provisions of the Standard
19 Specifications and are made a part of this contract; provided, however, that if any of the
20 provisions of FHWA 1273, as amended, are less restrictive than Washington State Law,
21 then the Washington State Law shall prevail.

22
23 The provisions of FHWA 1273, as amended, included in this contract require that the
24 Contractor insert the FHWA 1273 and amendments thereto in each subcontract,
25 together with the wage rates which are part of the FHWA 1273, as amended. Also, a
26 clause shall be included in each subcontract requiring the Subcontractors to insert the
27 FHWA 1273 and amendments thereto in any lower tier subcontracts, together with the
28 wage rates. The Contractor shall also ensure that this section, REQUIRED FEDERAL
29 AID PROVISIONS, is inserted in each subcontract for Subcontractors and lower tier
30 Subcontractors. For this purpose, upon request to the Project Engineer, the Contractor
31 will be provided with extra copies of the FHWA 1273, the amendments thereto, the
32 applicable wage rates, and this Special Provision.

33 34 **Responsibility for Damage**

35
36 (April 5, 2012 COA GSP)

37 Section 1-07.14, paragraphs three through five are deleted and replaced with the following:

38 39 ***Hold Harmless and Indemnification***

40
41 Subject to the limitations in RCW 4.24.115, the Contractor shall indemnify, defend, and
42 hold harmless the City, (and the State), its elected and appointed officials, officers,
43 employees, agents, and representatives from all claims, losses, suits, actions, legal or
44 administrative proceedings, costs, attorney's fees (including attorney's fees in
45 establishing indemnification of whatsoever nature), litigation costs, expenses, damages,
46 penalties, fines, judgments, or decrees by reason of any death, injury or disability to or
47 of any person or party, including employees, and/or damage to any property or
48 business, including loss of use, caused in whole or in part by any act, error or omission
49 of the Contractor, Contractor's employees, agents, or subcontractors arising out of or
50 suffered, directly or indirectly, by reason of or in connection with the performance of this
51 Contract.

1 The Contractor's obligation shall include, but not be limited to, investigation, adjusting,
2 and defending all claims alleging loss from any action, error or omission or breach of
3 any common law, statutory or delegated duty by the Contractor, Contractor's
4 employees, agents, or subcontractors.

5
6 The Contractor's obligations to indemnify, defend, and hold harmless shall apply even if
7 the injuries, death or damages, directly or indirectly, result from, arise out of or relate to,
8 one or more negligent acts or omissions of the City or its elected and appointed officials,
9 officers, employees, agents, representatives, or any other party acting for or on behalf of
10 the City, its agents and its employees acting within the scope of their employment. If
11 the claim, suit, or action for injuries, death, or damages as provided for in the preceding
12 paragraphs of this agreement is caused by or results from the concurrent negligence of
13 (a) the City, its elected and appointed officials, officers, employees, agents and
14 representatives and (b) the Contractor, Contractor's employees, agents or
15 subcontractors, the indemnity provisions provided in for the preceding paragraphs of
16 this specifications shall be valid and enforceable only to the extent of the Contractor's
17 negligence.

18
19 It is specifically and expressly understood that the contractor shall assume all potential
20 liability for actions brought by employees of the Contractor and, solely for the purpose of
21 enforcing the defense and indemnification obligations provided herein, the Contractor
22 specifically waives immunity under the State Industrial Insurance law, Title 51 RCW.
23 The Contractor expressly agrees that he has provided for this waiver of immunity in the
24 bid price for this Contract and that this waiver has been mutually negotiated by the
25 parties.

26
27 In addition to any remedy authorized by law, the City may retain so much of the money
28 due to the Contractor as deemed necessary by the Director to assure indemnification
29 until final resolution has been made of any suits or claims.

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31 **Protection and Restoration of Property**

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33 **Protection and Restoration of Property**

34
35 ***Vegetation Protection and Restoration***

36
37 Section 1-07.16(2) is supplemented with the following:

38
39 (August 2, 2010)

40 Vegetation and soil protection zones for trees shall extend out from the trunk to a
41 distance of 1 foot radius for each inch of trunk diameter at breast height.

42
43 Vegetation and soil protection zones for shrubs shall extend out from the stems at
44 ground level to twice the radius of the shrub.

45
46 Vegetation and soil protection zones for herbaceous vegetation shall extend to
47 encompass the diameter of the plant as measured from the outer edge of the plant.

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1 **Archaeological and Historical Objects**

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3 **Inadvertent Discovery of Human Skeletal Remains**

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5 Replace Section 1-07.16(4)A with the following in its entirety:

6
7 (March 29, 2012 COA GSP)

8
9 **Discovery Procedures**

10 The project presents two primary management issues: 1) Identification and
11 treatment of undiscovered historic properties; and 2) treatment of human
12 remains. A process for identification, evaluation and treatment for all historic
13 properties that may encountered during construction is presented in the
14 following sections.

15
16 **Briefing**

17 At the preconstruction meeting, the City will brief construction supervisors on
18 cultural resource issues. The briefing will include information on the legal
19 context of cultural resources protection and on the prehistoric, ethnographic,
20 and historic cultural resources likely to be present in the construction area.
21 The primary goals of this briefing are to familiarize key construction personnel
22 with the procedures that will be followed in the event of discovery of cultural
23 material, or human remains and to provide contact protocols and information to
24 construction supervisors.

25
26 **Policies and Protocols**

27 As a general policy, and as far as practically feasible, all cultural resources and
28 buried human remains will be avoided and actively preserved. "Cultural
29 resources" is defined here to mean both isolated artifacts and intact cultural
30 deposits. If instances arise where modification of the project to accommodate
31 avoidance is not possible, the cultural resources in question will be treated in
32 the manner described below. Collection of artifacts and human remains by
33 employees, construction personnel or others with access to the project is
34 strictly prohibited by State and Federal law.

35
36 **Unmonitored Discovery**

37 If archaeological materials, isolated artifacts, or human remains are discovered
38 during construction it will be the responsibility of the Construction Supervisor to
39 alert the City of any such discovery. If the discovery involves human remains,
40 or is determined by a professional archaeologist to be a significant find it will
41 be the responsibility of the City to contact the DAHP and Stillaguamish Tribe.

- 42 • If any action is taken as a result of this plan the City will prepare a letter
43 report to be sent to the DAHP and Stillaguamish Tribe detailing the
44 events, results and conclusions of any such action

45
46 **Archaeological Resources**

- 47 • In the event cultural resources are discovered during construction the
48 City will contact a professional archaeologist who will evaluate whether
49 the discovery represents an isolated find or is part of an archaeological
50 site. Isolated finds will be reported to the DAHP and Stillaguamish Tribe
51 in a letter report to be prepared upon the conclusion of the project.

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Typical markers of pre-contact human activity may include:
fire-modified rock (FMR), animal bone, concentrations of shell, ground and flaked stone tools and flaked stone tool-making debris (e.g. arrowheads and stone chips), burned earth, cordage or fiber, organically stained sediments, charcoal, ash, and exotic rocks and minerals.

Typical markers of significant historic-period human activity may include:
Significant deposits of domestic refuse such as bottles, ceramics, cans, metal fragments and various personal items.

Human Remains

If construction exposes human remains, either burials, or isolated teeth or bones, or mortuary items, construction in the vicinity of the find will halt immediately and the discovery area will be secured to maintain integrity of the deposit. Exposed burials or other human remains will be treated with sensitivity and respect.

- The **Construction Supervisor** will assure the **City** is informed immediately of the discovery of human remains.
- The **City** will notify the County Coroner, DAHP, and Stillaguamish Tribe. If the remains are determined to not be Native American, or the location is determined to be a crime scene, the Coroner will take charge.
- The **City** will be responsible for taking appropriate steps to protect the discovery. At a minimum, the immediate area will be secured to a distance of thirty (30) feet from the discovery. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site.
- If the remains are determined to be Native American the discovery area will be secured as appropriate pending development of a treatment plan in consultation with the Washington State Historic Preservation Officer (SHPO) and Stillaguamish Tribe.
- In no case will additional excavation be undertaken prior to consultation and development of an approved treatment plan.
- No persons other than the proper law enforcement personnel and the SHPO are authorized direct access to the discovery location after the area is secured. If the remains are determined to be of Native American ancestry, through consultation with the SHPO and other parties, tribal access will be allowed for the tribal representatives identified in this plan. Coordination for tribal member access must go through the designated tribal representative. This is to insure the safety of the remains and the integrity of the burial area.

Proceeding with Construction

Project construction outside the discovery location may continue while documentation and assessment of the cultural resources proceed. The City of Arlington Natural Resources Manager, or other City representative, must determine the boundaries of the discovery location. In consultation with DAHP and affected tribes, Project Manager and Cultural Resources Program staff will determine the appropriate level of documentation and treatment of the resource. If federal agencies are involved, the agencies will make the final determinations about treatment and documentation.

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Construction may continue at the discovery location only after the process outlined in this plan is followed and City of Arlington (and the federal agencies, if any) determine that compliance with state and federal laws is complete.

If the Engineer finds that the suspension of Work in the vicinity of the discovery increases or decreases the cost or time required for performance of any part of the Work under this Contract, the Engineer will make an adjustment in payment or the time required for the performance of the Work in accordance with Sections 1-04.4 and 1-08.8.

Contact Info:

- City of Arlington
 - Marc Hayes, Public Works Inspector (425) 754-7446
 - Eric Scott, Senior Engineer (360) 403-3512
 - Bill Blake, Stormwater Supervisor (360) 403-3440
- Stillaguamish Tribe
 - Victoria Yeager, Cultural Resources (360) 652-7362
 - Shawn Yanity, Chairman..... (360) 652-7362
- Snohomish Sheriff Department:
 - Emergency 911
 - Non-emergency(425) 388-3393
- Snohomish County Medical Examiner (425) 438-6200
- Northwest Archaeological Associates, Inc. (206) 781-1909
- Department of Archaeology and Historic Preservation
 - Stephenie Kramer, Assistant State Archaeologist (360) 586-3083
 - Dr. Rob Whitlam, State Archaeologist..... (360) 586-3080
 - Dr. Allyson Brooks, SHPO (360) 586-3066
- Department of Natural Resources
 - Boyd Norton, Forest Practice Coordinator..... (360) 854-2816

Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(March 28, 2012 COA GSP)

Utility Construction, Removal, or Relocation Coordination

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

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. Resetting existing structures to grade shall be performed by the Project Contractor.

The Contractor shall attend a mandatory utility preconstruction meeting with the City Engineer, all affected subcontractors, and all utility owners and their contractors prior to beginning onsite work.

1 The Contractor shall call the Utility Location Request Center (One Call Center) for field
 2 location, not less than two and no more than ten business days before the scheduled
 3 date for commencement of excavation which may affect underground utilities, unless
 4 otherwise agreed upon by the parties involved. If no one-number locator service is
 5 available, notice shall be provided individually to those owners known or suspected of
 6 having underground facilities within the area of proposed excavation.

7
 8 The One Call Center phone number is:

9
 10 **Call Before You Dig**
 11 **811**

12
 13 The following addresses and telephone numbers of utility companies or their
 14 Contractors that will be adjusting, relocating, replacing or constructing utilities within the
 15 project limits are supplied for the Contractor's convenience:
 16

City of Arlington – Utilities 154 W. Cox Arlington, WA 98223 (360) 403-3526	Snohomish County PUD PO Box 1107 Everett, WA 98206-1107 Contact: Erin Burke 425-783-4745
Frontier Communications 595 Pease Rd Burlington, WA 98204 Contact: Wayne Wendell (360) 757-3406 office (360) 308-7581 cel	Community Transit 7100 Hardeson Rd Everett, WA 98203 Contact: Tony Smith (425) 348-2303
AT&T 11241 Willows Road Suite 130 Redmond, WA 98052 Contact Dan McGeough 425-896-9830 office 206-656-2519 cel	Cascade Natural Gas 222 Fairview Ave N Seattle, WA 98109 Contact Roy Klein 360-941-0499
City of Marysville - Utilities 80 Columbia Ave. Marysville, WA 98270 (360)363-8100	Comcast 1525 75 th St SW Suite 200 Everett, WA 98203 Contact: Casey Brown (425) 754-0064 cel (425) 263-5345 office
Centurylink 1313 E Columbia Room 204 Seattle, WA 98112 Contact: Aaron Williams 206-345-6735	Wave Broadband 9300 271 st NW Suite B-1 Stanwood, WA 98292 Contact: Kevin Stanley 425-896-1950

Black Rock Cable 1512 Fairview Street Bellingham, WA 98229 Contact: Aaron Dietrichs 425-512-8069	Arlington Public Schools 315 N French Ave Arlington, WA 98223 360-618-6200
Sprint 2606 70th Ave East Suite 102 Fife, WA 98242 Contact: Wes Carpenter 253-476-6655	BP Olympic Pipeline 2319 Lind Ave SW Renton, WA 98055 Holly Williamson 425-235-7767

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1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance
(January 24, 2011 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The insurance policies shall contain a "cross liability" provision.
- E. The Contractor's and all subContractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.

- 1 F. The Contractor shall provide the Contracting Agency and all Additional Insureds with
2 written notice of any policy cancellation, within two business days of their receipt of such
3 notice.
4
- 5 G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified
6 copy of the insurance policy(s).
7
- 8 H. The Contractor shall not begin work under the Contract until the required insurance has
9 been obtained and approved by the Contracting Agency.
10
- 11 I. Failure on the part of the Contractor to maintain the insurance as required shall
12 constitute a material breach of contract, upon which the Contracting Agency may, after
13 giving five business days notice to the Contractor to correct the breach, immediately
14 terminate the Contract or, at its discretion, procure or renew such insurance and pay any
15 and all premiums in connection therewith, with any sums so expended to be repaid to the
16 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,
17 offset against funds due the Contractor from the Contracting Agency.
18
- 19 J. All costs for insurance shall be incidental to and included in the unit or lump sum prices
20 of the contract and no additional payment will be made.
21

22 **1-07.18(2) Additional Insured**

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

- 25 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
26 volunteers

27 The above-listed entities shall be additional insured(s) for the full available limits of liability
28 maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective
29 of whether such limits maintained by the Contractor are greater than those required by this
30 Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor
31 pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.
32

33 **1-07.18(3) Subcontractors**

34 Contractor shall ensure that each subcontractor of every tier obtains and maintains at a
35 minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of
36 the Contracting Agency, the Contractor shall provide evidence of such insurance.
37

38 **1-07.18(4) Evidence of Insurance**

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

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

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1-07.18(5) Coverages and Limits

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

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

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

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence

Stop Gap / Employers’ Liability

\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

1-07.18(5)B Automobile Liability

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

\$1,000,000	combined single limit
-------------	-----------------------

1-07.18(5)C Workers’ Compensation

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

1 **1-07.18(5)F Excess or Umbrella Liability**

2 (May 10, 2006 APWA GSP)

3
4 The Contractor shall provide Excess or Umbrella Liability coverage at limits of *** 1 ***
5 million per occurrence and annual aggregate. This excess or umbrella liability coverage
6 shall apply, at a minimum, to both the Commercial General and Auto insurance policy
7 coverage.

8
9 This requirement may be satisfied instead through the Contractor's primary Commercial
10 General and Automobile Liability coverage, or any combination thereof.

11
12
13 **Public Convenience and Safety**

14
15 ***Construction Under Traffic***

16
17 Section 1-07.23(1) is supplemented with the following:

18
19 **(January 2, 2012)**

20 **Work Zone Clear Zone**

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

27
28 During nonworking hours equipment or materials shall not be within the WZCZ
29 unless they are protected by permanent guardrail or temporary concrete
30 barrier. The use of temporary concrete barrier shall be permitted only if the
31 Engineer approves the installation and location.

32
33 During actual hours of work, unless protected as described above, only
34 materials absolutely necessary to construction shall be within the WZCZ and
35 only construction vehicles absolutely necessary to construction shall be
36 allowed within the WZCZ or allowed to stop or park on the shoulder of the
37 roadway.

38
39 The Contractor's nonessential vehicles and employees private vehicles shall
40 not be permitted to park within the WZCZ at any time unless protected as
41 described above.

42
43 Deviation from the above requirements shall not occur unless the Contractor
44 has requested the deviation in writing and the Engineer has provided written
45 approval.

46
47 Minimum WZCZ distances are measured from the edge of traveled way and
48 will be determined as follows:
49

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

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Minimum Work Zone Clear Zone Distance

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

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

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

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

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued

1 under this contract. The statement shall be signed by the private property owner, or
2 proper authority acting for the owner of the private property affected, stating that
3 permission has been granted to use the property and all necessary permits have been
4 obtained or, in the case of a release, that the restoration of the property has been
5 satisfactorily accomplished. The statement shall include the parcel number, address,
6 and date of signature. Written releases must be filed with the Engineer before the
7 Completion Date will be established.
8

9 **Prosecution and Progress**

10 Section 1-08 is supplemented with the following:

11 (March 28, 2012 COA GSP)

12 **Hours of Work**

13 Except in the case of emergency or unless otherwise approved by the City, per AMC
14 11.01.120, the normal hours for construction and development activity, or operation of any
15 heavy equipment shall be between 7:00 am and 7:00 pm, Monday through Friday.
16 Construction activities may occur on Saturday between the 7:00 am and 7:00 pm as long as
17 inspections are not required for work being performed on that day. Saturday inspections can
18 be requested by the Contractor, however, approval depends on City staff availability and
19 conditions stated below.
20

21 No construction is allowed on Sunday or the following City recognized holidays.
22

23
24 New Years Day
25 Presidents Day
26 Independence Day
27 Veterans Day
28 Martin Luther King birthday recognition
29 Memorial Day
30 Labor Day
31 Thanksgiving and the Friday after
32 Christmas Day
33
34
35

36 If a Contractor desires to perform work on holidays, Sundays, or outside of hours stated
37 above, the Contractor shall apply in writing to the Engineer for permission to work such
38 times. Permission to work Saturdays, Sundays, holidays or other than the agreed upon
39 normal straight time working hours Monday through Friday may be given subject to certain
40 other conditions set forth by the Contracting Agency or Engineer.
41

42 Approval to continue work during non standard hours may be revoked at any time the
43 Contractor exceeds the Contracting Agency's noise control regulations or complaints are
44 received from the public or adjoining property owners regarding the noise from the
45 Contractor's operations. The Contractor shall have no claim for damages or delays should
46 such permission be revoked for these reasons.
47
48

1 (March 28, 2012 COA GSP)

2 **Preconstruction Conference**

3

4 Prior to the Notice to Proceed, a preconstruction conference will be held between the
5 Contractor, the City, and such other interested parties as may be invited. The purpose of the
6 preconstruction conference will be:

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

15

16 Unless otherwise approved by the City, the Contractor shall prepare and submit at the
17 preconstruction conference the following:

- 18 1. Schedule of work
19 2. Schedule of Values for Lump Sum bid items
20 3. Material submittals, unless submitted prior to meeting
21 4. All other submittals required by the Contract Documents

22

23 (*****)

24

25 **Coordination with Community Events**

26

27 Construction shall not occur on the following dates due to planned community events in
28 the area. Outside of construction hours, the site shall be staged to prevent injury to
29 pedestrians, or damage to vehicles and construction equipment.

30

- 31 • July 13-14 Arlington Fly-In
32 (*Note: Heavy traffic is expected in the area from July 9-16*)

33

34 **Subcontracting**

35

36 Section 1-08.1 is supplemented with the following:

37

38 (October 12, 1998)

39 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor
40 shall submit to the Engineer a certification (WSDOT Form 420-004 EF) that a written
41 agreement between the Contractor and the subcontractor or between the subcontractor
42 and any lower tier subcontractor has been executed. This certification shall also
43 guarantee that these subcontract agreements include all the documents required by the
44 Special Provision **Federal Agency Inspection**.

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A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (Form 421-012 EF), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004 EF).

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all Subcontractors and lower tier Subcontractors shall be available and open to similar inspection or audit for the same time period.

Subcontract Completion and Return of Retainage Withheld

Section 1-08.1(1) is revised to read:

(June 27, 2011)

The following procedures shall apply to all subcontracts entered into as a part of this Contract:

Requirements

1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten (10) days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.
2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing .
4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
 - a. Withholding of payments until the Prime Contractor or Subcontractor complies
 - b. Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation
 - c. Cancellation, Termination, or Suspension of the Contract, in whole or in part

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d. Other sanctions as provided by the subcontractor or by law under applicable prompt pay statutes.

Conditions

This clause does not create a contractual relationship between the Contracting Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting Agency and the Contractor.

Payment

The Contractor will be solely responsible for any additional costs involved in paying retainage to the Subcontractors. Those costs shall be incidental to the respective Bid Items.

Prosecution of Work

(January 22, 2011 COA GSP)

Delete first sentence of first paragraph of Section 1-08.4.

Time for Completion

(March 29, 2012 COA GSP)

Replace the third and fourth paragraph of Section 1-08.5 with the following:

Contract time shall begin on the first working day following the 14th calendar day after the date the Contracting Agency executes the Contract. Construction work shall not begin until Notice to Proceed is issued by the City and all appropriate submittals have been reviewed and approved by the City. Mobilization may occur prior to Notice to Proceed, pending approval by the Engineer.

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

Replace the sixth paragraph of Section 1-08.5 with the following:

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

- 5 1. The physical work on the project must be complete; and
- 6 2. The Contractor must furnish all documentation required by the contract and required
7 by law, to allow the Contracting Agency to process final acceptance of the contract.
8 The following documents must be received by the Project Engineer prior to
9 establishing a completion date:
 - 10 a. Certified Payrolls (Federal-aid Projects)
 - 11 b. Material Acceptance Certification Documents
 - 12 c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of
13 Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - 14 d. Final Contract Voucher Certification
 - 15 e. Property owner releases per Section 1-07.24

16
17
18 Section 1-08.5 is supplemented with the following:

19
20 (March 13, 1995)

21 This project shall be physically completed within *** 65 *** working days.
22

23 **Extensions of Time**

24
25 Item number 1 in Section 1-08.8 is supplemented with the following:

26
27 (January 20, 2012 COA GSP)

28 The NOAA weather gauge located at the City of Arlington Wastewater Treatment Plant shall
29 be the official rain gauge used to determine level of rainfall within the project area.
30

31 **Termination of Contract**

32 33 ***Termination for Default***

34 In Section 1-08.10(1), replace last sentence of fourth to last paragraph with the
35 following:

36
37 (February 17, 2011 COA GSP)

38 If total expenses and damages exceed the unpaid balance, the Contractor and the
39 Surety shall be jointly and severally liable to the Contracting Agency and shall pay the
40 difference to the Contracting Agency on demand.
41
42

1 **Measurement and Payment**

2

3 **1-09.6 Force Account**

4 *(October 10, 2008 APWA GSP)*

5

6 Supplement this section with the following:

7

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

14

15 **1-09.9 Payments**

16 *(June 27, 2011 APWA GSP, Option B)*

17

18 Delete the fourth paragraph and replace it with the following:

19

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

23

24 The initial progress estimate will be made not later than 30 days after the Contractor
25 commences the work, and successive progress estimates will be made every month
26 thereafter until the Completion Date. Progress estimates made during progress of the
27 work are tentative, and made only for the purpose of determining progress payment.
28 The progress estimates are subject to change at any time prior to the calculation of the
29 Final Payment.

30

31 The value of the progress estimate will be the sum of the following:

32

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

41

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

43

- 44 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 45 2. The amount of Progress Payments previously made; and
- 46 3. Funds withheld by the Contracting Agency for disbursement in accordance with the
Contract Documents.

47

48

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

5
6 **Retainage**

7
8 Section 1-09.9(1) content and title is deleted and replaced with the following:
9

10 (June 27, 2011)
11 Vacant
12

13 **Disputes and Claims**

14
15 **Time Limitation and Jurisdiction**

16 Section 1-09.11(3) is supplemented with the following:

17
18 (May 26, 2011 COA GSP)
19 Any claim against the City for damages, expenses, costs or extras arising out of the
20 performance of the contract must be made in writing to the City within thirty (30)
21 calendar days after the discovery of such damage, and in no event later than the time of
22 approval by owner of final payment. Contractor, upon making applications for final
23 payment, shall be deemed to have waived this right to claim for any other damages for
24 which claim has not been made, unless such claim for final payment includes notice of
25 additional claim and fully describes the alleged damage.

26
27 **1-09.13(3) Claims \$250,000 or Less**
28 *(October 1, 2005 APWA GSP)*
29

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

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

36
37 **1-09.13(3)A Administration of Arbitration**
38 *(October 1, 2005 APWA GSP)*
39

40 Revise the third paragraph to read:
41

42 The Contracting Agency and the Contractor mutually agree to be bound by the decision
43 of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered
44 in the Superior Court of the county in which the Contracting Agency's headquarters are
45 located. The decision of the arbitrator and the specific basis for the decision shall be in
46 writing. The arbitrator shall use the contract as a basis for decisions.
47
48

1 **Temporary Traffic Control**

2

3 **Traffic Control Management**

4

5 ***General***

6

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

8

9 (December 1, 2008)

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

13

14 The Northwest Laborers-Employers Training Trust
15 27055 Ohio Ave.
16 Kingston, WA 98346
17 (360) 297-3035

18

19 Evergreen Safety Council
20 401 Pontius Ave. N.
21 Seattle, WA 98109
22 1-800-521-0778 or
23 (206) 382-4090

24

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

30

31 (*****)

32 Contractor shall maintain access to all businesses adjacent to limits of work, at all
33 times. Contractor shall also maintain access for emergency vehicles at all times.

34

35

36 **Measurement**

37

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

39

40 (August 2, 2004)

41 The proposal contains the item "Project Temporary Traffic Control," lump sum. The
42 provisions of Section 1-10.4(1) shall apply.

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**Division 2
Earthwork**

Removal of Structures and Obstructions

Construction Requirements

Section 2-02.3 is supplemented with the following:

(January 20, 2011 COA GSP)

Sawcutting of Existing Pavement

At the edge of pavement or curb to be removed, the Contractor shall make a vertical sawcut through the entire thickness of the existing pavement, prior to pavement removal.

Removal of Pavement, Sidewalks, Curbs, and Gutters

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

(September 8, 1997)

The approximate thickness of the *** asphalt *** pavement is *** 2.5 inches ***.

Measurement

Section 2-02.4 is supplemented with the following:

(September 8, 1997)

Pavement removal will be measured by the square yard.

(June 25, 2010 COA GSP)

“Sawcutting Existing Pavement”, per linear foot

Sawcutting existing pavement will be measured by the linear foot along the pavement being cut.

Payment

Section 2-02.5 is revised by the following:

(September 30, 1996)

"Removing *** Asphalt *** Pavement", per square yard.

(June 25, 2010 COA GSP)

“Sawcutting Existing Pavement”, per linear foot

The unit contract price per linear foot for “Sawcutting Existing Pavement” shall be full pay for all labor, tools, equipment, and materials necessary to complete the work as specified.

(*****)

All cost associated with the removal of miscellaneous items shall be included in the Bid Item “Removal of Structure and Obstruction”.

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Construction Requirements

Disposal Of Surplus Material

Section 2-03.3(7) is supplemented with the following:

(March 13, 1995)

Surplus materials may be disposed of within the Contracting Agency furnished site, as detailed in the Plans. For informational purposes the maximum capacity of this site is *** 5000 *** cubic yards, neat line measurement.

(March 13, 1995)

The Contractor is not required to utilize the Contracting Agency provided site(s), and may make arrangements, at the Contractor's expense, for the disposal of waste materials, and shall protect the Contracting Agency from all damages arising from the Contractor's waste disposal operations.

Division 5 Surface Treatments and Pavements

Division 5 is supplemented with the following:

(March 28, 2011 COA GSP)

AMERICANS WITH DISABILITIES ACT (ADA)

Construction Requirements

All ADA facilities shall be in accordance with the latest edition of the Proposed Right-of-Way Accessibility Guidelines (PROWAG) guidelines.

Unless otherwise specified on the plans, or directed by the Engineer, cross slopes of sidewalks shall be a nominal 1.5%. Cross slopes shall not be less than 1% nor exceed 2%.

Maximum slopes shown on the plans represent the maximum allowable slopes permitted by current ADA requirements. The Contractor shall take into consideration construction tolerances when placing sidewalks to insure maximum slopes are not exceeded.

Completed sidewalks or other hardscape elements that exceed maximum specified slopes or are less than minimum specified slopes shall be removed and replaced by the Contractor at the Contractor's expense.

Measurement and Payment

Measurement of slopes shall be performed on the walkable surface and shall not take into consideration the curb elevation.

Measurement and payment of concrete sidewalks shall be included in "Cement Conc. Sidewalk".

1 Measurement and payment of ramps shall be included in "Cement Concrete Sidewalk
2 Ramp".

3
4 **Division 7**
5 **Drainage Structures, Storm Sewers, Sanitary**
6 **Sewers, Water Mains, and Conduits**

7
8 **Manholes, Inlets, Catch Basins, and Drywells**

9
10 **Construction Requirements**

11
12 ***Adjusting Manholes and Catch Basins to Grade***

13
14 Section 7-05.3(1) is supplemented with the following:

15
16 (March 13, 2012 COA GSP)

17
18 Manholes and catch basins located outside of the curblines shall not be adjusted to
19 grade until the paving is completed, at which time the center of each structure shall
20 be carefully relocated from references previously established by the Contractor.
21 The pavement shall be cut in a restricted area and base material be removed to
22 permit removal of the cover. The structure shall then be brought to proper grade
23 according to City of Arlington Construction Standards and Specifications and the
24 details in the plans.

25
26 Catch basins located within the curblines, shall be brought up to grade prior to curb
27 placement.

28
29 **Measurement**

30
31 Section 7-05.4 is supplemented with the following:

32
33 (*January 25, 2012 COA GSP*)

34
35 "Adjust Existing Utility Structure" to grade will be measured per each.

36
37
38 **Payment**

39
40 Section 7-05.5 is supplemented with the following:

41
42 (January 25, 2012 COA GSP)

43
44 Payment will be made for the following bid item included in the proposal:

45
46 "Adjust Existing Utility Structure", per each

47
48 The unit bid price for the above including all incidental work shall be full compensation
49 for all labor, material, tools, reconnection to customer line and equipment necessary to
50 satisfactorily complete the work as defined in the Standard Specifications and these
51 Special Provisions.

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Valves for Water Mains

Construction Requirements

Section 7-12.3 is supplemented with the following:

(June 17, 2010 COA GSP)

Adjustment of Utility/Valve Boxes

For inspection purposes the Contractor shall excavate around all valve boxes selected by the Engineer prior to pavement work. Excavation for inspection is anticipated to be a maximum of 36 inches in diameter by 18 inches in depth. The actual excavation will vary depending upon field conditions. No extra compensation will be made due to variable excavation requirements.

After inspection and prior to pavement work, valve boxes as designated by the Engineer shall receive one or more of the following repairs:

Remove valve box and replace with new meeting the requirements of Section 9-30(4) *Valve Boxes* of the Standard Specifications.

Reuse and clear the valve box of all debris and leave the valve in a fully operable condition. Clearing valve boxes shall be considered incidental to excavation of the valve box.

Center valve box. Where the existing valve box is to remain and is not centered over the valve, the Contractor shall excavate to the water valve and center the valve box over the valve nut. Centering the valve box shall be considered incidental to excavation of the valve box.

Concrete pad around valve box. Where the existing valve box that is to be raised is not within asphalt, a concrete pad shall be installed per City of Arlington Standard Detail W-190.

The excavation void due to repair inspection or adjustment work shall be backfilled within the top 3 inches with HMA Class 1/2" PG 64 -22.

After final paving, valve boxes shall be adjusted per Section 7-05.3(1) *Adjusting Manholes and Catch Basins to Grade* of the Standard Specifications. All valves shall be adjusted to grade.

Measurement

Section 7-12.4 is supplemented with the following:

(March 13, 2012 COA GSP)

“Water Valve Box” measured per each

“Adjust Water Valve Box” to grade will be measured per each.

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Payment

Section 7-12.5 is supplemented with the following:

(March 13, 2012 COA GSP)

Payment will be made for the following bid item included in the proposal:

All costs in connection with replacement of utility / valve box shall be included in the Bid item "Water Valve Box".

All costs in connection with adjustment with utility / valve box shall be included in the Bid Item "Adjust Water Valve Box".

The unit bid price for the above including all incidental work shall be full compensation for all labor, material, tools, reconnection to customer line and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications and these Special Provisions.

Service Connections

Description

Section 7-15.1 is supplemented with the following:

(June 17, 2010 COA GSP)

Work shall include inspecting, replacing as directed, and adjusting meter boxes to finished grade.

Construction Requirements

Section 7-15.3 is supplemented with the following:

(June 17, 2010 COA GSP)

For inspection purposes the Contractor shall excavate around all meter boxes selected by the Engineer prior to pavement work. Excavation for inspection is anticipated to be a maximum of 36 inches in diameter by 18 inches in depth. The actual excavation will vary depending upon field conditions. No extra compensation will be made due to variable excavation requirements.

After inspection and prior to pavement work, meter boxes as designated by the Engineer shall receive one or more of the following repairs:

Remove meter box and replace with new meeting the requirements of Section 9-30.6(7) *Meter Boxes* of the Standard Specifications.

1 Reuse and clear the meter box of all debris and leave the valve in a fully operable
2 condition. Clearing valve boxes shall be considered incidental to excavation of the
3 valve box.

4
5 Center meter box. Where the existing valve box is to remain and is not centered
6 over the meter, the Contractor shall excavate to the water meter and center the
7 meter box over the meter. Centering the valve box shall be considered incidental to
8 excavation of the meter box.

9
10 The excavation void due to repair inspection or adjustment work shall be backfilled
11 within the top 2 inches with HMA Class 1/2" PG 64 -22.

12
13 After final paving, valve boxes shall be adjusted per Section 7-05.3(1) *Adjusting*
14 *Manholes and Catch Basins to Grade* of the Standard Specifications. All valves will be
15 adjusted to grade.

16
17 **Measurement**

18
19 Section 7-15.4 is supplemented with the following:

20
21 (*January 25, 2012 COA GSP*)

22
23 "Adjust Water Meter Box" to grade will be measured per each.

24
25
26 **Payment**

27
28 Section 7-15.5 is supplemented with the following:

29
30 Section 7-12.5 is supplemented with the following:

31
32 (*February 23, 2012 COA GSP*)

33
34 Payment will be made for the following bid item included in the proposal:

35
36 "Adjust Water Meter Box", per each

37
38 The unit contract price for "Adjust Water Meter Box" shall include all costs in
39 connection with adjustment with utility / valve box.

40
41 "Service Re-Connection 1 in. Diam", per each

42
43 The unit contract price for "Service Re-Connection 1 in. Diam" shall be full
44 pay for all work to furnish and install service saddle, corp stop, and make
45 reconnection to existing service line.

46
47 "Service Connection 1 in Diam (>30')", per each

48
49 The unit contract price for "Service Connection 1 in Diam (>30')" shall apply to
50 service connections greater than 30' between the water main and the property
51 line.

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“Service Connection 1 in Diam (<30’), per each

The unit contract price for “Service Connection 1 in Diam (<30’)” shall apply to service connections less than 30’ between the water main and the property line.

“3/4 in. Pressure Reducing Valve (PRV)”, per each

The unit contract price for “1 in. Pressure Reducing Valve (PRV)” shall be full pay for all work to furnish and install pressure reducing valve, in accordance with City of Arlington Design and Construction Standards.

The unit bid price for the above including all incidental work shall be full compensation for all labor, material, tools, reconnection to customer line and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications and these Special Provisions.

**Division 8
Miscellaneous Construction**

Division 8 is supplemented with the following:

(*****)

BIORETENTION SOIL MIX

Description

This section covers the installation of Bioretention Soil Mix (BSM) for use in stormwater applications to treat runoff.

Materials

- Topsoil Type B
- Compost material provided by the City.

Construction Requirements

Excavation

Excavation shall never be allowed during wet or saturated conditions. Excavation shall be performed by machinery operating adjacent to the bioretention facility and no heavy equipment with narrow tracks, narrow tires, or large lugged, high pressure tires shall be allowed on the bottom of the bioretention facility. If machinery must operate in the bioretention cell for excavation, use light weight, low ground-contact pressure equipment. The sidewalls and bottom of the facility shall be ripped or tilled to minimum depth of 6 inches before placement of BSM. The bottom of the facility shall be flat, unless otherwise specified on the plans.

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Soil Placement

The BSM shall be a 55/45 to 60/40 mix of onsite sandy/loam topsoil and compost. The mixture shall be free of root clumps and/or woody material. On-site soil mixing or placement shall not be performed if BSM or subgrade soil is saturated.

The BSM shall be placed and graded by machinery operating adjacent to the bioretention facility. If machinery must operate in the bioretention cell for soil placement or soil grading, use light weight equipment with low ground-contact pressure. The soil mixture shall be placed in horizontal layers not to exceed 12 inches per lift for the entire area of the bioretention facility.

Compact the BSM to a relative compaction of 80-85 percent of modified maximum dry density (ASTM D 1557). Compaction can be achieved by “boot packing” (simply walking over all areas of each lift), and then apply 0.2 inches of water per 1 inch of BSM depth. Water for settling shall be applied by spraying or sprinkling.

Erosion Control

- Bioretention facilities should not be used as sediment control facilities and all drainage should be directed away from bioretention facilities after initial rough grading. Flow can be directed away from the facility with temporary diversion swales or other approved protection (Prince George’s County, 2002). If introduction of construction runoff cannot be avoided see below for guidelines.
- Construction on Bioretention facilities should not begin until all contributing drainage areas are stabilized according to erosion and sediment control BMPs and to the satisfaction of the engineer.
- If the design includes curb and gutter, the curb cuts and inlets should be blocked until BSM and mulch have been placed and planting completed (when possible), and dispersion pads are in place.
- Every effort during construction sequencing and construction should be made to prevent sediment from entering bioretention facilities.
- Erosion and sediment control practices must be inspected and maintained on a regular basis.

Verification

Verification of materials shall be performed prior to placement of BSM, by the City. Additional test may be required by the City after installation to verify proper material placement.

Maintenance

The contractor shall implement measures to protect BSM after installation from construction activities. Any areas of BSM disturbed during construction shall be replaced as directed by the City at the Contractor’s expense.

1 **Measurement**

2

3 Bioretention Soil Mix will be measured by the cubic yard.

4

5 The unit bid price for the above including all incidental work shall be full compensation for all
6 labor, material, tools, and equipment necessary to mix, place, and compact BSM.

7

8 **Payment**

9

10 "Bioretention Soil Mix", per cubic yard

11

12 **Erosion Control and Water Pollution Control**

13

14 **Construction Requirements**

15

16 ***Seeding, Fertilizing and Mulching***

17

18 **Seeding and Fertilizing**

19

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

21

22 (May 11, 2009 COA GSP)

23

24 Grass seed of the following composition, proportion, and quality shall be
25 applied at a rate specified below on all areas requiring roadside seeding within
26 the project:

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Kind and Variety of Seed in Mixture by Common Name and (Botanical name)	% By Weight	Minimum % Pure Seed	Min. % Germination
Colonial Bentgrass (Highland or Astoria)	10	9.80	95
Red Fescue (Illahee Rainier or Pennlawn)	50	49.0	90
Perennial Rye	40	39.20	90
Weed Seed		0.50 (max)	
Inert and Other Crop		1.50 (max)	
TOTAL		100.0	

47 (June 9, 2008 COA GSP)

48 Sufficient quantities of fertilizer shall be applied to supply the following
49 amounts of nutrients:

51 Total Nitrogen as N - 135 pounds per acre.

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Available Phosphoric Acid as P₂O₅ - 60 pounds per acre.

Soluble Potash as K₂O - 60 pounds per acre.

Ninety pounds of nitrogen applied per acre shall be derived from isobutylidene diurea (IBDU), cyclo-di-urea (CDU), or sulphur coated urea (SCU). The remainder may be derived from any source.

The fertilizer formulation and application rate shall be approved by the Engineer before use.

Roadside Restoration

Construction Requirements

Topsoil Type B

(*****)

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

Topsoil Type B shall consist of the top 6-inches of existing soil within the limits of work.

Permanent Signing

Construction Requirements

Sign Removal

(April 3, 2012 COA GSP)

The fourth and fifth sentences of Section 8-21.3(4) are replaced with the following:

All removed signs shall remain the property of the City. All removed signs shall be returned to:

City of Arlington Maintenance Shop
6205 188th PL NE
Arlington, WA 98223

Sign Structures

Identification Plates

(June 2, 2008 COA GSP)

Section 8-21.3(9) G, Identification Plates, is deleted.

1 **WATER DISTRIBUTION MATERIALS**

2

3 **Pipe**

4

5 ***Ductile Iron Pipe***

6

7 Replace Paragraph 1 in Section 9-30.1(1) with the following:

8

9 (March 16, 2012 COA GSP)

10 Ductile iron pipe shall meet the requirements of AWWA C151. Ductile iron pipe shall
11 be Class 52 (Tyton Joint) and shall have a cement mortar lining and a 1-mil thick
12 seal coat meeting the requirements of AWWA C104. Ductile iron pipe to be joined
13 using bolted flanged joints shall be Special Thickness Class 53.

14

15 **Fittings**

16

17 ***Ductile Iron Pipe***

18

19 Section 9-30.2(1) is supplemented with the following:

20

21 (March 16, 2012 COA GSP)

22 Joints shall be mechanical joints or rubber gasket push on joints (Tyton joints only),
23 unless flanged joints or restrained joints are required as shown in the plans.

24