



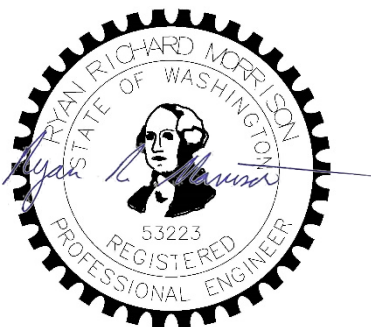
Merchants Parking Lot Improvements

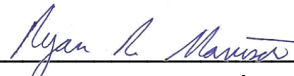
Contract Provisions

Project Number
P02.458

Issue for Bid

June 2019





Ryan R. Morrison, PE
City Engineer

6/25/2019

Date

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PART I

GENERAL INFORMATION

ADVERTISEMENT FOR BID
City of Arlington
Merchants Parking Lot Improvements (P02.458)

Notice is hereby given that sealed proposals will be received by the City of Arlington Public Works Department, 154 W. Cox, Arlington, Washington 98223, until **2:00 PM, local time on July 11, 2019**, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to perform the project.

Work under this schedule includes removal of existing asphalt from the downtown Merchants Parking lot and alleyway, regrading and then re-paving of the parking lot and alleyway. Work also includes some stormwater improvements and striping.

The Engineer's estimate for the complete project is \$180,000. Please address any comments and questions in writing to the Project Administrator, Kris Wallace, at the address above or at kwallace@arlingtonwa.gov.

All bidding and construction is to be performed in compliance with the Contract Documents for this project and any Addenda issued thereto, which are on file with the City of Arlington Public Works Department.

Proposals received after the date and time stated above will not be considered. Immediately following the deadline for submission, the proposals will be publicly opened and read aloud in the Stillaguamish Conference Room at the Public Works Administration Building located at 154 W. Cox Ave, Arlington, WA 98223. Proposals must be submitted on the forms provided with the contract documents. All proposals must be accompanied by a bid deposit in the form of a certified or cashier's check, or bid bond, for not less than five percent (5%) of the total amount bid, including additives and alternates, if any. Refer to Instructions to Bidders for more information. Should the successful Bidder fail to enter into such contract and furnish satisfactory payment and performance bonds within the time stated in the specifications, the bid deposit shall be forfeited to the City of Arlington.

Plans and specifications are available for viewing only at the City of Arlington Public Works Department, 154 W. Cox Ave, Arlington, Washington 98223. Plans and Specifications can also be downloaded from the City's website at <http://www.arlingtonwa.gov/Bids.aspx>.

The City of Arlington expressly reserves the right to reject any and all bids, to waive minor irregularities or informalities, and to further make award of the project to the lowest responsible Bidder as it best serves the interest of the City of Arlington. No proposal may be withdrawn after the time stated above, or before Award of Contract, unless said award is delayed for a period exceeding sixty (60) calendar days after opening of the proposals, or Bidder withdraws proposal due to error in accordance with Section 1-03.1 of the WSDOT Standard Specifications.

The City of Arlington in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Published:	Everett Herald	Daily Journal of Commerce	Arlington Times
	June 26 th & July 3 rd	June 26 th & July 3 rd	June 29 th

INSTRUCTIONS TO BIDDERS

1. **Form of Proposal and Signature.** The proposal shall be submitted on the forms provided by the City of Arlington and shall be enclosed in a sealed envelope marked and addressed as hereinafter directed. The Bidder shall state in figures their unit and lump sum bid prices for all bid items including additives and alternates. The City of Arlington reserves the right to correct any arithmetic errors. No proposal or modification by fax or e-mail will be considered.
2. **Preparation of the Proposal.** Bidder shall only use forms provided in the Contract Documents, and not similar forms available on agency websites. Blank spaces in the proposal shall be properly filled; failure to enter a value for each bid item will result in a \$0 being recorded for the bid item. The written text of the proposal must not be changed and no additions shall be made to the items mentioned therein. Conditions, limitations or provisions attached to a proposal will cause its rejection. Alterations of Bidder fill-ins by erasure or interlineations must be explained or noted in the proposal over the signature of the Bidder. Alternative proposals will not be considered. Where bonds are required the Bidder shall name in its proposal package the surety or sureties who have agreed to furnish said bonds. Bidder shall include applicable sales tax customarily paid by Contractor within each unit price item or lump sum item, which may include but not limited to material procurement and certain subcontracted services. If a separate line is provided on the Bid Form for sales tax, this shall represent sales tax to be paid by the City to the Department of Revenue for contracted amount.
3. **Wages.** The Prevailing Wages in effect at time of Advertisement are provided in Appendices. It is the Bidder's responsibility to obtain wage information for any work classifications that are not included. If this project has federal funding, both State and Davis-Bacon Prevailing Wages will be included in the Appendices and must be paid on this project. If Davis-Bacon Prevailing Wage rates are not included in Appendices, then Bidder shall assume project does not have federal funding. For each work classification, the higher of the two rates will apply. Certified payrolls will be required on a weekly basis from Contractor, subcontractors of all tiers, and certain material manufacturers and deliverers, depending on the regulations.
4. **Questions.** Questions shall be submitted in writing to the Project Coordinator, contact information shown below, and be received at least one week prior to the specified bid opening date. Questions received after this date may not be responded to. Responses to questions will be submitted in writing by the City through addendum; verbal responses shall not be considered official.
5. **Withdrawal of Bid.** Withdrawal of the proposal shall be in accordance with Section 1-02.10 of the 2016 edition of the WSDOT standard specifications.
6. **Lowest Responsible Bidder.** The low Bidder shall be the responsive Bidder offering the lowest amount for the total bid selected by the City.

In selecting the responsible Bidder, consideration will be given to the general competency of the Bidder for the performance of the work covered by the proposal, and the Bidder's financial standing, if requested. To receive favorable consideration, a Bidder must present evidence satisfactory to the City of Arlington that the Bidder and its associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements.

A showing of adequate financial resources may be requested by the City of Arlington, but will not alone determine whether a Bidder is competent to undertake the proposed work. Each Bidder must furnish a record of past performance and experience in the form required. To this end, each proposal, except as noted below, shall be supported by a statement of the Bidder's experience on the form provided. This form, completely filled out, must be submitted along with the proposal. Incomplete or false statements submitted in connection with a proposal may, at the option of the City of Arlington, be sufficient cause for its rejection. The City of Arlington shall be the final authority with regard to whether a bid is responsive to the Advertisement for Bid and as to whether a Bidder is a responsible Bidder under the conditions of this bid.

INSTRUCTIONS TO BIDDERS (CON'D)

7. **Bid Deposit.** As a guarantee of good faith, each Bidder shall submit with its proposal an unconditional certified or cashier's check drawn on a solvent state or national bank, or the Bidder may furnish a bond with a company acceptable to the City of Arlington in the sum stated in the Advertisement for Bid and these contract documents, payable to the City of Arlington. Cash deposit will not be accepted. Said check or bond to be held uncollected until it becomes subject to disposal as herein provided. Any condition or limitation placed upon said check or bond may render it informal and may, at the option of the City of Arlington result in the rejection of the proposal under which such check is submitted. If a Bidder to whom an award is made fails or refuses to execute the contract and furnish the required bond, all within the time stated herein, said check or bond and the monies represented thereby shall be and remain the property of the City of Arlington and shall be subject to deposit. The amount thereof is agreed to by the Bidder as liquidated damages due the City of Arlington on account of the delay in the execution of the contract and bond, and in the performance of the work hereunder, resulting from such failure or refusal. The check or bond of a Bidder to whom contract has been awarded will be returned to the Bidder after all of the acts, for the performance of which said check is required, have been fully performed. As soon as the bid prices are compared, the City of Arlington will return the deposits of all except the three lowest responsible Bidders. When the Contract is executed, the deposits of the two remaining unsuccessful Bidders will be returned. The liability of the City of Arlington in connection with the said deposits shall be limited to the return of the checks as herein provided.

8. **Execution of Contract.** A Bidder to whom the award is made shall be presented three official copies of the written contract with the City of Arlington in the form of Contract attached hereto. The Bidder shall execute and return to the City of Arlington along with approved bonds as required in the following paragraph, all in accordance with the provisions hereof within seven (7) calendar days of the Notice of Award or such additional time as may be allowed by the City of Arlington. Upon receipt of the signed contract and subsequent signature by the Mayor the City of Arlington will return a copy of the fully executed contract to the Bidder.

If a Bidder to whom the award is made fails or refuses to enter into contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, its check, deposit, or Bid Bond shall become the property of the City of Arlington as provided herein, the award will be annulled, and in the discretion of the City of Arlington an award may be made to the Bidder whose proposal is next most acceptable to the City of Arlington; and such Bidder shall fulfill every stipulation embraced herein as if the Bidder were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the contract and bond for the corporation to so sign.

9. **Performance Bond and Payment Bond.**

(a) A Bidder to whom contract is awarded shall within the time mentioned in the preceding paragraph furnish performance and payment bonds on forms included in the Contract Documents with a responsible corporate surety or corporate sureties conditioned upon the faithful performance by the said Bidder of all covenants and stipulations in the contract. Said bond shall be in the amount of 100 percent of the Contract Amount.

(b) The surety or sureties on the bonds furnished must be satisfactory to the City of Arlington. The required bonds shall be furnished by the Bidder to whom contract has been awarded at its own cost and expense.

INSTRUCTIONS TO BIDDERS (CON'D)

10. **Address and Marking of Proposal.** The envelope enclosing the proposal **MUST** be sealed and addressed as follows:

Merchant Parking Lot Improvements
Attn: Kris Wallace
City of Arlington
Public Works Department
154 W. Cox
Arlington, WA 98223

The proposal **MUST** be delivered to the address and department listed above by the time stated in the Advertisement for Bid. The time clock located in the department listed above shall be the official time clock. Submittals received after the stated deadline will not be accepted. Delivery by USPS, UPS, FedEx, or other shipping carrier is accepted, however, it must be delivered to the stated department and signed in by the time stated in the Advertisement for Bid. Delivery to any other location or department will not be accepted. The proposal envelope **MUST** be plainly marked in the **upper left hand corner** with the following, as listed in the Advertisement for Bid:

Bidder Name: *(Fill in)*
Bidder Address: *(Fill in)*
Project Name: **(Fill in)**
Bid Date: **(Fill in)**
Bid Time: **(Fill in)**
Project Number: **(Fill in)**

All bid submittal items shall be enclosed in the same envelope with the proposal. Refer to Bidder's checklist

11. **Complete Contract Documents.** It shall be the responsibility of the Bidder to verify the completeness of its set of Contract Documents from the Table of Contents therein and neither the City of Arlington nor any of its officers or consultants shall be held responsible for any omissions unless such omission has been called to the attention of the City of Arlington prior to the submission of bids.

12. **Corrections, Interpretations and Addenda.** Any omissions, discrepancies or need for interpretation should be submitted in writing to the attention of the Project Coordinator. Written addenda to clarify questions which arise will then be issued.

All addenda to these specifications received by the Bidder must be listed on the space provided on the Proposal Form.

All interpretation or explanations of the Contract Document shall be in the form of an addendum and no oral statements by the City or other representative of the City shall, in any way modify the contracts Documents, whether made before or after letting the Contract.

13. **Project Administrator.** Notices as required in the Contract Documents shall be transmitted to:

Kris Wallace
City of Arlington
154 W. Cox
Arlington, WA 98223
(360) 403-3526
kwallace@arlingtonwa.gov

PART II

BID PROPOSAL

BID PROPOSAL CHECKLIST

1. **PROPOSAL FORMS**

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

- ☐ Statement of Bidder's Qualifications
- ☐ Non-Collusion Certificate
- ☐ Proposal Form
- ☐ Bid Schedule
- ☐ Deposit or Bid Bond Form
- ☐ Certificate of Compliance with Wage Rate Statutes

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Bidder: _____ Email: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____ Phone No.: _____ Fax No.: _____

Contractors Registration Number and Expiration Date

Unified Business Identity Number

Federal Tax I.D. Number or Social Security Number

L & I Account Number

Employment Security Account Number

M/WBE Number, if applicable

State Excise Tax Registration Number

DUNS Number

Please provide the names and addresses of the corporation officers, members, partners or principals:

Name/Title

Address

Please provide the name of the Equal Opportunity Officer: _____

Is your company a member of any Union(s)? ☐No ☐Yes – Name(s) and Local(s): _____

Number of years the Company has been engaged in the construction business under the present name: _____

Type of work generally performed by Bidder: _____

Gross Dollar amount of work under contract: Current: Uncompleted:

List five major projects, similar in scope to this project, including the gross dollar amount, owner, contact, and contact phone number that has been completed by the Bidder within the last five years.

Contract Amt	Project Name	Owner	Contact	Phone No.

STATEMENT OF BIDDER'S QUALIFICATIONS (continued)

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

Description	Owned	Leased	Rented

Bank References:

Name	Address	Contact	Phone No.

Have you changed your Bonding and/or Insurance within the last three (3) years? ☐No ☐Yes – If yes, please explain:

Name, address and contact information for your Insurance and Surety companies who will provide insurance and bonds for this project:

Name	Address	Contact	Phone No.

Has your company ever been served with a lawsuit and/or had a judgment and/or a lien placed upon itself and/or any corporation officers, members, partners or principals? ☐No ☐Yes – If yes, please explain:

Has your company ever had a lawsuit served and/or placed a judgment and/or lien upon any public (i.e.: county, city, state, municipality, special district, etc) or governmental entity? ☐No ☐Yes – If yes, please explain:

Please provide the disposition of the case(s): _____

The information contained within this Statement of Bidder's Qualifications is true and accurate to the best of my knowledge.

Name of Bidder

Date

Signed By

Title

PROPOSAL FORM

This is the address to which all communications from the City concerned with this bid and contract should be sent:

Contractor

Contractors Registration No. and Expiration Date

Street Address

Federal Tax I.D. No. or Social Security No.

City, State and Zip Code

L & I Account Number

Phone

Fax

Unified Business Identity Number

ATTN: Kris Wallace
TO: City of Arlington Public Works
ADDRESS: 154 W. Cox
Arlington, Washington 98223

PROJECT: **Merchants Parking Lot Improvements**
City Project Number: P02.458

Pursuant to and in compliance with your Invitation for Bid and the Instructions to Bidders and other documents relating thereto, the undersigned has carefully examined the drawings and specifications, as well as the premises and conditions affecting the work, and hereby proposes to furnish all labor and materials and to perform all work as required for construction of the improvements in strict accordance with the contract documents, specifications, and drawings for the amount shown.

TOTAL BID: \$ _____
(This price includes sales tax)

PROPOSAL FORM (CONTINUED)

Bidder's Declaration and Understanding

If the undersigned is notified for the acceptance of this bid within sixty (60) calendar days of the time set for the opening of bids, the undersigned agrees to execute a contract for the above work bid in the form of the contract bound in these specifications and to provide a surety bond as required by the specifications.

The undersigned further agrees that the bid guaranty accompanying this bid is left in escrow with the City of Arlington; that the liquidated damages which the City of Arlington will sustain by the failure of the undersigned to execute and deliver the above-named contract and surety bond, for any or all units of this bid accepted by the City of Arlington, will be not less than five percent (5%) of the total bid for such unit or units; and that if the undersigned defaults in executing that contract and in furnishing the surety bond within time frame stated in Instructions to Bidders, then the bid guaranty shall become the property of the City of Arlington who shall be obligated only to refund that portion in excess of the liquidated damages. If, however, this bid or any part thereof is not accepted within sixty (60) calendar days of the time set for the opening of bids or if the undersigned executes and delivers said contract and surety bond, the bid guaranty shall be returned.

Name of Bidder

Date

Signed By

Title

ADDENDA

Receipt of Addenda numbered and dated below is hereby acknowledged.

Addendum No.	Dated		Addendum No.	Dated		Addendum No.	Dated	

PREVAILING WAGES

The prevailing wages shall be paid to all workers, laborers, or mechanics (See 2018 WSDOT / APWA Standard Specifications)

BID DEPOSIT

A Bid Deposit in an amount not less than five percent (5%) of the Total Bid Amount(s) stated in the Proposal.

Cashier's Check ☐ No.: _____ \$ _____ Payable to the Owner

Certified Check ☐ No.: _____ \$ _____ Payable to the Owner

Bid Bond ☐ No.: _____ BY SURETY IN THE AMOUNT OF NOT LESS THAN 5% OF
THE TOTAL BID

PROPOSAL FORM (CONTINUED)

If Sole Proprietor, Partnership, or Limited Liability Company:

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

Signature of Bidder

Title

If Corporation:

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

Attest:

Name of Corporation

WITNESS

Signature of Corporate Officer

Title

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

Notary Public in and for the State of Washington

residing at _____

My Commission Expires _____

NOTE:

1. If the Bidder is a co-partnership, so state, giving the name under which business is transacted and have notarized.
2. If the Bidder is a corporation, this Proposal must be executed by a duly authorized officer, have the Corporate Seal affixed and be notarized.

**City of Arlington
Merchants Parking Lot Improvements
Bid Schedule**

Item No.	DESCRIPTION	WSDOT Spec Ref Sect	Approx. Quantity	UNIT	Unit Cost	Total Cost
	PREPARATION					
101	MOBILIZATION/DEMObILIZATION	1-09.7	1	L.S.		
102	INLET PROTECTION	8-01.5	5	EACH		
103	ROADWAY EXCAVATION INCL. HAUL	2-03.5	200	C.Y.		
104	SAWCUT ASPHALT PAVEMENT	--	135	L.F.		
105	REMOVING ASPHALT CONC. PAVEMENT	2-02.5	3500	S.Y.		
106	REMOVING CEMENT CONC. PAVEMENT	2-02.5	370	S.Y.		
	PAVEMENT					
107	HMA CL. 1/2 IN. PG64-22	5-04.5	500	TON		
108	CRUSHED SURFACING BASE COURSE	4-04.5	365	TON		
	TRAFFIC					
109	PAINT LINE	8-22.5	2100	L.F.		
110	PAINTED ACCESS PARKING SPACE SYMBOL	8-22.5	2	EACH		
111	WHEEL STOP	8-21, SP	20	EACH		
	STORM DRAIN					
112	CORRUGATED POLYETHYLENE STORM SEWER PIPE 8 IN. DIAM.	7-04.5	125	L.F.		
113	CATCH BASIN TYPE 1	7-05.5	3	EACH		
114	CB SOLID LID	7-05.5	1	EACH		
115	ADJUST CATCH BASIN	7-05.5	1	EACH		
	OTHER					
116	UNFORSEEN CONDITIONS FORCE ACCOUNT	1-09.6	1	EST.	\$ 5,000.00	\$ 5,000.00
117	TEMPORARY TRAFFIC CONTROL	1-10, SP	1	LS		
118	SPCC PLAN	1-07.15(1)	1	L.S.		
119	TRIMMING AND CLEANUP	1-07.15(1)	1	L.S.		
120	RECORD DRAWINGS	---	1	L.S.		
					Subtotal	
					Sales Tax (9.2%)	
					Total	

DEPOSIT OR BID BOND FORM

DEPOSIT STATEMENT

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

SIGN HERE: _____

RETURN OF DEPOSIT

_____, 20__.

Received return of deposit in the sum of \$ _____

BID BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____, as Principal,
and _____, as Surety, are held firmly bound unto
the City of Arlington, a municipal corporation of the State of Washington, in the penal sum of
\$ _____ (5% of total bid amount), for the payment of which the Principal and the Surety bind
themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for:

Merchants Parking Lot Improvements (P02.458)

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

SIGNED, SEALED, AND DATED THIS _____ DAY OF _____, 20__.

Principal: _____
Name and Title

Signature

Surety: _____
Name and Title

Signature

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, _____ the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

PART III
CONTRACT



CONTRACT CHECKLIST

CONTRACT FORMS

All the following forms are to be executed by the responsive low bidder prior to receiving the Notice of Award.

- ☐ Contract
- ☐ Performance Bond
- ☐ Payment Bond
- ☐ Certificate of Insurance
- ☐ Retainage Option Form



CONSTRUCTION CONTRACT

THIS CONTRACT, dated this _____ day of _____, 2019, is by and between the City of Arlington, a municipal corporation of the State of Washington, hereinafter referred to as the CITY, and _____ referred to as the CONTRACTOR.

WITNESSETH:

That in consideration of the terms and conditions contained herein and referenced and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials, and equipment for:

Merchants Parking Lot Improvements

Project Number P02.458

in accordance with and as described in the Contract Documents referenced herein, the July 2008 Arlington Design and Construction Standards, and the 2018 Standard Specifications for Road, Bridge, and Municipal Construction of the Washington State Department of Transportation, all of which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The CONTRACTOR shall provide and bear the expense of all materials, equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the CITY.

- II. The CITY hereby promises and agrees with the CONTRACTOR to employ, and does employ the CONTRACTOR to provide the materials and to do and cause to be done the above referenced project and to complete and finish the same in accord with the attached Contract Documents and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached Contract Documents and the schedule of unit and lump sum prices at the time and in the manner and upon the conditions provided for in this contract.

- III. The CONTRACTOR for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the CONTRACTOR in the contract.
- IV. The Contractor has read all of the Contract Documents and is fully aware of the scope of work required under this contract
- V. It is further provided that no liability shall attach to the CITY by reason of entering into this contract, except as provided herein.
- VI. CONTRACTOR is and shall be at all times during the term of this Contract an independent contractor.
- VII. No change, alteration, modification or addition to the Contract will be effective unless it is in writing and properly signed by all parties thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF ARLINGTON, WASHINGTON:

CONTRACTOR:

By _____
Barbara Tolbert, Mayor

By _____

Attest

Kristin Banfield, City Clerk

Approved as to Form

City Attorney

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

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

Dated this _____ day of _____, 2019

Notary Public in and for the State of
Washington

Residing in _____

My appointment expires _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

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

Dated this _____ day of _____, 2019

Notary Public in and for the State of
Washington

Residing in _____

My appointment expires _____



PERFORMANCE BOND

To City of Arlington, Washington

Bond No. _____

The City of Arlington, Washington has awarded to _____ (Principal), a contract for the construction of the project designated as Merchants Parking Lot Improvements, Project No. P02.458, in Arlington, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____(Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the [City or County], in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature	Date
---------------------	------

Surety Signature _____ Date _____

Printed Name
Date

Printed Name
Date

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

--

Approved as to form:

City Attorney, City of Arlington

Date _____



PAYMENT BOND

To City of Arlington, Washington

Bond No. _____

The City of Arlington, Washington has awarded to _____ (Principal), a contract for the construction of the project designated as Merchants Parking Lot Improvements, Project No. P02.458, in Arlington, Washington (Contract), and said Principal is required to furnish a payment bond in accordance with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the [City or County], in the sum _____ US Dollars (\$_____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL

Principal Signature Date

Printed Name Date

Title

SURETY

Surety Signature Date

Printed Name Date

Title

Name, address, and telephone of local office/agent of Surety Company is:

--

Approved as to form:

City Attorney, City of Arlington

Date



RETAINAGE OPTION

CONTRACTOR'S OPTION FOR RETAINED PERCENTAGE ON PUBLIC WORKS CONTRACTS

Project: _____

Contractor: _____

RCW 60.28 as amended by (Chapter 223, laws of 1994) Regular Session allows each prime contractor on a Public Works contract the following options concerning the amount reserved as retainage from moneys earned by the contractor.

Retainage Option Selection *(Please Initial Selected Option)*

____ Retained in a non-interest bearing fund by the City until forty-five days following the final acceptance of said improvement or work as completed.

____ Bond in lieu of retainage. Use City of Arlington Retainage Bond form. *Complete and submit attached Retainage Bond section with Retainage Option selection.*

____ Deposited by the City in an interest bearing account or escrow account in a bank, mutual savings bank, or savings and loan association designated by the contractor (Form D-162), not subject to withdrawal until after the final acceptance of said improvement or work as completed, or until agreed to by both parties; PROVIDED, that interest on such account shall be paid to the contractor. *Complete and submit attached Retainage Escrow Account section with Retainage Option selection..*

PRINCIPAL

FIRM or COMPANY

Signature Date

Name of Firm or Company

Printed Name

Address

Title

City/State/Zip

Approved as to form:

City Attorney, City of Arlington Date



RETAINAGE BOND

To: City of Arlington, Washington

Bond No: _____

KNOW ALL BY THESE PRESENTS that _____, a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Washington as Principal ("Principal") and _____, a corporation organized and existing under the laws of the State of _____ and authorized and admitted to transact business in the State of Washington as Surety ("Surety"), are jointly and severally held and bound unto the CITY OF ARLINGTON as Obligee ("Owner") for the use and benefit of Claimants defined below as beneficiaries of the trust fund created by RCW 60.28, in the amount of described below for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, on the day of 201_, the Principal entered into a contract with the Owner in accordance with Drawings, Specifications, and other Contract Documents, which contract is by reference made a part of this Retainage Bond ("Contract"); AND WHEREAS, the Contract and RCW 60.28 require the Owner to reserve from the monies earned by the Principal on estimates during the progress of the improvement or work a sum not to exceed 5% ("Retained Funds");

AND WHEREAS, Principal has requested under RCW 60.28.011(6) to submit a bond for all or a portion of the Retained Funds, and the Owner is required by the statute to accept a satisfactory bond in lieu of the Retained Funds unless it can demonstrate good cause for refusing it;

AND WHEREAS, it is the intent of the Principal, the Surety, and the Owner that this Retainage Bond and any proceeds from it are subject to all claims and liens in the same manner and priority as set forth for retained percentages in RCW 60.28;

NOW THEREFORE, the condition of this obligation is that, if there are no valid claims by any person or entity arising under the Contract pursuant to RCW 60.28, and no payment due from the Principal to the State of Washington with respect to taxes imposed pursuant to Title 82 RCW or payments pursuant to RCW 50.42, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. The Principal and Surety hereby jointly and severally agree among themselves and with the Owner that every person or entity making a valid claim on the Retained Fund pursuant to RCW 60.28 ("Claimant") who has not been paid in full before the expiration of a period of forty-five (45) days after the completion of all Contract work may sue on this Retainage Bond for the use and benefit of the Claimant, prosecute the suit to final judgment for the sum justly due the Claimant, if any, and have execution on this Retainage Bond, all in accordance with and to the extent permissible under RCW 60.28. The Owner shall not be liable for the payment of any costs or expenses, including attorneys' fees, of any such suit.

2. No suit or action shall be commenced under this Retainage Bond by any Claimant:

- (a) Unless the Claimant has complied with the requirements of RCW 60.28, and
- (b) Other than in a state court of competent jurisdiction in and for Snohomish County, and not

elsewhere.

RETAINAGE BOND (cont'd)

3. The amount of this Retainage Bond consists of:

(Check one of the following; if neither is checked, the first option shall apply)

- ☐ 5% of the final Contract Sum, including any increases due to change orders, quantities of work, new items of work, or other additions as the Owner may pay under the Contract, any and all future progress payments and 5% of any and all increases in the Contract Sum,

or

- ☐ _____ Dollars (\$ _____), which is a fixed portion of the Retained Funds. Any balance of the Retained Funds will continue to be withheld, and retainage will be withheld from any future progress payments or increases in the Contract Sum unless this Retainage Bond is amended or replaced.

4. The amount of this Retainage Bond shall be reduced by and to the extent of any payment or payments properly made under it.

SIGNED AND SEALED this _____ day of _____, 201____.

PRINCIPAL

SURETY

Principal Signature	Date
---------------------	------

Surety Signature	Date
------------------	------

Printed Name _____ Date _____

Printed Name _____ Date _____

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

--

Approved as to form:

City Attorney, City of Arlington _____ Date _____



RETAINAGE ESCROW ACCOUNT

Bank or Trust Company

Branch

Street Address

City, State, Zip Code

Escrow No. _____

Bank Account #

Agency: City of Arlington
238 N. Olympic Ave
Arlington, WA 98223

Project Name: _____

The Undersigned, _____, herein referred to as the Contractor, has directed City of Arlington, and hereinafter referred to as the Agency, to deliver to you its warrants or checks, which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the Contractor jointly upon delivery to you shall be endorsed by you and forwarded for collection. The monies will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the Agency. Attached is a list of the types of such bonds, or other securities approved by the Agency. Other bonds or securities, except stocks may be selected by the Contractor, subject to express written approval of the Agency. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the Agency as provided in Paragraph 4 of the Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.
3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any monies derived from the sale of such securities or the negotiation of the Agency's warrants or checks) except in accordance with written instructions from the Agency. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is .
_____subject to change as provided for by contract provisions.

RETAINAGE ESCROW ACCOUNT (cont'd)

4. The Contractor agrees to pay you as compensation for your services hereunder as follows:

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

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

The undersigned have read and hereby approve the instruction as given about governing the administration of this escrow and do hereby execute this agreement on this ____Day of _____, 20____.

_____ (Contractor)	<u>City of Arlington</u> (Agency)
_____ (Authorized Signature)	_____ (Authorized Signature)
_____ (Address)	<u>238 North Olympic</u> (Address)
_____ (City-State-Zip)	<u>Arlington, WA 98223</u> (City-State-Zip)

The above escrow instruction received and accepted this _____day of _____, 20____.

Bank or Trust Company

Authorized Signature

PART IV

AMENDMENTS TO THE STANDARD

SPECIFICATIONS

1 INTRO.AP1
2 **INTRODUCTION**

3 The following Amendments and Special Provisions shall be used in conjunction with the
4 2018 Standard Specifications for Road, Bridge, and Municipal Construction.

5
6 **AMENDMENTS TO THE STANDARD SPECIFICATIONS**
7

8 The following Amendments to the Standard Specifications are made a part of this contract
9 and supersede any conflicting provisions of the Standard Specifications. For informational
10 purposes, the date following each Amendment title indicates the implementation date of the
11 Amendment or the latest date of revision.

12
13 Each Amendment contains all current revisions to the applicable section of the Standard
14 Specifications and may include references which do not apply to this particular project.

15
16 1-02.AP1
17 **Section 1-02, Bid Procedures and Conditions**
18 **January 2, 2018**

19 **1-02.4(1) General**

20 This section is supplemented with the following:

21
22 Prospective Bidders are advised that the Contracting Agency may include a partially
23 completed Washington State Department of Ecology (Ecology) Transfer of Coverage
24 (Ecology Form ECY 020-87a) for the Construction Stormwater General Permit
25 (CSWGP) as part of the Bid Documents. When the Contracting Agency requires the
26 transfer of coverage of the CSWGP to the Contractor, an informational copy of the
27 Transfer of Coverage and the associated CSWGP will be included in the appendices.
28 As a condition of Section 1-03.3, the Contractor is required to complete sections I, III,
29 and VIII of the Transfer of Coverage and return the form to the Contracting Agency.

30
31 The Contracting Agency is responsible for compliance with the CSWGP until the end of
32 day that the Contract is executed. Beginning on the day after the Contract is executed,
33 the Contractor shall assume complete legal responsibility for compliance with the
34 CSWGP and full implementation of all conditions of the CSWGP as they apply to the
35 Contract Work.

36
37 **1-02.6 Preparation of Proposal**

38 Item number 1 of the second paragraph is revised to read:

- 39
40 1. A unit price for each item (omitting digits more than two places to the right of the
41 decimal point),
42

43 The following new paragraph is inserted before the last paragraph:

44
45 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
46 Compliance form (WSDOT Form 272-009). Failure to return this certification as part of
47 the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A
48 Contractor Certification of Wage Law Compliance form is included in the Proposal
49 Forms.
50

1 1-03.AP1
2 **Section 1-03, Award and Execution of Contract**
3 **January 2, 2018**

4 **1-03.3 Execution of Contract**

5 The first paragraph is revised to read:

6
7 Within 20 calendar days after the Award date, the successful Bidder shall return the
8 signed Contracting Agency-prepared Contract, an insurance certification as required by
9 Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer
10 of Coverage form for the Construction Stormwater General Permit with sections I, III,
11 and VIII completed when provided, and shall be registered as a contractor in the state of
12 Washington.
13

14 **1-03.5 Failure to Execute Contract**

15 The first sentence is revised to read:

16
17 Failure to return the insurance certification and bond with the signed Contract as
18 required in Section 1-03.3, or failure to provide Disadvantaged, Minority or Women's
19 Business Enterprise information if required in the Contract, or failure or refusal to sign
20 the Contract, or failure to register as a contractor in the state of Washington, or failure to
21 return the completed Transfer of Coverage for the Construction Stormwater General
22 Permit to the Contracting Agency when provided shall result in forfeiture of the proposal
23 bond or deposit of this Bidder.
24

25 1-06.AP1

26 **Section 1-06, Control of Material**
27 **January 2, 2018**

28 **1-06.1(3) Aggregate Source Approval (ASA) Database**

29 This section is supplemented with the following:

30
31 Regardless of status of the source, whether listed or not listed in the ASA database the
32 source owner may be asked to provide testing results for toxicity in accordance with
33 Section 9-03.21(1).
34

35 **1-06.2(2)D Quality Level Analysis**

36 This section is supplemented with the following new subsection:

37
38 **1-06.2(2)D5 Quality Level Calculation – HMA Compaction**

39 The procedures for determining the quality level and pay factor for HMA compaction are
40 as follows:

- 41
42 1. Determine the arithmetic mean, X_m , for compaction of the lot:
43

44
$$X_m = \frac{\sum x}{n}$$

45
46 Where:

47 x = individual compaction test values for each subplot in the lot.
48 $\sum x$ = summation of individual compaction test values

- 1 n = total number test values
- 2
- 3 2. Compute the sample standard deviation, "S", for each constituent:
- 4

$$S = \left[\frac{n \sum x^2 - (\sum x)^2}{n(n-1)} \right]^{\frac{1}{2}}$$

- 6 Where:
- 7 $\sum x^2$ = summation of the squares of individual compaction test values
- 8 $(\sum x)^2$ = summation of the individual compaction test values squared
- 9

- 10
- 11 3. Compute the lower quality index (Q_L):
- 12

$$Q_L = \frac{X_m - LSL}{S}$$

- 14 Where:
- 15 LSL = 91.5
- 16

- 17
- 18 4. Determine P_L (the percent within the lower Specification limit which
- 19 corresponds to a given Q_L) from Table 1. For negative values of Q_L , P_L is equal
- 20 to 100 minus the table P_L . If the value of Q_L does not correspond exactly to a
- 21 figure in the table, use the next higher value.
- 22
- 23 5. Determine the quality level (the total percent within Specification limits):
- 24 Quality Level = P_L
- 25
- 26
- 27 6. Using the quality level from step 5, determine the composite pay factor (CPF)
- 28 from Table 2.
- 29
- 30 7. If the CPF determined from step 6 is 1.00 or greater: use that CPF for the
- 31 compaction lot; however, the maximum HMA compaction CPF using an LSL =
- 32 91.5 shall be 1.05.
- 33
- 34 8. If the CPF from step 6 is not 1.00 or greater: repeat steps 3 through 6 using an
- 35 LSL = 91.0. The value thus determined shall be the HMA compaction CPF for
- 36 that lot; however, the maximum HMA compaction CPF using an LSL = 91.00
- 37 shall be 1.00.
- 38

39 **1-06.2(2)D4 Quality Level Calculation**

40 The first paragraph (excluding the numbered list) is revised to read:

- 41
- 42 The procedures for determining the quality level and pay factors for a material, other
- 43 than HMA compaction, are as follows:
- 44

1 1-07.AP1

2 **Section 1-07, Legal Relations and Responsibilities to the Public**
3 **January 2, 2018**

4 **1-07.5(3) State Department of Ecology**

5 This section is supplemented with the following:

6

7 9. When a violation of the CSWGP occurs, immediately notify the Engineer and fill out
8 WSDOT Form 422-011, Contractor ECAP Report, and submit the form to the
9 Engineer within 48 hours of the violation.

10

11 10. Once Physical Completion has been given, prepare a Notice of Termination
12 (Ecology Form ECY 020-87) and submit the Notice of Termination electronically to
13 the Engineer in a PDF format a minimum of 7 calendar days prior to submitting the
14 Notice of Termination to Ecology.

15

16 11. Transfer the CSWGP coverage to the Contracting Agency when Physical
17 Completion has been given and the Engineer has determined that the project site is
18 not stabilized from erosion.

19

20 12. Submit copies of all correspondence with Ecology electronically to the Engineer in
21 a PDF format within four calendar days.

22

23 **1-07.7(1) General**

24 The first sentence of the third paragraph is revised to read:

25

26 When the Contractor moves equipment or materials on or over Structures, culverts or
27 pipes, the Contractor may operate equipment with only the load-limit restrictions in
28 Section 1-07.7(2).

29

30 The first sentence of the last paragraph is revised to read:

31

32 Unit prices shall cover all costs for operating over Structures, culverts and pipes.

33

34 **1-07.9(2) Posting Notices**

35 The second sentence of the first paragraph (up until the colon) is revised to read:

36

37 The Contractor shall ensure the most current edition of the following are posted:

38

39 In items 1 through 10, the revision dates are deleted.

40

41 **1-07.11(2) Contractual Requirements**

42 In this section, "creed" is revised to read "religion".

43

44 Item numbers 1 through 9 are revised to read 2 through 10, respectively.

45

46

- 1 After the preceding Amendment is applied, the following new item number 1 is inserted:
2
3 1. The Contractor shall maintain a Work site that is free of harassment, humiliation,
4 fear, hostility and intimidation at all times. Behaviors that violate this requirement
5 include but are not limited to:
6
7 a. Persistent conduct that is offensive and unwelcome.
8
9 b. Conduct that is considered to be hazing.
10
11 c. Jokes about race, gender, or sexuality that are offensive.
12
13 d. Unwelcome, unwanted, rude or offensive conduct or advances of a sexual
14 nature which interferes with a person's ability to perform their job or creates an
15 intimidating, hostile, or offensive work environment.
16
17 e. Language or conduct that is offensive, threatening, intimidating or hostile
18 based on race, gender, or sexual orientation.
19
20 f. Repeating rumors about individuals in the Work Site that are considered to be
21 harassing or harmful to the individual's reputation.
22

23 **1-07.11(5) Sanctions**

24 This section is supplemented with the following:
25

26 Immediately upon the Engineer's request, the Contractor shall remove from the Work
27 site any employee engaging in behaviors that promote harassment, humiliation, fear or
28 intimidation including but not limited to those described in these specifications.
29

30 **1-07.11(6) Incorporation of Provisions**

31 The first sentence is revised to read:
32

33 The Contractor shall include the provisions of Section 1-07.11(2) Contractual
34 Requirements (1) through (5) and the Section 1-07.11(5) Sanctions in every subcontract
35 including procurement of materials and leases of equipment.
36

37 **1-07.18 Public Liability and Property Damage Insurance**

38 Item number 1 is supplemented with the following new sentence:
39

40 This policy shall be kept in force from the execution date of the Contract until the
41 Physical Completion Date.
42

43 1-08.AP1

44 **Section 1-08, Prosecution and Progress** 45 **January 2, 2018**

46 **1-08.5 Time for Completion**

47 Item number 2 of the sixth paragraph is supplemented with the following:
48

- 49 f. A copy of the Notice of Termination sent to the Washington State Department of
50 Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the
51 Notice of Termination by Ecology; and no rejection of the Notice of Termination by

Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).

1-08.7 Maintenance During Suspension

The fifth paragraph is revised to read:

The Contractor shall protect and maintain all other Work in areas not used by traffic. All costs associated with protecting and maintaining such Work shall be the responsibility of the Contractor.

2-09.AP2

Section 2-09, Structure Excavation January 2, 2018

2-09.3(3)D Shoring and Cofferdams

The first sentence of the sixth paragraph is revised to read:

Structural shoring and cofferdams shall be designed for conditions stated in this Section using methods shown in Division I Section 5 of the AASHTO *Standard Specifications for Highway Bridges* Seventeenth Edition – 2002 for allowable stress design, or the AASHTO *LRFD Bridge Design Specifications* for load and resistance factor design.

5-04.AP5

Section 5-04, Hot Mix Asphalt January 2, 2018

5-04.1 Description

The last sentence of the first paragraph is revised to read:

The manufacture of HMA may include additives or processes that reduce the optimum mixing temperature (Warm Mix Asphalt) or serve as a compaction aid in accordance with these Specifications.

5-04.2 Materials

The reference to “Warm Mix Asphalt Additive” is revised to read “HMA Additive”.

5-04.2(1) How to Get an HMA Mix Design on the QPL

The last bullet in the first paragraph is revised to read:

- Do not include HMA additives that reduce the optimum mixing temperature or serve as a compaction aid when developing a mix design or submitting a mix design for QPL evaluation. The use of HMA additives is not part of the process for obtaining approval for listing a mix design on the QPL. Refer to Section 5-04.2(2)B.

In the table, “WSDOT Standard Practice QC-8” is revised to read “WSDOT Standard Practice QC-8 located in the WSDOT Materials Manual M 46-01”.

1 **5-04.2(1)C Mix Design Resubmittal for QPL Approval**

2 Item number 3 of the first paragraph is revised to read:

- 3
- 4 3. Changes in modifiers used in the asphalt binder.
- 5

6 **5-04.2(2)B Using Warm Mix Asphalt Processes**

7 This section, including title, is revised to read:

8

9 **5-04.2(2)B Using HMA Additives**

10 The Contractor may, at the Contractor's discretion, elect to use additives that reduce the
11 optimum mixing temperature or serve as a compaction aid for producing HMA. Additives
12 include organic additives, chemical additives and foaming processes. The use of
13 Additives is subject to the following:

- 14
- 15 • Do not use additives that reduce the mixing temperature in accordance with
16 Section 5-04.3(6) in the production of High RAP/Any RAS mixtures.
 - 17
 - 18 • Before using additives, obtain the Engineer's approval using WSDOT Form
19 350-076 to describe the proposed additive and process.
 - 20

21 **5-04.3(3)A Mixing Plant**

22 In item number 5 of the first paragraph, "WSDOT T 168" is revised to read "FOP for
23 AASHTO T 168".

24

25 **5-04.3(4) Preparation of Existing Paved Surfaces**

26 The first sentence of the fourth paragraph is revised to read:

27

28 Unless otherwise approved by the Engineer, use cationic emulsified asphalt CSS-1,
29 CSS-1h, or Performance Graded (PG) asphalt for tack coat.

30

31 **5-04.3(6) Mixing**

32 The first paragraph is revised to read:

33

34 The asphalt supplier shall introduce recycling agent and anti-stripping additive, in the
35 amount designated on the QPL for the mix design, into the asphalt binder prior to
36 shipment to the asphalt mixing plant.

37

38 The seventh paragraph is revised to read:

39

40 Upon discharge from the mixer, ensure that the temperature of the HMA does not
41 exceed the optimum mixing temperature shown on the approved Mix Design Report by
42 more than 25°F, or as approved by the Engineer. When an additive is included in the
43 manufacture of HMA, do not heat the additive (at any stage of production including in
44 binder storage tanks) to a temperature higher than the maximum recommended by the
45 manufacturer of the additive.

46

47 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**

48 The following new paragraph is inserted after the first paragraph:

49

50 The Contracting Agency's combined aggregate bulk specific gravity (Gsb) blend as
51 shown on the HMA Mix Design will be used for VMA calculations until the Contractor
52 submits a written request for a Gsb test. The new Gsb will be used in the VMA

calculations for HMA from the date the Engineer receives the written request for a Gsb retest. The Contractor may request aggregate specific gravity (Gsb) testing be performed by the Contracting Agency twice per project. The Gsb blend of the combined stockpiles will be used to calculate voids in mineral aggregate (VMA) of any HMA produced after the new Gsb is determined.

5-04.3(9)A1 Test Section – When Required, When to Stop

The following new row is inserted after the second row in Table 9:

VMA	Minimum PF_i of 0.95 based on the criteria in Section 5-04.3(9)B4 ²	None ⁴
-----	--	-------------------

5-04.3(9)A2 Test Section – Evaluating the HMA Mixture in a Test Section

In Table 9a, the test property “Gradation, Asphalt Binder, and V_a ” is revised to read “Gradation, Asphalt Binder, VMA, and V_a ”

5-04.3(9)B3 Mixture Statistical Evaluation – Acceptance Testing

In Table 11, “ V_a ” is revised to read “VMA and V_a ”

5-04.3(9)B5 Mixture Statistical Evaluation – Composite Pay Factors (CPF)

The following new row is inserted above the last row in Table 12:

Voids in Mineral Aggregate (VMA)	2
----------------------------------	---

5-04.3(9)B7 Mixture Statistical Evaluation – Retests

The second to last sentence is revised to read:

The sample will be tested for a complete gradation analysis, asphalt binder content, VMA and V_a , and the results of the retest will be used for the acceptance of the HMA mixture in place of the original mixture subplot sample test results.

5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots

The bulleted item in the fourth paragraph is revised to read:

- For a compaction lot in progress with a compaction CPF less than 0.75 using an $LSL = 91.0$, a new compaction lot will begin at the Contractor’s request after the Engineer is satisfied that material conforming to the Specifications can be produced. See also Section 5-04.3(11)F.

5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing

In the table, “WSDOT FOP for AASHTO T 355” is revised to read “FOP for AASHTO T 355”.

5-04.3(10)C3 HMA Statistical Compaction – Price Adjustments

In the first paragraph, “WSDOT FOP for AASHTO T 355” is revised to read “FOP for AASHTO T 355”.

5-04.3(10)C3 HMA Statistical Compaction – Price Adjustments

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

For each HMA compaction lot (that is accepted by Statistical Evaluation) which does not meet the criteria in the preceding paragraph, the compaction lot shall be evaluated in accordance with Section 1-06.2(2)D5 to determine the appropriate Composite Pay Factor (CPF).

The last two paragraphs are revised to read:

Determine the Compaction Price Adjustment (CPA) from the table below, selecting the equation for CPA that corresponds to the value of CPF determined above.

Calculating HMA Compaction Price Adjustment (CPA)	
Value of CPF	Equation for Calculating CPA
When CPF > 1.00	$CPA = [0.80 \times (CPF - 1.00)] \times Q \times UP$
When CPF = 1.00	CPA = \$0
When CPF < 1.0	$CPA = [0.40 \times (CPF - 1.00)] \times Q \times UP$

Where

CPA = Compaction Price Adjustment for the compaction lot (\$)

CPF = Composite Pay Factor for the compaction lot (maximum is 1.05)

Q = Quantity in the compaction lot (tons)

UP = Unit price of the HMA in the compaction lot (\$/ton)

1 8-01.AP8
2 **Section 8-01, Erosion Control and Water Pollution Control**
3 **January 11, 2018**

4 **8-01.1 Description**

5 This section is revised to read:

6
7 This Work consists of furnishing, installing, maintaining, removing and disposing of best
8 management practices (BMPs), as defined in the Washington Administrative Code
9 (WAC) 173-201A, to manage erosion and water quality in accordance with these
10 Specifications and as shown in the Plans or as designated by the Engineer.

11
12 The Contracting Agency may have a National Pollution Discharge Elimination System
13 Construction Stormwater General Permit (CSWGP) as identified in the Contract Special
14 Provisions. The Contracting Agency may or may not transfer coverage of the CSWGP
15 to the Contractor when a CSWGP has been obtained. The Contracting Agency may not
16 have a CSWGP for the project but may have another water quality related permit as
17 identified in the Contract Special Provisions or the Contracting Agency may not have
18 water quality related permits but the project is subject to applicable laws for the Work.
19 Section 8-01 covers all of these conditions.

20
21 **8-01.2 Materials**

22 The first paragraph is revised to read:

23
24 Materials shall meet the requirements of the following sections:

25

26	Corrugated Polyethylene Drain Pipe	9.05.1(6)
27	Quarry Spalls	9-13
28	Erosion Control and Roadside Planting	9-14
29	Construction Geotextile	9-33

30

31 **8-01.3(1) General**

32 This section is revised to read:

33
34 Adaptive management shall be employed throughout the duration of the project for the
35 implementation of erosion and water pollution control permit requirements for the
36 current condition of the project site. The adaptive management includes the selection
37 and utilization of BMPs, scheduling of activities, prohibiting unacceptable practices,
38 implementing maintenance procedures, and other managerial practices that when used
39 singularly or in combination, prevent or reduce the release of pollutants to waters of the
40 State. The adaptive management shall use the means and methods identified in this
41 section and means and methods identified in the Washington State Department of
42 Transportation's Temporary Erosion and Sediment Control Manual or the Washington
43 State Department of Ecology's Stormwater Management Manuals for construction
44 stormwater.

45
46 The Contractor shall install a high visibility fence along the site preservation lines shown
47 in the Plans or as instructed by the Engineer.

48
49 Throughout the life of the project, the Contractor shall preserve and protect the
50 delineated preservation area, acting immediately to repair or restore any fencing
51 damaged or removed.

1 All discharges to surface waters shall comply with surface water quality standards as
2 defined in Washington Administrative Code (WAC) Chapter 173-201A. All discharges to
3 the ground shall comply with groundwater quality standards WAC Chapter 173-200.
4

5 The Contractor shall comply with the CSWGP when the project is covered by the
6 CSWGP. Temporary Work, at a minimum, shall include the implementation of:
7

- 8 1. Sediment control measures prior to ground disturbing activities to ensure all
9 discharges from construction areas receive treatment prior to discharging from
10 the site.
11
- 12 2. Flow control measures to prevent erosive flows from developing.
13
- 14 3. Water management strategies and pollution prevention measures to prevent
15 contamination of waters that will be discharged to surface waters or the
16 ground.
17
- 18 4. Erosion control measures to stabilize erodible earth not being worked.
19
- 20 5. Maintenance of BMPs to ensure continued compliant performance.
21
- 22 6. Immediate corrective action if evidence suggests construction activity is not in
23 compliance. Evidence includes sampling data, olfactory or visual evidence
24 such as the presence of suspended sediment, turbidity, discoloration, or oil
25 sheen in discharges.
26

27 To the degree possible, the Contractor shall coordinate this temporary Work with
28 permanent drainage and erosion control Work the Contract requires.
29

30 Clearing, grubbing, excavation, borrow, or fill within the Right of Way shall never expose
31 more erodible earth than as listed below:
32

Western Washington (West of the Cascade Mountain Crest)		Eastern Washington (East of the Cascade Mountain Crest)	
May 1 through September 30	17 Acres	April 1 through October 31	17 Acres
October 1 through April 30	5 Acres	November 1 through March 31	5 Acres

33
34 The Engineer may increase or decrease the limits based on project conditions.
35

36 Erodible earth is defined as any surface where soils, grindings, or other materials may
37 be capable of being displaced and transported by rain, wind, or surface water runoff.
38

39 Erodible earth not being worked, whether at final grade or not, shall be covered within
40 the specified time period (see the table below), using BMPs for erosion control.
41

Western Washington (West of the Cascade Mountain Crest)	
October 1 through April 30	2 days maximum
May 1 to September 30	7 days maximum

Eastern Washington (East of the Cascade Mountain Crest)	
October 1 through June 30	5 days maximum
November 1 through March 31	10 days maximum

When applicable, the Contractor shall be responsible for all Work required for compliance with the CSWGP including annual permit fees.

If the Engineer, under Section 1-08.6, orders the Work suspended, the Contractor shall continue to comply with this division during the suspension.

Nothing in this Section shall relieve the Contractor from complying with other Contract requirements.

8-01.3(1)A Submittals

This section's content is deleted.

This section is supplemented with the following new subsection:

8-01.3(1)A1 Temporary Erosion and Sediment Control

A Temporary Erosion and Sediment Control (TESC) plan consists of a narrative section and plan sheets that meets the Washington State Department of Ecology's Stormwater Pollution Prevention Plan (SWPPP) requirement in the CSWGP. Abbreviated TESC plans are used on small projects that disturb soil and have the potential to discharge but are not covered by the CSWGP. The contract uses the term "TESC plan" to describe both TESC plans and abbreviated TESC plans. When the Contracting Agency has developed a TESC plan for a Contract, the narrative is included in the appendix to the Special Provisions and the TESC plan sheets are included in the Contract Plans. The Contracting Agency TESC plan will not include off-site areas used to directly support construction activity.

The Contractor shall either adopt the TESC Plan in the Contract or develop a new TESC Plan. If the Contractor adopts the Contracting Agency TESC Plan, the Contractor shall modify the TESC Plan to meet the Contractor's schedule, method of construction, and to include off-site areas that will be used to directly support construction activity such as equipment staging yards, material storage areas, or borrow areas. Contractor TESC Plans shall include all high visibility fence delineation shown on the Contracting Agency Contract Plans. All TESC Plans shall meet the requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109 and be adaptively managed as needed throughout construction based on site inspections and discharge samples to maintain compliance with the CSWGP. The Contractor shall develop a schedule for implementation of the TESC work and incorporate it into the Contractor's progress schedule.

The Contractor shall submit their TESC Plan (either the adopted plan or new plan) and implementation schedule as Type 2 Working Drawings. At the request of the Engineer, updated TESC Plans shall be submitted as Type 1 Working Drawings.

8-01.3(1)B Erosion and Sediment Control (ESC) Lead

This section is revised to read:

The Contractor shall identify the ESC Lead at the preconstruction discussions and in the TESC Plan. The ESC Lead shall have, for the life of the Contract, a current Certificate of Training in Construction Site Erosion and Sediment Control from a course approved by the Washington State Department of Ecology. The ESC Lead must be onsite or on call at all times throughout construction. The ESC Lead shall be listed on the Emergency Contact List required under Section 1-05.13(1).

The ESC Lead shall implement the TESC Plan. Implementation shall include, but is not limited to:

1. Installing, adaptively managing, and maintaining temporary erosion and sediment control BMPs to assure continued performance of their intended function. Damaged or inadequate BMPs shall be corrected immediately.
2. Updating the TESC Plan to reflect current field conditions.
3. Discharge sampling and submitting Discharge Monitoring Reports (DMRs) to the Washington State Department of Ecology in accordance with the CSWGP.
4. Develop and maintain the Site Log Book as defined in the CSWGP. When the Site Log Book or portion thereof is electronically developed, the electronic documentation must be accessible onsite. As a part of the Site Log Book, the Contractor shall develop and maintain a tracking table to show that identified TESC compliance issues are fully resolved within 10 calendar days. The table shall include the date an issue was identified, a description of how it was resolved, and the date the issue was fully resolved.

The ESC Lead shall also inspect all areas disturbed by construction activities, all on-site erosion and sediment control BMPs, and all stormwater discharge points at least once every calendar week and within 24-hours of runoff events in which stormwater discharges from the site. Inspections of temporarily stabilized, inactive sites may be reduced to once every calendar month. The Washington State Department of Ecology's Erosion and Sediment Control Site Inspection Form, located at <http://www.ecy.wa.gov/programs/wq/stormwater/construction/InspectionForm.docx>, shall be completed for each inspection and a copy shall be submitted to the Engineer no later than the end of the next working day following the inspection.

8-01.3(1)C Water Management

This section is supplemented with the following new subsections:

8-01.3(1)C5 Water Management for In-Water Work Below Ordinary High Water Mark (OHWM)

Work over surface waters of the state (defined in WAC 173-201A-010) or below the OHWM (defined in RCW 90.58.030) must comply with water quality standards for surface waters of the state of Washington.

8-01.3(1)C6 Environmentally Acceptable Hydraulic Fluid

All equipment containing hydraulic fluid that operates over surface waters of the state or below the OHWM, shall be equipped with an environmentally acceptable hydraulic fluid.

The fluid shall meet specific requirements for biodegradability, aquatic toxicity, and bioaccumulation in accordance with the United States Environmental Protection Agency (EPA) publication EPA800-R-11-002. Acceptance shall be in accordance with Section 1-06.3, Manufacturer's Certification of Compliance.

The designation of environmentally acceptable hydraulic fluid does not mean fluid spills are acceptable. The Contractor shall respond to spills to land or water in accordance with the Contract.

8-01.3(1)C7 Turbidity Curtain

All Work for the turbidity curtain shall be in accordance with the manufacturer's recommendations for the site conditions. Removal procedures shall be developed and used to minimize silt release and disturbance of silt. The Contractor shall submit a Type 2 Working Drawing, detailing product information, installation and removal procedures, equipment and workforce needs, maintenance plans, and emergency repair/replacement plans.

Turbidity curtain materials, installation, and maintenance shall be sufficient to comply with water quality standards.

The Contractor shall notify the Engineer 10 days in advance of removing the turbidity curtain. All components of the turbidity curtain shall be removed from the project.

8-01.3(1)C1 Disposal of Dewatering Water

This section is revised to read:

When uncontaminated groundwater is encountered in an excavation on a project it may be infiltrated within vegetated areas of the right of way not designated as Sensitive Areas or incorporated into an existing stormwater conveyance system at a rate that will not cause erosion or flooding in any receiving surface water.

Alternatively, the Contractor may pursue independent disposal and treatment alternatives that do not use the stormwater conveyance system provided it is in compliance with the applicable WACs and permits.

8-01.3(1)C2 Process Wastewater

This section is revised to read:

Wastewater generated on-site as a byproduct of a construction process shall not be discharged to surface waters of the State. Some sources of process wastewater may be infiltrated in accordance with the CSWGP with concurrence from the Engineer. Some sources of process wastewater may be disposed via independent disposal and treatment alternatives in compliance with the applicable WACs and permits.

8-01.3(1)C4 Management of Off-Site Water

This section is revised to read:

Prior to clearing and grubbing, the Contractor shall intercept all sources of off-site surface water and overland flow that will run-on to the project. Off-site surface water run-on shall be diverted through or around the project in a way that does not introduce construction related pollution. It shall be diverted to its preconstruction discharge location in a manner that does not increase preconstruction flow rate and velocity and

1 protects contiguous properties and waterways from erosion. The Contractor shall submit
2 a Type 2 Working Drawing consisting of the method for performing this Work.
3
4 **8-01.3(5) Plastic Covering**
5 The first sentence of the first paragraph is revised to read:
6
7 **Erosion Control** – Plastic coverings used to temporarily cover stockpiled materials,
8 slopes or bare soils shall be installed and maintained in a way that prevents water from
9 intruding under the plastic and prevents the plastic cover from being damaged by wind.
10
11 **8-01.3(8) Street Cleaning**
12 This section is revised to read:
13
14 Self-propelled pickup street sweepers shall be used to remove and collect dirt and other
15 debris from the Roadway. The street sweeper shall effectively collect these materials
16 and prevent them from being washed or blown off the Roadway or into waters of the
17 State. Street sweepers shall not generate fugitive dust and shall be designed and
18 operated in compliance with applicable air quality standards. Material collected by the
19 street sweeper shall be disposed of in accordance with Section 2-03.3(7)C.
20
21 When allowed by the Engineer, power broom sweepers may be used in non-
22 environmentally sensitive areas. The broom sweeper shall sweep dirt and other debris
23 from the roadway into the work area. The swept material shall be prevented from
24 entering or washing into waters of the State.
25
26 Street washing with water will require the concurrence of the Engineer.
27
28 **8-01.3(13) Temporary Curb**
29 The second to last sentence of the second paragraph is revised to read:
30
31 Temporary curbs shall be a minimum of 4 inches in height.
32
33

1 **8-01.3(14) Temporary Pipe Slope Drain**

2 The third and fourth paragraphs are revised to read:

3
4 The pipe fittings shall be water tight and the pipe secured to the slope with metal posts,
5 wood stakes, sand bags, or as allowed by the Engineer.
6

7 The water shall be discharged to a stabilized conveyance, sediment trap, stormwater
8 pond, rock splash pad, or vegetated strip, in a manner to prevent erosion and maintain
9 water quality compliance.

10
11 The last paragraph is deleted.

12
13 **8-01.3(15) Maintenance**

14 This section is revised to read:

15
16 Erosion and sediment control BMPs shall be maintained or adaptively managed as
17 required by the CSWGP until the Engineer determines they are no longer needed.
18 When deficiencies in functional performance are identified, the deficiencies shall be
19 rectified immediately.

20
21 The BMPs shall be inspected on the schedule outlined in Section 8-01.3(1)B for
22 damage and sediment deposits. Damage to or undercutting of BMPs shall be repaired
23 immediately.

24
25 In areas where the Contractor's activities have compromised the erosion control
26 functions of the existing grasses, the Contractor shall overseed at no additional cost to
27 the Contracting Agency.

28
29 The quarry spalls of construction entrances shall be refreshed, replaced, or screened to
30 maintain voids between the spalls for collecting mud and dirt.

31
32 Unless otherwise specified, when the depth of accumulated sediment and
33 debris reaches approximately $\frac{1}{3}$ the height of the BMP the deposits shall be removed.
34 Debris or contaminated sediment shall be disposed of in accordance with Section 2-
35 03.3(7)C. Clean sediments may be stabilized on-site using BMPs as allowed by the
36 Engineer.

37
38 **8-01.3(16) Removal**

39 This section is revised to read:

40
41 The Contractor shall remove all temporary BMPs, all associated hardware and
42 associated accumulated sediment deposition from the project limits prior to Physical
43 Completion unless otherwise allowed by the Engineer. When the temporary BMP
44 materials are made of natural plant fibers unaltered by synthetic materials the Engineer
45 may allow leaving the BMP in place.

46
47 The Contractor shall remove BMPs and associated hardware in a way that minimizes
48 soil disturbance. The Contractor shall permanently stabilize all bare and disturbed soil
49 after removal of BMPs. If the installation and use of the erosion control BMPs have
50 compacted or otherwise rendered the soil inhospitable to plant growth, such as
51 construction entrances, the Contractor shall take measures to rehabilitate the soil to

1 facilitate plant growth. This may include, but is not limited to, ripping the soil,
2 incorporating soil amendments, or seeding with the specified seed.

3
4 At the request of the Contractor and at the sole discretion of the Engineer the CSWGP
5 may be transferred back to the Contracting Agency. Approval of the Transfer of
6 Coverage request will require the following:

- 7
8 1. All other Work required for Contract Completion has been completed.
9
10 2. All Work required for compliance with the CSWGP has been completed to the
11 maximum extent possible. This includes removal of BMPs that are no longer
12 needed and the site has undergone all Stabilization identified for meeting the
13 requirements of Final Stabilization in the CSWGP.
14
15 3. An Equitable Adjustment change order for the cost of Work that has not been
16 completed by the Contractor.
17
18 4. Submittal of the Washington State Department of Ecology Transfer of
19 Coverage form (Ecology form ECY 020-87a) to the Engineer.
20

21 If the Engineer approves the transfer of coverage back to the Contracting Agency, the
22 requirement in Section 1-07.5(3) for the Contractor's submittal of the Notice of
23 Termination form to the Washington State Department of Ecology will not apply.
24

25 **8-01.4 Measurement**

26 This section's content is deleted and replaced with the following new subsections:
27

28 **8-01.4(1) Lump Sum Bid for Project (No Unit Items)**

29 When the Bid Proposal contains the item "Erosion Control and Water Pollution
30 Prevention" there will be no measurement of unit or force account items for Work
31 defined in Section 8-01 except as described in Sections 8-01.4(3) and 8-01.4(4). Also,
32 except as described in Section 8-01.4(3), all of Sections 8-01.4(2) and 8-01.5(2) are
33 deleted.
34

35 **8-01.4(2) Item Bids**

36 When the Proposal does not contain the items "Erosion Control and Water Pollution
37 Prevention", Section 8-01.4(1) and 8-01.5(1) are deleted and the Bid Proposal will
38 contain some or all of the following items measured as noted.
39

40 ESC lead will be measured per day for each day that an inspection is made and a
41 report is filed.
42

43 Biodegradable erosion control blanket and plastic covering will be measured by the
44 square yard along the ground slope line of surface area covered and accepted.
45

46 Turbidity curtains will be measured by the linear foot along the ground line of the
47 installed curtain.
48

49 Check dams will be measured per linear foot one time only along the ground line of
50 the completed check dam. No additional measurement will be made for check
51 dams that are required to be rehabilitated or replaced due to wear.
52

1	Stabilized construction entrances will be measured by the square yard by ground
2	slope measurement for each entrance constructed.
3	
4	Tire wash facilities will be measured per each for each tire wash installed.
5	
6	Street cleaning will be measured by the hour for the actual time spent cleaning
7	pavement, refilling with water, dumping and transport to and from cleaning
8	locations within the project limits, as authorized by the Engineer. Time to mobilize
9	the equipment to or from the project limits on which street cleaning is required will
10	not be measured.
11	
12	Inlet protections will be measured per each for each initial installation at a
13	drainage structure.
14	
15	Silt fence, gravel filter, compost berms, and wood chip berms will be measured by
16	the linear foot along the ground line of the completed barrier.
17	
18	Wattles and compost socks will be measured by the linear foot.
19	
20	Temporary curbs will be measured by the linear foot along the ground line of the
21	completed installation.
22	
23	Temporary pipe slope drains will be measured by the linear foot along the flow line
24	of the pipe.
25	
26	Coir logs will be measured by the linear foot along the ground line of the completed
27	installation.
28	
29	Outlet protections will be measured per each initial installation at an outlet location.
30	
31	Tackifiers will be measure by the acre by ground slope measurement.
32	
33	8-01.4(3) Reinstating Unit Items with Lump Sum Erosion Control and Water
34	Pollution Prevention
35	The Contract Provisions may establish the project as lump sum, in accordance with
36	Section 8-01.4(1) and also include one or more of the items included above in Section
37	8-01.4(2). When that occurs, the corresponding measurement provision in Section 8-
38	01.4(2) is not deleted and the Work under that item will be measured as specified.
39	
40	8-01.4(4) Items not included with Lump Sum Erosion Control and Water Pollution
41	Prevention
42	Compost blanket will be measured by the square yard by ground slope surface area
43	covered and accepted.
44	
45	Mulching will be measured by the acre by ground slope surface area covered and
46	accepted.
47	
48	Seeding, fertilizing, liming, mulching, and mowing, will be measured by the acre by
49	ground slope measurement.
50	

1 Seeding and fertilizing by hand will be measured by the square yard by ground slope
2 measurement. No adjustment in area size will be made for the vegetation free zone
3 around each plant.

4
5 Fencing will be measured by the linear foot along the ground line of the completed
6 fence.

8 8-01.5 Payment

9 This section's content is deleted and replaced with the following new subsections:

10 11 8-01.5(1) Lump Sum Bid for Project (No Unit Items)

12 Payment will be made for the following Bid item when it is included in the Proposal:

13
14 "Erosion Control and Water Pollution Prevention", lump sum.

15
16 The lump sum Contract price for "Erosion Control and Water Pollution Prevention"
17 shall be full pay to perform the Work as described in Section 8-01 except for costs
18 compensated by Bid Proposal items inserted through Contract Provisions as
19 described in Section 8-01.4(2). Progress payments for the lump sum item "Erosion
20 Control and Water Pollution Prevention" will be made as follows:

- 21
22 1. The Contracting Agency will pay 15 percent of the bid amount for the
23 initial set up for the item. Initial set up includes the following:
 - 24
25 a. Acceptance of the TESC Plan provided by the Contracting Agency or
26 submittal of a new TESC Plan,
 - 27
28 b. Submittal of a schedule for the installation of the BMPs, and
 - 29
30 c. Identifying water quality sampling locations.
- 31
32 2. 70 percent of the bid amount will be paid in accordance with Section 1-
33 09.9.
- 34
35 3. Once the project is physically complete and copies of the all reports
36 submitted to the Washington State Department of Ecology have been
37 submitted to the Engineer, and, if applicable, transference of the CSWGP
38 back to the Contracting Agency is complete, the remaining 15 percent of
39 the bid amount shall be paid in accordance with Section 1-09.9.

40 41 8-01.5(2) Item Bids

42 "ESC Lead", per day.

43
44 "Turbidity Curtain", per linear foot.

45
46 "Biodegradable Erosion Control Blanket", per square yard.

47
48 "Plastic Covering", per square yard.

49
50 "Check Dam", per linear foot.

51
52 "Inlet Protection", per each.

- 1 "Gravel Filter Berm", per linear foot.
2
3 "Stabilized Construction Entrance", per square yard.
4
5 "Street Cleaning", per hour.
6
7 "Silt Fence", per linear foot.
8
9 "Wood Chip Berm", per linear foot.
10
11 "Compost Berm", per linear foot.
12
13 "Wattle", per linear foot.
14
15 "Compost Sock", per linear foot.
16
17 "Coir Log", per linear foot.
18
19 "Temporary Curb", per linear foot.
20
21 "Temporary Pipe Slope Drain", per linear foot.
22
23 "Temporary Seeding", per acre.
24
25 "Outlet Protection", per each.
26
27 "Tackifier", per acre.
28
29 "Erosion/Water Pollution Control", by force account as provided in Section 1-09.6.
30
31 Maintenance and removal of erosion and water pollution control devices including
32 removal and disposal of sediment, stabilization and rehabilitation of soil disturbed
33 by these activities, and any additional Work deemed necessary by the Engineer to
34 control erosion and water pollution will be paid by force account in accordance with
35 Section 1-09.6.
36
37 To provide a common Proposal for all Bidders, the Contracting Agency has entered an
38 amount in the Proposal to become a part of the Contractor's total Bid.
39
40 **8-01.5(3) Reinstating Unit Items with Lump Sum Erosion Control and Water**
41 **Pollution Prevention**
42 The Contract may establish the project as lump sum, in accordance with Section 8-
43 01.4(1) and also reinstate the measurement of one or more of the items described in
44 Section 8-01.4(2), except for Erosion/Water Pollution Control, by force account. When
45 that occurs, the corresponding payment provision in Section 8-01.5(2) is not deleted
46 and the Work under that item will be paid as specified.
47
48

- 1 **8-01.5(4) Items not included with Lump Sum Erosion Control and Water Pollution**
2 **Prevention**
3 Payment will be made for each of the following Bid items when they are included in the
4 Proposal:
5
6 “Compost Blanket”, per square yard.
7
8 “Mulching”, per acre
9
10 “Mulching with PAM”, per acre
11
12 “Mulching with Short-Term Mulch”, per acre.
13
14 “Mulching with Moderate-Term Mulch”, per acre.
15
16 “Mulching with Long-Term Mulch”, per acre.
17
18 “Seeding, Fertilizing and Mulching”, per acre.
19
20 “Seeding and Fertilizing”, per acre.
21
22 “Seeding and Fertilizing by Hand”, per square yard.
23
24 “Second Application of Fertilizer”, per acre.
25
26 “Liming”, per acre.
27
28 “Mowing”, per acre.
29
30 “Seeding and Mulching”, per acre.
31
32 “High Visibility Fence”, per linear foot.
33
34 8-14.AP8
35 **Section 8-14, Cement Concrete Sidewalks**
36 **January 2, 2018**

37 **8-14.2 Materials**
38 In the second paragraph, each reference to “Federal Standard 595” is revised to read “SAE
39 AMS Standard 595”.
40
41 8-21.AP8
42 **Section 8-21, Permanent Signing**
43 **January 2, 2018**

44 **8-21.3(9)F Foundations**
45 Item number 3 of the twelfth paragraph is supplemented with the following new sentence:
46
47 Class 4000P concrete for roadside sign structures does not require air entrainment.
48

9-02.AP9
Section 9-02, Bituminous Materials
January 2, 2018

9-02.1 Asphalt Material, General

The second paragraph is revised to read:

The Asphalt Supplier of Performance Graded (PG) asphalt binder and emulsified asphalt shall have a Quality Control Plan (QCP) in accordance with WSDOT QC 2 "Standard Practice for Asphalt Suppliers That Certify Performance Graded and Emulsified Asphalts". The Asphalt Supplier's QCP shall be submitted and receive the acceptance of the WSDOT State Materials Laboratory. Once accepted, any change to the QCP will require a new QCP to be submitted for acceptance. The Asphalt Supplier of PG asphalt binder and emulsified asphalt shall certify through the Bill of Lading that the PG asphalt binder or emulsified asphalt meets the Specification requirements of the Contract.

9-02.1(4) Performance Graded Asphalt Binder (PGAB)

This section's title is revised to read:

Performance Graded (PG) Asphalt Binder

The first paragraph is revised to read:

PG asphalt binder meeting the requirements of AASHTO M 332 Table 1 of the grades specified in the Contract shall be used in the production of HMA. For HMA with greater than 20 percent RAP by total weight of HMA, or any amount of RAS, the new asphalt binder, recycling agent and recovered asphalt (RAP and/or RAS) when blended in the proportions of the mix design shall meet the PG asphalt binder requirements of AASHTO M 332 Table 1 for the grade of asphalt binder specified by the Contract.

The second paragraph, including the table, is revised to read:

In addition to AASHTO M 332 Table 1 specification requirements, PG asphalt binders shall meet the following requirements:

		Additional Requirements by Performance Grade (PG) Asphalt Binders			
Property	Test Method	PG58H-22	PG58V-22	PG64H-28	PG64V-28
RTFO Residue: Average Percent Recovery @ 3.2 kPa	AASHTO T 350 ¹		30% Min.	25% Min.	30% Min.
¹ Specimen conditioned in accordance with AASHTO T 240 – RTFO.					

The third paragraph is revised to read:

The RTFO $J_{nr diff}$ and the PAV direct tension specifications of AASHTO M 332 are not required.

1
2 **9-02.1(6) Cationic Emulsified Asphalt**
3 This section is revised to read:
4
5 Cationic Emulsified Asphalt meeting the requirements of AASHTO M 208 Table 1 of the
6 grades specified in the Contract shall be used.
7
8 **9-02.5 Warm Mix Asphalt (WMA) Additive**
9 This section, including title, is revised to read:
10
11 **9-02.5 HMA Additive**
12 Additives for HMA shall be approved by the Engineer.
13
14 9-03.AP9
15 **Section 9-03, Aggregates**
16 **January 2, 2018**

17 **9-03.1(1) General Requirements**
18 The second paragraph (up until the colon) is revised to read:
19
20 Aggregates for Portland Cement Concrete shall meet the following test requirements:
21
22 **9-03.1(5)B Grading**
23 In the last paragraph, "WSDOT FOP for WAQTC/AASHTO T 27/T 11" is revised to read
24 "FOP for WAQTC/AASHTO T 27/T 11".
25
26 **9-03.4(1) General Requirements**
27 The first paragraph (up until the colon) is revised to read:
28
29 Aggregate for bituminous surface treatment shall be manufactured from ledge rock,
30 talus, or gravel, in accordance with Section 3-01. Aggregates for Bituminous Surface
31 Treatment shall meet the following test requirements:
32
33

9-03.8(1) General Requirements

The first paragraph (up until the colon) is revised to read:

Aggregates for Hot Mix Asphalt shall meet the following test requirements:

9-03.8(7) HMA Tolerances and Adjustments

In the table in item number 1, the fifth row is revised to read:

Asphalt binder	-0.4% to 0.5%		±0.7%
----------------	---------------	--	-------

In the table in item number 1, the following new row is inserted before the last row:

Voids in Mineral Aggregate, VMA	-1.5%		
---------------------------------	-------	--	--

9-03.9(1) Ballast

The second paragraph (up until the colon) is revised to read:

Aggregates for ballast shall meet the following test requirements:

9-04.AP9

Section 9-04, Joint and Crack Sealing Materials January 2, 2018

9-04.1(2) Premolded Joint Filler for Expansion Joints

In this section, each reference to "AASHTO T 42" is revised to read "ASTM D 545".

9-04.2(1)A1 Hot Poured Sealant for Cement Concrete Pavement

This section is supplemented with the following:

Hot poured sealant for cement concrete pavement is acceptable for installations in joints where cement concrete pavement abuts a bituminous pavement.

9-04.2(1)A2 Hot Poured Sealant for Bituminous Pavement

This section is supplemented with the following:

Hot poured sealant for bituminous pavement is acceptable for installations in joints where cement concrete pavement abuts a bituminous pavement.

9-06.AP9

Section 9-06, Structural Steel and Related Materials January 2, 2018

9-06.5 Bolts

This section's title is revised to read:

Bolts and Rods

9-06.5(4) Anchor Bolts

This section, including title, is revised to read:

9-06.5(4) Anchor Bolts and Anchor Rods

Anchor bolts and anchor rods shall meet the requirements of ASTM F1554 and, unless otherwise specified, shall be Grade 105 and shall conform to Supplemental Requirements S2, S3, and S4.

Nuts for ASTM F1554 Grade 105 black anchor bolts and anchor rods shall conform to ASTM A563, Grade D or DH. Nuts for ASTM F1554 Grade 105 galvanized anchor bolts and anchor rods shall conform to either ASTM A563, Grade DH, or AASHTO M292, Grade 2H, and shall conform to the overlapping, lubrication, and rotational testing requirements in Section 9-06.5(3). Nuts for ASTM F1554 Grade 36 or 55 black or galvanized anchor bolts and anchor rods shall conform to ASTM A563, Grade A or DH. Washers shall conform to ASTM F436.

The bolts and rods shall be tested by the manufacturer in accordance with the requirements of the pertinent Specification and as specified in these Specifications. Anchor bolts, anchor rods, nuts, and washers shall be inspected prior to shipping to the project site. The Contractor shall submit to the Engineer for acceptance a Manufacturer's Certificate of Compliance for the anchor bolts, anchor rods, nuts, and washers, as defined in Section 1-06.3. If the Engineer deems it appropriate, the Contractor shall provide a sample of the anchor bolt, anchor rod, nut, and washer for testing.

All bolts, rods, nuts, and washers shall be marked and identified as required in the pertinent Specification.

9-06.18 Metal Bridge Railing

The second sentence of the first paragraph is revised to read:

Steel used for metal railings, when galvanized after fabrication in accordance with AASHTO M111, shall have a controlled silicon content of either 0.00 to 0.06 percent or 0.15 to 0.25 percent.

9-08.AP9

**Section 9-08, Paints and Related Materials
January 2, 2018**

9-08.1(2)K Orange Equipment Enamel

In the second sentence of the first paragraph, the reference to "Federal Standard 595" is revised to read "SAE AMS Standard 595".

9-08.1(8) Standard Colors

In the first paragraph, the reference to "Federal Standard 595" is revised to read "SAE AMS Standard 595".

- 1 9-13.AP9
2 **Section 9-13, Riprap, Quarry Spalls, Slope Protection, and Rock for Erosion**
3 **and Scour Protection and Rock Walls**
4 **January 2, 2018**
- 5 **9-13.1(1) General**
6 The last paragraph is revised to read:
7
8 Riprap and quarry spalls shall be free from segregation, seams, cracks, and other
9 defects tending to destroy its resistance to weather and shall meet the following test
10 requirements:
11
- 12 **9-13.7(1) Rock for Rock Walls and Chinking Material**
13 The first paragraph (up until the colon) is revised to read:
14
15 Rock for rock walls and chinking material shall be hard, sound and durable material,
16 free from seams, cracks, and other defects tending to destroy its resistance to weather,
17 and shall meet the following test requirements:
18
- 19 9-14.AP9
20 **Section 9-14, Erosion Control and Roadside Planting**
21 **January 2, 2018**
- 22 **9-14.4(2) Hydraulically Applied Erosion Control Products (HECPs)**
23 In the second column of Table 1, “ASTM D 586” is revised to read “AASHTO T 267”.
24
25 In Table 1, the second to last row is deleted.
26
- 27 9-20.AP9
28 **Section 9-20, Concrete Patching Material, Grout, and Mortar**
29 **January 2, 2018**
- 30 **9-20.5 Bridge Deck Repair Material**
31 Item number 3 of the first paragraph is revised to read:
32
33 3. Permeability of less than 2,000 coulombs at 28-days or more in accordance with
34 AASHTO T 277.
35
- 36 9-21.AP9
37 **Section 9-21, Raised Pavement Markers (RPM)**
38 **January 2, 2018**
- 39 **9-21.2 Raised Pavement Markers Type 2**
40 This section’s content is deleted.
41
- 42 **9-21.2(1) Physical Properties**
43 This section, including title, is revised to read:
44

1 **9-21.2(1) Standard Raised Pavement Markers Type 2**
2 The marker housing shall contain reflective faces as shown in the Plans to reflect
3 incident light from either a single or opposite directions and meet the requirements of
4 ASTM D 4280 including Flexural strength requirements.

5
6 **9-21.2(2) Optical Requirements**
7 This section, including title, is revised to read:

8
9 **9-21.2(2) Abrasion Resistant Raised Markers Type 2**
10 Abrasion Resistant Raised Markers Type 2 shall comply with Section 9-21.2(1) and
11 meet the requirements of ASTM D 4280 with the following additional requirement: The
12 coefficient of luminous intensity of the markers shall be measured after subjecting the
13 entire lens surface to the test described in ASTM D 4280 Section 9.5 using a sand drop
14 apparatus. After the exposure described above, retroreflected values shall not be less
15 than 0.5 times a nominal unblemished sample.

16
17 **9-21.2(3) Strength Requirements**
18 This section is deleted in its entirety.

19
20 9-28.AP9
21 **Section 9-28, Signing Materials and Fabrication**
22 **January 2, 2018**

23 **9-28.11 Hardware**
24 The last paragraph is revised to read:
25
26 All steel parts shall be galvanized in accordance with AASHTO M111. Steel bolts and
27 related connecting hardware shall be galvanized in accordance with ASTM F 2329.

28
29 **9-28.14(2) Steel Structures and Posts**
30 The first sentence of the third paragraph is revised to read:
31
32 Anchor rods for sign bridge and cantilever sign structure foundations shall conform to
33 Section 9-06.5(4), including Supplemental Requirement S4 tested at -20°F.
34
35 In the second sentence of the fourth paragraph, "AASHTO M232" is revised to read "ASTM
36 F 2329".

37
38 The first sentence of the fifth paragraph is revised to read:
39
40 Except as otherwise noted, steel used for sign structures and posts shall have a
41 controlled silicon content of either 0.00 to 0.06 percent or 0.15 to 0.25 percent.
42
43 The last sentence of the last paragraph is revised to read:
44
45 If such modifications are contemplated, the Contractor shall submit a Type 2 Working
46 Drawing of the proposed modifications.

47

1 9-29.AP9
2 **Section 9-29, Illumination, Signal, Electrical**
3 **January 2, 2018**

4 **9-29.1 Conduit, Innerduct, and Outerduct**

5 This section is supplemented with the following new subsection:
6

7 **9-29.1(10) Pull Tape**

8 Pull tape shall be pre-lubricated polyester pulling tape. The pull tape shall have a
9 minimum width of ½-inch and a minimum tensile strength of 500 pounds. Pull tape may
10 have measurement marks.
11

12 **9-29.2(2)A Standard Duty Cable Vaults and Pull Boxes**

13 In the table in the last paragraph, the fourth, fifth and sixth rows are revised to read:
14

Slip Resistant Lid	ASTM A36 steel
Frame	ASTM A36 steel
Slip Resistant Frame	ASTM A36 steel

15
16 **9-29.6 Light and Signal Standards**

17 In the first sentence of the third paragraph, "AASHTO M232" is revised to read "ASTM F
18 2329".
19

20 Item number 2 of the last paragraph is revised to read:
21

- 22 2. The steel light and signal standard fabricator's shop drawing submittal, including
23 supporting design calculations, submitted as a Type 2E Working Drawing in
24 accordance with Section 8-20.2(1) and the Special Provisions.
25

26 9-34.AP9
27 **Section 9-34, Pavement Marking Material**
28 **January 2, 2018**

29 **9-34.2(2) Color**

30 Each reference to "Federal Standard 595" is revised to read "SAE AMS Standard 595".
31

32 **9-34.2(5) Low VOC Waterborne Paint**

33 The heading "Standard Waterborne Paint" is supplemented with "Type 1 and 2".
34

35 The heading "High-Build Waterborne Paint" is supplemented with "Type 4".
36

37 The heading "Cold Weather Waterborne Paint" is supplemented with "Type 5".
38

39 In the row beginning with "° @90°F", each minimum value is revised to read "60".
40

41 In the row beginning with "Fineness of Grind, (Hegman Scale)", each minimum value is
42 revised to read "3".
43

44 The last four rows are replaced with the following:
45

Vehicle Composition	ASTM D 2621	100% acrylic emulsion	100% cross-linking acrylic ⁴	100% acrylic emulsion
Freeze-Thaw Stability, KU	ASTM D 2243 and D 562	@ 5 cycles show no coagulation or change in viscosity greater than ± 10 KU	@ 5 cycles show no coagulation or change in viscosity greater than ± 10 KU	@ 3 cycles show no coagulation or change in viscosity greater than ± 10 KU
Heat Stability	ASTM D 562 ²	± 10 KU from the initial viscosity	± 10 KU from the initial viscosity	± 10 KU from the initial Viscosity
Low Temperature Film Formation	ASTM D 2805 ³	No Cracks*		No Cracks
Cold Flexibility ⁵	ASTM D522	Pass at 0.5 in mandrel*		
Test Deck Durability ⁶	ASTM D913	$\geq 70\%$ paint retention in wheel track*		
Mud Cracking	(See note 7)	No Cracks	No Cracks	

1
2 After the preceding Amendments are applied, the following new column is inserted after the
3 "Standard Waterborne Paint Type 1 and 2" column:
4

Semi-Durable Waterborne Paint Type 3			
White		Yellow	
Min.	Max.	Min.	Max.
Within ± 0.3 of qualification sample			
80	95	80	95
60		60	
77		77	
	65		65
43		43	
	1.25		1.25
3		3	
0.98		0.96	
88		50	
100°		100°	
9.5		9.5	
	10		10
100% acrylic emulsion			
@ 5 cycles show no coagulation or change in viscosity greater than ± 10 KU			
± 10 KU from the initial viscosity			
No Cracks			
Pass at 0.25 in mandrel			
$\geq 70\%$ paint retention in wheel track			
No Cracks			

5
6 The footnotes are supplemented with the following:
7

8 ⁴Cross-linking acrylic shall meet the requirements of federal specification TT-P-1952F
9 Section 3.1.1.

10 ⁵Cold Flexibility: The paint shall be applied to an aluminum panel at a wet film thickness
11 of 15 mils and allowed to dry under ambient conditions (50 $\pm$ 10% RH and 72 $\pm$ 5 °F) for 24
12 hours. A cylindrical mandrel apparatus (in accordance with ASTM D522 method B) shall
13 be put in a 40°F refrigerator when the paint is drawn down After 24 hours, the
14

1 aluminum panel with dry paint shall be put in the 40°F refrigerator with the mandrel
2 apparatus for 2 hours. After 2 hours, the panel and test apparatus shall be removed and
3 immediately tested to according to ASTM D522 to evaluate cold flexibility. Paint must
4 show no evidence of cracking, chipping or flaking when bent 180 degrees over a
5 mandrel bar of specified diameter.

6
7 ⁶NTPEP test deck, or a test deck conforming to ASTM D713, shall be conducted for a
8 minimum of six months with the following additional requirements: it shall be applied at
9 15 wet mils to a test deck that is located at 40N latitude or higher with at least 10,000
10 ADT and which was applied during the months of September through November.

11
12 ⁷Paint is applied to an approximately 4"x12" aluminum panel using a drawdown bar with
13 a 50 mil gap. The coated panel is allowed to dry under ambient conditions (50±10% RH
14 and 72±5 °F) for 24 hours. Visual evaluation of the dry film shall reveal no cracks.

15 16 **9-34.3 Plastic**

17 In the first sentence of the last paragraph, "Federal Standard 595" is revised to read "SAE
18 AMS Standard 595".

19 20 **9-34.3(2) Type B – Pre-Formed Fused Thermoplastic**

21 In the last two paragraphs, each reference to "Federal Standard 595" is revised to read "SAE
22 AMS Standard 595".

23 24 **9-34.7(1) Requirements**

25 The first paragraph is revised to read:

26
27 Field performance evaluation is required for low VOC solvent-based paint per Section 9-
28 34.2(4), Type A – liquid hot applied thermoplastic per Section 9-34.3(1), Type B –
29 preformed fused thermoplastic per Section 9-34.3(2), Type C – cold applied preformed
30 tape per Section 9-34.3(3), and Type D – liquid applied methyl methacrylate per Section
31 9-34.3(4).

32 The last paragraph is deleted.

33 34 **9-34.7(1)C Auto No-Track Time**

35 The first paragraph is revised to read:

36
37 Auto No-Track Time will only be required for low VOC solvent-based paint in
38 accordance with Section 9-34.2(4).

39
40 The second and third sentences of the second paragraph are deleted.

PART V

SPECIAL PROVISIONS

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21		

INTRODUCTION TO THE SPECIAL PROVISIONS

(February 23, 2016 COA GSP)

The work on this project shall be accomplished in accordance with the City of Arlington Design and Construction Standards and Specifications, dated July 2008; the Standard Specifications for Road, Bridge and Municipal Construction, 2018 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

Several types of Special Provisions are included in this contract; General, APWA, Local, Bridges and Structures, and Project Specific. Special Provisions types are differentiated as follows:

(date)	General Special Provision
(Date APWA GSP)	APWA Special Provision
(Date COA GSP)	Local Special Provision
(*****)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.

General Special Provisions (GSP) are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a "fill-in".

APWA Special Provision are similar to General Special Provisions in that they typically apply to many projects, usually in more than one Region. However, they are modified for Local Agencies to use on smaller projects than WSDOT.

Local Special Provisions are similar to Standard Specifications in that they typically apply to many projects within the City of Arlington. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a "fill-in".

Project Specific Special Provisions normally appear only in the contract for which they were developed.

Also incorporated into the Contract Documents by reference are:

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

- 1 • City of Arlington Design and Construction Standards, July 2008
2
3 Contractor shall obtain copies of these publications, at Contractor's own expense.
4
5

6 **DESCRIPTION OF WORK**
7

8 (*****)

9 Work includes removal of approximately 3,500 SY of existing asphalt in the Merchants Parking
10 lot on Olympic, mid-block between 4th St and 3rd St on the east side, including the alleyway,
11 re-grading to ensure positive drainage, paving and striping. Work shall also include
12 improvements to the existing storm drain system.
13

14 This project does not have FHWA funding or UDBE requirements.
15

16 **Division 1**
17 **General Requirements**
18

19 **Definition and Terms**
20

21 ***Abbreviations***

22 Section 1-01.2 is supplemented with the following:
23
24

25 (April 18, 2011 COA GSP)

26 ADA	Americans with Disabilities Act
27 ADAAG	ADA Accessibility Guidelines
28 AMC	Arlington Municipal Code
29 BCY	Bank Cubic Yards
30 CAPA	Critical Area Protection Area
31 CAPE	Critical Area Protection Easement
32 CATV	Cable Television
33 CB	Catch Basin
34 CDF	Controlled Density Fill
35 CIP	Capital Improvement Program
36 CPE	Corrugated Polyethylene
37 CMP	Corrugated Metal Pipe
38 CSBC	Crushed surfacing base course
39 CSTC	Crushed surfacing top course
40 DCVA	Double Check Valve Assembly
41 DIA	Diameter
42 DOE	Department of Ecology
43 DSHS	Department of Social and Health Services
44 ESAL	Equivalent Single Axle Load
45 HDPE	High Density Polyethylene
46 HECP	Hydraulically Applied Erosion Control Product
47 HMA	Hot Mix Asphalt
48 JMF	Job Mix Formula
49 LCPE	Lined Corrugated Polyethylene
50 MH	Manhole

1	MUTCD	Manual of Uniform Traffic Control Devices
2	NIC	Not in Contract
3	NGPA	Native Growth Protection Area
4	NPDES	National Pollutant Discharge Elimination System
5	NST	National Standard Threads
6	OCI	Overall Condition Index
7	OWWM	Ordinary High Water Mark
8	PC	Point of Curvature
9	PCP	Plain Concrete Pipe
10	PI	Point of Intersection
11	PCC	Portland Cement Concrete
12	PLS	Professional Land Surveyor
13	PROWAAC	Public Rights-of-Way Access Advisory Committee
14	PROWAG	Draft Proposed Right-of-Way Accessibility Guidelines
15	PRV	Pressure Reducing Valve
16	PT	Point of Tangency
17	PVC	Polyvinyl Chloride or Point of Vertical Curvature
18	PVI	Point of Vertical Intersection
19	QPL	Qualified Products List
20	RAM	Request for Approval of Material
21	R/W	Right of Way
22	RCP	Reinforced Concrete Pipe
23	RCW	Revised Code of Washington
24	RPBA	Reduced Pressure Backflow Assembly
25	RPDA	Reduced Pressure Detector Assembly
26	SWPE	Solid Wall Polyethylene
27	SWPPP	Storm Water Pollution Prevention Plan
28	TCY	Truck Cubic Yard
29	TESCP	Temporary Erosion/Sedimentation Control Plan
30	VMD	Vehicle Maneuvering Diagrams
31	VFA	Voids Filled with Asphalt
32	VMA	Voids in Mineral Aggregate
33	WSDOH	Washington State Department of Health
34	WSDOT	Washington State Department of Transportation

Definitions

Section 1-01.3 is supplemented with the following:

(February 23, 2016 COA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

1 **Notice to Proceed Date**

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

3 **Substantial Completion Date**

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

9 **Physical Completion Date**

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

13 **Completion Date**

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

18 **Final Acceptance Date**

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

20
21 Supplement this Section with the following:

22
23 All references in the Standard Specifications, Amendments, or WSDOT General Special
24 Provisions, to the terms "Department of Transportation", "Washington State Transportation
25 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters",
26 and "State Treasurer" shall be revised to read "Contracting Agency".

27
28 All references to the terms "State" or "state" shall be revised to read "Contracting Agency"
29 unless the reference is to an administrative agency of the State of Washington, a State
30 statute or regulation, or the context reasonably indicates otherwise.

31
32 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
33 designated location".

34
35 All references to "final contract voucher certification" shall be interpreted to mean the
36 Contracting Agency form(s) by which final payment is authorized, and final completion and
37 acceptance granted.

38
39 **AASHTO** – The American Association of State and Highway Transportation Officials

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

44
45 **Additive** - A supplemental unit of work or group of bid items, identified separately in
46 the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded
47 in addition to the base bid.

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

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

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.

1	Buffer – The zone contiguous to a critical area as defined in AMC 20.88 that is
2	required for the continued maintenance, function, and/or structural stability of the
3	critical area.
4	
5	Building Official – City of Arlington Building Official or their designee.
6	
7	Business Day - A business day is any day from Monday through Friday except
8	holidays as listed in Section 1-08.5.
9	
10	Channelization – The separation or regulation of conflicting traffic movements into
11	definite paths of travel by the use of pavement markings, raised islands or other
12	suitable means to facilitate the safe and orderly movement of both vehicles and
13	pedestrians.
14	
15	City – The City of Arlington, acting through its legally constituted elected officials,
16	employees or agents.
17	
18	City Attorney – Attorney representing the City of Arlington.
19	
20	City Engineer – Shall refer to the Arlington City Engineer, or their designee, in the
21	context of municipal projects. Shall refer to engineer of record for non-municipal
22	projects.
23	
24	City Inspector – An authorized representative of the Public Works Department
25	performing inspection and testing.
26	
27	City Standards or these Standards – City of Arlington Public Works Design and
28	Construction Standards and Specifications, latest edition.
29	
30	City Standard Details or Standard Details – City of Arlington Standard Detail
31	drawings, latest edition.
32	
33	Clear Zone – The total roadside border area starting at the edge of the traveled way
34	available for use by errant vehicles. This area may consist of a shoulder, a
35	recoverable slope, a non recoverable slope, and/or a clear run-out area.
36	
37	Clearing – The act of destroying, trimming, altering, or removing vegetation by any
38	means.
39	
40	Commercial Development – Includes multi-family residential, and commercial,
41	office or industrial buildings.
42	
43	Community Development Director – City of Arlington Director of the Department
44	of Community Development.
45	
46	Compaction – The densification of fill by mechanical means.
47	
48	Contract Bond - The definition in the Standard Specifications for “Contract Bond”
49	applies to whatever bond form(s) are required by the Contract Documents, which
50	may be a combination of a Payment Bond and a Performance Bond.
51	
52	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.

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.

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

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.

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 – Refer to “Community Development Director”.

Director of Public Works – Refer to “Public Works Director”

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.

Engineering Review – An evaluation by the Public Works Department of a proposed project’s compliance with these standards and other applicable City, State, and Federal regulations, ordinances, and policies.

Erosion – The wearing away of the ground surface as a result of the movement of wind, water, or ice.

Excavation – The removal of earth material by artificial means also referred to as cut.

Filling – Deposition of earth materials by artificial means also referred to as fill.

Final Cleanup – As defined in the WSDOT Standard Specification Section 1-04.11.

Final Inspection – This is the last inspection of the physical infrastructure improvements by the inspector and Public Works Department staff resulting in the list of correction items shown in the final inspection punchlist.

Final Inspection Punchlist – The list prepared by the inspector of missing or defective work that must be completed in accordance with the approved Contract Documents and any revisions to the Contract Documents.

Fire Chief – City of Arlington Fire Chief or their designee.

Geometrics – The physical arrangement of the visible elements of a street such as alignment, grade, curvature, width and side slopes.

Grade – The vertical location of the ground surface.

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.

1 **Inspector** – The City’s authorized representative assigned to make all necessary
2 inspections of work performed, or of materials furnished or being furnished by the
3 Contractor.
4

5 **Landing** – A Street or driveway approach area to any public or private street. Also,
6 this refers to the level area at the back of the sidewalk ramp, typically 4’ wide.
7

8 **Licensed Side Sewer Contractor** - The words “Licensed Side Sewer Contractor”
9 shall mean any person, partnership, corporation or association duly qualified and
10 competent to do work incidental to the construction or repair of side sewer under
11 permits issued under these regulations and who shall have been duly licensed and
12 bonded with the State of Washington and the City.
13

14 **Local Improvement District (LID)** – A method provided by RCW 35.43 by which a
15 group of property owners can share in the cost of transportation or utility system
16 infrastructure improvements. This may involve improving the street, building
17 sidewalks, installing water and sanitary sewer service, and providing a stormwater
18 management system. LIDs may be used to finance new improvements or
19 improvements on existing streets that previously have been accepted for
20 maintenance by the City.
21

22 **Lot** – A physically separate and distinct parcel of property that has been created
23 pursuant to the provisions in the AMC, or pursuant to any previous laws governing
24 the subdivision, short subdivision or segregation of land. For the purposes of these
25 standards, Lot shall be considered the same as Property or Parcel and may be used
26 interchangeably.
27

28 **Low Impact Development** - An innovative ecosystem based approach to land
29 Development and storm water management that results in fewer environmental
30 impacts.
31

32 **Lumen** – The unit of measurement for lighting levels.
33

34 **Luminance** – The reflected light from street lights or other light sources from the
35 pavement surface that is visible to the motorist’s eye.
36

37 **Mainline Extension** – The extension or expansion of the system of water mains,
38 sanitary sewer mains, storm drainage systems, streets, and all related
39 appurtenances to be constructed in whole or in part as required by the conditions of
40 approval.
41

42 **Material or Materials** - These words shall be construed to embrace machinery,
43 manufactured or fabricated articles, and natural substance to be furnished in
44 connection with the Project.
45

46 **Material Certification of Compliance** – An approved list of materials certified by the
47 manufacturer or supplier as meeting the minimum requirements of these standards.
48

49 **Materials Testing Laboratory** – A materials testing laboratory adhering to ASTM
50 and AASHTO accepted standards and all reports shall be stamped and signed by a
51 Professional Engineer.
52

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

5
6 **MUTCD** – Manual on Uniform Traffic Control Devices for Streets and Highways,
7 published by U.S. Department of Transportation Federal Highway Administration,
8 latest edition.

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

14
15 **Notice of Award** - The written notice from the Contracting Agency to the successful
16 Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

17
18 **Notice to Proceed** - The written notice from the Contracting Agency or Engineer to
19 the Contractor authorizing and directing the Contractor to proceed with the Work and
20 establishing the date on which the Contract time begins.

21
22 **Occupant** - The word "Occupant" shall mean any Person or Owner in physical
23 possession of a structure to which Utility Service is available.

24
25 **Owner** – For projects that are administered by the City of Arlington, Owner shall be
26 considered to be the City of Arlington. For projects that are administered by a
27 developer, Owner shall be considered to be the developer.

28
29 **Pavement Widening** – Pavement widening projects are expansion of the street
30 surface for vehicular use and may involve earthwork, drainage and paving elements.
31 These projects are considered alterations of the street and must address ADA
32 accessibility for pedestrians.

33
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.

38
39 **Person or Property Owner** - The words "Person or Owner" shall mean any
40 individual, 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 **Pre-Construction Conference** – Meeting held by the Engineer with the Developer,
45 utilities, contractors and staff to convey information regarding the expectations of the
46 City.

47
48 **Private Sewer** - The words "Private Sewer" shall mean a Sewer, exclusive of Side
49 Sewers, which are neither owned nor operated by the City.

50
51 **Professional Engineer** – A person who, by reason of his or her special knowledge
52 of the mathematical and physical sciences and the principles and methods of

1 engineering analysis and design, acquired by professional education and practical
2 experience, is qualified to practice engineering as defined in RCW 18.43, as attested
3 by his or her legal registration as a Professional Engineer
4

5 **Professional Land Surveyor** – A person who, by reason of his or her special
6 knowledge of the mathematical and physical sciences and principles and practices
7 of land surveying, which is acquired by professional education and practical
8 experience, is qualified to practice land surveying as defined in RCW 18.43, as
9 attested to by his or her legal registration as a Professional Land Surveyor.
10

11 **Profile Grade** – Rate or percentage of change in elevation measured along the
12 centerline of any infrastructure as define herein, either ascending or descending from
13 or along the said Infrastructure.
14

15 **Protected Left-Turn Storage** – The area within an exclusive left-turn lane in which
16 vehicles can be stopped without interfering with the movement of vehicles in adjacent
17 lanes.
18

19 **Public Sewer** - The words “Public Sewer” shall mean a Sewer, exclusive of Side
20 Sewers, owned or operated by the City.
21

22 **Public Street** - Publicly owned facility-providing for the movement of vehicles,
23 bicycles, and pedestrians and/or access to adjacent properties, including the street
24 and all other improvements, within the right-of-way.
25

26 **Public Works** – All work, construction, alteration, repair, or improvement other than
27 ordinary maintenance, executed at the cost of the state or of any municipality, or
28 which is by law a lien or charge on any property therein. All Public Works, including
29 maintenance when performed by contract shall comply with RCW 39.12. Public
30 Works does not include work, construction, alteration, repair, or improvement
31 performed under contracts entered into under RCW 36.102.060(4), or under
32 development agreements entered into under RCW 36.102.060(7), or leases entered
33 into under RCW 36.102.060(8).
34

35 **Public Works Director** – City of Arlington Public Works Director, a representative of
36 the City of Arlington.
37

38 **PUD** – Snohomish County Public Utility District No. 1
39

40 **Record Drawing** – This is the record of all changes to the intended physical product
41 of approved engineering plans, including changes in materials, distances, lengths,
42 locations, elevations, volumes, etc, as well as discovered buried utilities.
43

44 **Residential Local Access Street** – Any public street serving private residences that
45 is not designated as a residential collector arterial or residential collector. Most
46 subdivision streets, for example, are residential streets.
47

48 **Residential Structure** - The words “Residential Structure” shall mean a single family
49 structure or a multiple family structure.
50

51 **Road** – For the purposes of these standards, Road shall be considered the same as
52 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 pipe 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 pipe 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.

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.

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 noncommercial 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.

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.

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 Standard Specifications.

(*****)

Add Alternate – A group of bid items, identified separately in the Bid Proposal, to be included in the total bid for the project. The Contracting Agency may make a choice to remove the improvements from the project if the bid results exceed the budget available.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	1	Furnished only upon request.

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

1 **1-02.4(1) General**
2 *(August 15, 2016 APWA GSP Option A)*

3
4 The first sentence of the last paragraph is revised to read:

5
6 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,
7 must request the explanation or interpretation in writing soon enough to allow a written
8 reply to reach all prospective Bidders before the submission of their Bids.

9
10 **1-02.5 Proposal Forms**
11 *(July 31, 2017 APWA GSP)*

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

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

25
26 The Contracting Agency reserves the right to arrange the proposal forms with alternates
27 and additives, if such be to the advantage of the Contracting Agency. The bidder shall
28 bid on all alternates and additives set forth in the Proposal Form unless otherwise
29 specified.

30
31 **1-02.6 Preparation of Proposal**
32 *(June 20, 2017 APWA GSP)*

33
34 Supplement the second paragraph with the following:

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

39
40 Delete the fourth paragraph and replace it with the following:

41
42 The Bidder shall submit with the Bid a completed Underutilized Disadvantaged Business
43 Enterprise (UDBE) Utilization Certification, when required by the Special Provisions. For
44 each and every UDBE firm listed on the Bidder's completed Underutilized Disadvantaged
45 Business Enterprise Utilization Certification, the Bidder shall submit written confirmation
46 from that UDBE firm that the UDBE is in agreement with the UDBE participation
47 commitment that the Bidder has made in the Bidder's completed Underutilized
48 Disadvantaged Business Enterprise Utilization Certification. WSDOT Form 422-031U
49 (Underutilized Disadvantaged Business Enterprise Written Confirmation Document) is to
50 be used for this purpose. Bidder must submit good faith effort documentation with the
51 Underutilized Disadvantaged Business Enterprise Utilization Certification only in the

1 event the bidder's efforts to solicit sufficient UDBE participation have been unsuccessful.
2 Directions for delivery of the Underutilized Disadvantaged Business Enterprise Written
3 Confirmation Documents and Underutilized Disadvantaged Business Enterprise Good
4 Faith Effort documentation are included in Sections 1-02.9
5

6 Delete the last paragraph, and replace it with the following:
7

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

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

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

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

22 **1-02.7 Bid Deposit**
23 *(March 8, 2013 APWA GSP)*
24

25 Supplement this section with the following:
26

27 Bid bonds shall contain the following:
28

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

39 If so stated in the Contract Provisions, bidder must use the bond form included in the
40 Contract Provisions.
41

42 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.
43

44 **1-02.9 Delivery of Proposal**
45 *(July 31, 2017 APWA GSP, Option A)*
46

47 Delete this section and replace it with the following:
48

49 Each Proposal shall be submitted in a sealed envelope, with the Project Name and
50 Project Number as stated in the Call for Bids clearly marked on the outside of the

envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

If the project has FHWA funding and requires UDBE Written Confirmation Document(s) or Good Faith Effort (GFE) Documentation, then to be considered responsive, the Bidder shall submit Written Confirmation Documentation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification, form 272-056U, as required by Section 1-02.6. The UDBE Written Confirmation Document(s) and/or GFE (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The document(s) shall be received **no later than 24 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with Wage Payment Statutes" document where the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1) (g), as required per Section 1-02.14. The "Certification of Compliance with Wage Payment Statutes" document shall be received either with the Bid Proposal or **no later than 24 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added. All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (UDBE confirmations, GFE documentation, or Certification of Compliance with Wage Payment Statutes) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

1-02.10 Withdrawing, Revising, or Supplementing Proposal (July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

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

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

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or

1 supplemented package in its entirety. If the Bidder does not submit a revised or
2 supplemented package, then its bid shall be considered withdrawn.

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

7
8 **1-02.13 Irregular Proposals**

9 *(June 20, 2017 APWA GSP)*

10
11 Delete this section and replace it with the following:

- 12
13 1. A Proposal will be considered irregular and will be rejected if:
- 14 a. The Bidder is not prequalified when so required;
 - 15 b. The authorized Proposal form furnished by the Contracting Agency is not
16 used or is altered;
 - 17 c. The completed Proposal form contains any unauthorized additions, deletions,
18 alternate Bids, or conditions;
 - 19 d. The Bidder adds provisions reserving the right to reject or accept the award,
20 or enter into the Contract;
 - 21 e. A price per unit cannot be determined from the Bid Proposal;
 - 22 f. The Proposal form is not properly executed;
 - 23 g. The Bidder fails to submit or properly complete a Subcontractor list, if
24 applicable, as required in Section 1-02.6;
 - 25 h. The Bidder fails to submit or properly complete an Underutilized
26 Disadvantaged Business Enterprise Certification, if applicable, as required in
27 Section 1-02.6;
 - 28 i. The Bidder fails to submit written confirmation from each UDBE firm listed on
29 the Bidder's completed UDBE Utilization Certification that they are in
30 agreement with the bidder's UDBE participation commitment, if applicable, as
31 required in Section 1-02.6, or if the written confirmation that is submitted fails
32 to meet the requirements of the Special Provisions;
 - 33 j. The Bidder fails to submit UDBE Good Faith Effort documentation, if
34 applicable, as required in Section 1-02.6, or if the documentation that is
35 submitted fails to demonstrate that a Good Faith Effort to meet the Condition
36 of Award was made;
 - 37 k. The Bid Proposal does not constitute a definite and unqualified offer to meet
38 the material terms of the Bid invitation; or
 - 39 l. More than one Proposal is submitted for the same project from a Bidder
40 under the same or different names.
- 41
42 2. A Proposal may be considered irregular and may be rejected if:
- 43 a. The Proposal does not include a unit price for every Bid item;
 - 44 b. Any of the unit prices are excessively unbalanced (either above or below the
45 amount of a reasonable Bid) to the potential detriment of the Contracting
46 Agency;
 - 47 c. Receipt of Addenda is not acknowledged;
 - 48 d. A member of a joint venture or partnership and the joint venture or
49 partnership submit Proposals for the same project (in such an instance, both
50 Bids may be rejected); or
 - 51 e. If Proposal form entries are not made in ink.
- 52

1 **1-02.14 Disqualification of Bidders**
2 *(July 31, 2017 APWA GSP, Option B, COA Modified)*

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

5
6 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory
7 bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet
8 Supplemental Criteria 1-7 listed in this Section.
9

10 The Contracting Agency will verify that the Bidder meets the mandatory bidder
11 responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence
12 that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as
13 stated later in this Section.
14

15 In addition, the Bidder shall submit to the Contracting Agency a signed "Certification of
16 Compliance with Wage Payment Statutes" document where the Bidder under penalty
17 of perjury verifies that the Bidder is in compliance with responsible bidder criteria in
18 RCW 39.04.350 subsection (1)(g). A form appropriate for "Certification of Compliance
19 with Wage Payment Statutes" will be provided by the Contracting Agency in the Bid
20 Documents. The form provided in the Bid Documents shall be submitted with the Bid
21 as stated in Section 1-02.9.
22

23 1. **Delinquent State Taxes**
24

- 25 A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State
26 Department of Revenue without a payment plan approved by the Department
27 of Revenue.
28
29 B. Documentation: The Bidder shall not be listed on the Washington State
30 Department of Revenue's "Delinquent Taxpayer List" website:
31 <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are
32 so listed, they must submit a written payment plan approved by the
33 Department of Revenue, to the Contracting Agency by the deadline listed
34 below.

35 2. **Federal Debarment**
36

- 37 A. Criterion: The Bidder shall not currently be debarred or suspended by the
38 Federal government.
39
40 B. Documentation: The Bidder shall not be listed as having an "active exclusion"
41 on the U.S. government's "System for Award Management" database
42 (www.sam.gov).
43

44 3. **Subcontractor Responsibility**
45

- 46 A. Criterion: The Bidder's standard subcontract form shall include the
47 subcontractor responsibility language required by RCW 39.06.020, and the
48 Bidder shall have an established procedure which it utilizes to validate the
49 responsibility of each of its subcontractors. The Bidder's subcontract form
50 shall also include a requirement that each of its subcontractors shall have and
51 document a similar procedure to determine whether the sub-tier

subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.

- B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

- A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

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

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

5. **Public Bidding Crime**

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

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

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

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

- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or

terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

7. **Lawsuits**

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

As evidence that the Bidder meets Supplemental Criteria 3-7 stated above, if requested by the Agency, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets supplemental criteria 3-7 together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with Supplemental Criteria 3-7. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

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

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final

determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

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

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

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

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

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

1 **1-03.3 Execution of Contract**

2 *(October 1, 2005 APWA GSP)*

3
4 Revise this section to read:

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

10
11 Within three (3) working days after the award date, the successful bidder shall return the
12 signed Contracting Agency-prepared contract, an insurance certification as required by
13 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before
14 execution of the contract by the Contracting Agency, the successful bidder shall provide
15 any pre-award information the Contracting Agency may require under Section 1-02.15.

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

21
22 If the bidder experiences circumstances beyond their control that prevents return of the
23 contract documents within the calendar days after the award date stated above, the
24 Contracting Agency may grant up to a maximum of two (2) additional calendar days for
25 return of the documents, provided the Contracting Agency deems the circumstances
26 warrant it.

27
28
29 **1-03.4 Contract Bond**

30 *(July 23, 2015 APWA GSP)*

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

33
34 The successful bidder shall provide executed payment and performance bond(s) for the
35 full contract amount. The bond may be a combined payment and performance bond; or
36 be separate payment and performance bonds. In the case of separate payment and
37 performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

- 1 subcontractors, material person, or any other person who provides supplies or
2 provisions for carrying out the work;
- 3 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
4 project under titles 50, 51, and 82 RCW; and
- 5 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the
6 bond; and
- 7 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
8 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by
9 the president or vice president, unless accompanied by written proof of the authority
10 of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution,
11 power of attorney, or a letter to such effect signed by the president or vice president).

12
13 **1-03.7 Judicial Review**
14 *(July 23, 2015 APWA GSP)*

15
16 Revise this section to read:

17
18 Any decision made by the Contracting Agency regarding the Award and execution of the
19 Contract or Bid rejection shall be conclusive subject to the scope of judicial review
20 permitted under Washington Law. Such review, if any, shall be timely filed in the Superior
21 Court of the county where the Contracting Agency headquarters is located, provided that
22 where an action is asserted against a county, RCW 36.01.05 shall control venue and
23 jurisdiction.

24
25 **Scope of the Work**

26
27 *(July 14, 2013 COA GSP)*

28 Revise the second paragraph of Section 1-04.2 to read:

29
30 Any inconsistency in the parts of the contract shall be brought to the attention of the
31 Contracting Agency and resolved by following this order of precedence (e.g., 1 presiding
32 over 2, 2 over 3, 3 over 4, and so forth):

- 33 1. Addenda,
34 2. Proposal Form,
35 3. Special Provisions,
36 4. Contract Plans,
37 5. Contracting Agency's Standard Specifications
38 6. Contracting Agency's Standard Plans or Details
39 7. Amendments to the Standard Specifications,
40 8. Standard Specifications, and
41 9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

42
43 Section 1-04.2 is supplemented with the following:

44
45 If conflicts are discovered between the WSDOT and Contracting Agency's Standard
46 Specifications and Standard Plans, the conflict shall be brought to the attention of the
47 Contracting Agency for final determination. If the Contractor fails to bring the issue to the
48 attention of the Contracting Agency prior to constructing the elements and a correction
49 needs to be made, payment shall only be made for the correctly installed element; all other
50 costs associated with the correction shall be borne by the Contractor.

Changes

Section 1-04.4 is supplemented with the following:

(April 17, 2015 COA GSP)

The Contractor agrees that any change in the Contract Amount or Contract Time provided in this Change Order are full and complete compensation to the Contractor for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Contractor's schedule, and for any equitable adjustment or time extension to which the Contractor may be entitled for this Change Order, pursuant to the Contract between the Owner and Contractor.

Control of Work

(*****)

Section 1-05 is supplemented with the following:

Record Drawings and Other Documents

Description

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

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review, in accordance with Section 1-08 Progress Meetings.

The use of electronic programs, such as Plan Grid, Bluebeam, etc., to record as-built information is acceptable provided that full size, clean looking, marked up plans can be generated in accordance with the other provisions of this section.

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

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

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.

- Changes made by Change Order, Field Order, Construction Change Directive, or RFI.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances and fittings, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc.
- Include pipe invert elevations for all points of connection within a manhole or structure, top of castings (manholes, inlets, etc.).
- Include distance from rim to top of cone section on manholes.
- Franchise utility infrastructure installed or relocated by franchise utility as part of the project.
- Water fittings and appurtenances that deviate from plan shall call out the type of connection, ie FLxFL, MJxFL, etc.

Making Entries on the Record Drawings:

- Use of erasable colored pencil, ink, or electronic markup of pdf file is acceptable for all markings on the Record Drawings. If erasable colored pencil is used, marks shall be made sufficiently dark for reproduction purposes. Marks may be placed in project CAD file if approved by Contracting Agency.
- Markings shall conform to the following color code:
 - o Additions - Red
 - o Deletions - Green
 - o Comments - Blue
- Provide the applicable reference for all entries, such as the change order number, construction change directive (CCD) number, request for information (RFI) number, or the approved shop drawing number.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall sign and certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. Contractor shall sign record drawings.

Submittal to Contracting Agency shall include the following and shall be submitted no later than 45 calendar days from the date of Substantial Completion, or as agreed upon in writing by the Contracting Agency:

- Full size copy of Contractor's marked up plans with Contractor's certification
- Full size electronic color scan in pdf format of Contractor's marked up plans

Any requests to deviate from these requirements shall be approved by Contracting Agency in writing prior to submittal.

1 **Payment**

2
3 Payment will be made for the following bid item:
4

Record (Minimum Bid \$ 2,000)	Drawings	Lump Sum
----------------------------------	----------	----------

5
6 A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor
7 must bid at least that amount.
8

9 Payment for this item will be made on a prorated monthly basis for work completed in
10 accordance with this section up to 50% of the lump sum bid. The final 50% of the lump
11 sum item will be paid upon submittal and approval of the completed Record Drawings set
12 prepared in conformance with these Special Provisions.
13

14 **Inspection of Work and Materials**

15
16 Section 1-05.6 is supplemented with the following:
17

18 (May 9, 2013 COA GSP)

19 The first run of any Contracting Agency tests to assure the Engineer that Work and
20 materials comply with Contract terms, will be at Contracting Agency expense. If test
21 results show noncompliance, then the Contractor shall correct the materials and/or work,
22 and any subsequent tests to measure compliance of the re-work, will be at the
23 Contractor's expense, and costs will be deducted from monies otherwise due to
24 Contractor.
25

26 **1-05.7 Removal of Defective and Unauthorized Work**
27 *(October 1, 2005 APWA GSP)*
28

29 Supplement this section with the following:
30

31 If the Contractor fails to remedy defective or unauthorized work within the time specified
32 in a written notice from the Engineer, or fails to perform any part of the work required by
33 the Contract Documents, the Engineer may correct and remedy such work as may be
34 identified in the written notice, with Contracting Agency forces or by such other means as
35 the Contracting Agency may deem necessary.
36

37 If the Contractor fails to comply with a written order to remedy what the Engineer
38 determines to be an emergency situation, the Engineer may have the defective and
39 unauthorized work corrected immediately, have the rejected work removed and replaced,
40 or have work the Contractor refuses to perform completed by using Contracting Agency or
41 other forces. An emergency situation is any situation when, in the opinion of the Engineer,
42 a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or
43 damage to the public.
44

45 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
46 remedying defective or unauthorized work, or work the Contractor failed or refused to
47 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
48 monies due, or to become due, the Contractor. Such direct and indirect costs shall include
49 in particular, but without limitation, compensation for additional professional services

required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing (October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

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

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

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy

1 the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without
2 interruption until physical completion of the listed deficiencies. This process will continue
3 until the Engineer is satisfied the listed deficiencies have been 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 the
10 performance of the work attributable to the exercise of the Engineer's right hereunder.
11

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

18 **1-05.11(3) Operational Testing**

19
20 It is the intent of the Contracting Agency to have at the Physical Completion Date a
21 complete and operable system. Therefore when the work involves the installation of
22 machinery or other mechanical equipment; street lighting, electrical distribution or signal
23 systems; irrigation systems; buildings; or other similar work it may be desirable for the
24 Engineer to have the Contractor operate and test the work for a period of time after final
25 inspection but prior to the physical completion date. Whenever items of work are listed in
26 the Contract Provisions for operational testing they shall be fully tested under operating
27 conditions for the time period specified to ensure their acceptability prior to the Physical
28 Completion Date. During and following the test period, the Contractor shall correct any
29 items of workmanship, materials, or equipment which prove faulty, or that are not in first
30 class operating condition. Equipment, electrical controls, meters, or other devices and
31 equipment to be tested during this period shall be tested under the observation of the
32 Engineer, so that the Engineer may determine their suitability for the purpose for which
33 they were installed. The Physical Completion Date cannot be established until testing and
34 corrections have been completed to the satisfaction of the Engineer.
35

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

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

44 Add the following new section:

45 **1-05.12(1) One-Year Guarantee Period**

46 *(March 8, 2013 APWA GSP, may not be used on FHWA funded projects)*
47
48

49 The Contractor shall return to the project and repair or replace all defects in
50 workmanship and material discovered within one year after Final Acceptance of the
51 Work. The Contractor shall start work to remedy any such defects within 7 calendar
52 days of receiving Contracting Agency's written notice of a defect, and shall complete

1 such work within the time stated in the Contracting Agency's notice. In case of an
2 emergency, where damage may result from delay or where loss of services may
3 result, such corrections may be made by the Contracting Agency's own forces or
4 another contractor, in which case the cost of corrections shall be paid by the
5 Contractor. In the event the Contractor does not accomplish corrections within the
6 time specified, the work will be otherwise accomplished and the cost of same shall be
7 paid by the Contractor.

8
9 When corrections of defects are made, the Contractor shall then be responsible for
10 correcting all defects in workmanship and materials in the corrected work for one year
11 after acceptance of the corrections by Contracting Agency.

12
13 This guarantee is supplemental to and does not limit or affect the requirements that
14 the Contractor's work comply with the requirements of the Contract or any other legal
15 rights or remedies of the Contracting Agency.

16
17 **1-05.13 Superintendents, Labor and Equipment of Contractor**
18 *(August 14, 2013 APWA GSP)*

19
20 Delete the sixth and seventh paragraphs of this section.

21
22 Section 1-05.13 is supplemented with the following:

23
24 *(March 12, 2015 COA GSP)*

25 Prior to start of construction, the Contractor shall submit the name and qualifications of
26 the Superintendent to the City for review and approval. The City reserves the right to
27 require the Contractor to provide an alternate Superintendent.

28
29 **Cooperation With Other Contractors**

30
31 Section 1-05.14 is supplemented with the following:

32
33 *(March 13, 1995)*

34 ***Other Contracts Or Other Work***

35 It is anticipated that the following work adjacent to or within the limits of this project will
36 be performed by others during the course of this project and will require coordination of
37 the work:

38
39 WSDOT Paving Project – asphalt pavement overlay of SR 530 between I-5 and SR-
40 9, extending east to West Ave. Paving activities within the project limits are
41 anticipated to occur on W Division St between SR9 and West Ave. WSDOT paving
42 window opens on April 1st. Communication with WSDOT Project Office is required to
43 prevent schedule and construction conflicts. Water main within these limits shall be
44 installed and trench patched prior to WSDOT's paving.

45
46 **Method of Serving Notices**

47
48 Replace Section 1-05.15 in its entirety with the following:

49
50 *(March 13, 2012 COA GSP)*

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

- In person
- Postal mail
- Courier
- Express mail
- Fax
- Email
- Other electronic methods as approved by Project Engineer

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

Add the following new section:

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

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

Control of Material

Approval of Materials Prior to Use

Add the following new section to Section 1-06.1:

(May 9, 2013 COA GSP)

Materials Furnished by Owner

Contractor shall receive, inspect, and accept all Owner-furnished items of material subject only to latent defects. Claim by Contractor to Owner shall be made in writing within 7 calendar days after discovery of any latent defect. Such Contractor claims shall be limited to the cost of and labor for replacement of any such damaged item, and for a time extension if replacement delays the critical path. If Buy American provisions are included in the contract, all applicable materials supplied by the Owner shall comply with Buy American.

1-06.6 Recycled Materials
(January 4, 2016 APWA GSP, modified by COA)

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

The Contractor shall make their best effort to utilize recycled materials in the construction of the project, but it is not required. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled

1 glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material
2 and aggregates from concrete returned to the supplier). The Contractor's report shall be
3 provided on DOT form 350-075 Recycled Materials Reporting.
4

5 **Legal Relations and Responsibilities to the Public**

6

7 Section 1-07 is supplemented with the following:
8

9 (May 9, 2013 COA GSP)

10 **Ownership of Documents**

11

12 On payment to the Contractor by the City of all compensation due under this Agreement all
13 finished or unfinished documents and material prepared by the Contractor with funds provided
14 by this Agreement shall become the property of the City and if not already required to be
15 submitted earlier, shall be forwarded to the City at its request.
16

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

18 *(October 1, 2005 APWA GSP)*
19

20 Supplement this section with the following:
21

22 In cases of conflict between different safety regulations, the more stringent regulation shall
23 apply.
24

25 The Washington State Department of Labor and Industries shall be the sole and
26 paramount administrative agency responsible for the administration of the provisions of
27 the Washington Industrial Safety and Health Act of 1973 (WISHA).
28

29 The Contractor shall maintain at the project site office, or other well known place at the
30 project site, all articles necessary for providing first aid to the injured. The Contractor shall
31 establish, publish, and make known to all employees, procedures for ensuring immediate
32 removal to a hospital, or doctor's care, persons, including employees, who may have been
33 injured on the project site. Employees should not be permitted to work on the project site
34 before the Contractor has established and made known procedures for removal of injured
35 persons to a hospital or a doctor's care.
36

37 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of
38 the Contractor's plant, appliances, and methods, and for any damage or injury resulting
39 from their failure, or improper maintenance, use, or operation. The Contractor shall be
40 solely and completely responsible for the conditions of the project site, including safety for
41 all persons and property in the performance of the work. This requirement shall apply
42 continuously, and not be limited to normal working hours. The required or implied duty of
43 the Engineer to conduct construction review of the Contractor's performance does not, and
44 shall not, be intended to include review and adequacy of the Contractor's safety measures
45 in, on, or near the project site.
46
47

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

13
14 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
15 amounts. In some cases, however, state retail sales tax will not be included. Section 1-
16 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 street
32 or road drainage system and power lines when such are part of the roadway lighting
33 system. For work performed in such cases, the Contractor shall include Washington State
34 Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including
35 those that the Contractor pays on the purchase of the materials, equipment, or supplies
36 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 limited
42 to, the construction of streets, roads, highways, etc., owned by the state of Washington;
43 water mains and their appurtenances; sanitary sewers and sewage disposal systems
44 unless such sewers and disposal systems are within, and a part of, a street or road
45 drainage system; telephone, telegraph, electrical power distribution lines, or other conduits
46 or lines in or above streets or roads, unless such power lines become a part of a street or
47 road lighting system; and installing or attaching of any article of tangible personal property
48 in or to real property, whether or not such personal property becomes a part of the realty
49 by virtue of installation.

50
51 For work performed in such cases, the Contractor shall collect from the Contracting
52 Agency, retail sales tax on the full contract price. The Contracting Agency will

1 automatically add this sales tax to each payment to the Contractor. For this reason, the
2 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other
3 contract amount subject to Rule 170, with the following exception.

4
5 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
6 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
7 consumable supplies not integrated into the project. Such sales taxes shall be included in
8 the unit bid item prices or in any other contract amount.
9

10 **1-07.2(3) Services**

11
12 The Contractor shall not collect retail sales tax from the Contracting Agency on any
13 contract wholly for professional or other services (as defined in Washington State
14 Department of Revenue Rules 138 and 244).
15

16 **Load Limits**

17
18 Section 1-07.7 is supplemented with the following:

19
20 (May 9, 2013 COA GSP)

21 If the sources of materials provided by the Contractor necessitates hauling over roads
22 other than streets within the City of Arlington, the Contractor shall, at the Contractor's
23 expense, make all arrangements for the use of the haul routes.
24

25 **Responsibility for Damage**

26
27 (August 4, 2012 COA GSP)

28 Section 1-07.14, paragraphs three through five are deleted and replaced with the following:
29

30 ***Hold Harmless and Indemnification***

31
32 Contractor shall defend, indemnify and hold the City, its officers, officials, employees and
33 volunteers harmless from any and all claims, injuries, damages, losses or suits including
34 attorney fees, arising out of or resulting from the acts, errors or omissions of the
35 Contractor in performance of this Agreement, except for injuries and damages caused by
36 the negligence of the City.
37

38 Should a court of competent jurisdiction determine that this Agreement is subject to RCW
39 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons
40 or damages to property caused by or resulting from the concurrent negligence of the
41 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's
42 liability, including the duty and cost to defend, hereunder shall be only to the extent of the
43 Contractor's negligence. It is further specifically and expressly understood that the
44 indemnification provided herein constitutes the Contractor's waiver of immunity under
45 Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This
46 waiver has been mutually negotiated by the parties. The provisions of this section shall
47 survive the expiration or termination of this Agreement.
48
49
50
51

1 **Protection and Restoration of Property**

2
3 ***Vegetation Protection and Restoration***

4
5 Section 1-07.16(2) is supplemented with the following:

6
7 (August 2, 2010)

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

10
11 Vegetation and soil protection zones for shrubs shall extend out from the stems at
12 ground level to twice the radius of the shrub.

13
14 Vegetation and soil protection zones for herbaceous vegetation shall extend to
15 encompass the diameter of the plant as measured from the outer edge of the plant.

16
17
18 **Utilities and Similar Facilities**

19
20 Section 1-07.17 is supplemented with the following:

21
22 (March 10, 2015 COA GSP)

23 ***Utility Construction, Removal, or Relocation Coordination***

24
25 Locations and dimensions shown in the Plans for existing facilities are in accordance with
26 available information obtained without uncovering, measuring, or other verification.

27
28 Public and private utilities, or their Contractors, will furnish all work necessary to adjust,
29 relocate, replace, or construct their facilities unless otherwise provided for in the Plans or
30 these Special Provisions. Such adjustment, relocation, replacement, or construction will
31 be done during the prosecution of the work for this project. Resetting existing structures
32 to grade shall be performed by the Project Contractor.

33
34 The Contractor shall attend a mandatory utility preconstruction meeting with the City
35 Engineer, all affected subcontractors, and all utility owners and their contractors prior to
36 beginning onsite work.

37
38 The Contractor shall call the Utility Location Request Center (One Call Center) for field
39 location, not less than two and no more than ten business days before the scheduled date
40 for commencement of excavation which may affect underground utilities, unless
41 otherwise agreed upon by the parties involved. If no one-number locator service is
42 available, notice shall be provided individually to those owners known or suspected of
43 having underground facilities within the area of proposed excavation.

44
45 The One Call Center phone number is:

46
47 **Call Before You Dig**
48 **811**

49
50 The following addresses and telephone numbers of utility companies or their Contractors
51 that will be adjusting, relocating, replacing or constructing utilities within the project limits
52 are supplied for the Contractor's convenience:

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 1520 S 2 nd St Mount Vernon, WA 98273 Contact: Ted McCammant 360-708-4689 cel
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: John Warrick 425.263-5328 office 425.757-1794 cel
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

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

2
3 Delete this section in its entirety, and replace it with the following:

4
5 **1-07.18 Insurance**

6 *(January 4, 2016 APWA GSP)*

7
8 **1-07.18(1) General Requirements**

- 9 A. The Contractor shall procure and maintain the insurance described in all subsections of
10 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating
11 of not less than A-: VII and licensed to do business in the State of Washington. The
12 Contracting Agency reserves the right to approve or reject the insurance provided, based
13 on the insurer's financial condition.
- 14
15 B. The Contractor shall keep this insurance in force without interruption from the
16 commencement of the Contractor's Work through the term of the Contract and for thirty
17 (30) days after the Physical Completion date, unless otherwise indicated below.
- 18
19 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all
20 subsequent renewals, shall be no later than the effective date of this Contract. The policy
21 shall state that coverage is claims made, and state the retroactive date. Claims-made
22 form coverage shall be maintained by the Contractor for a minimum of 36 months following
23 the Completion Date or earlier termination of this Contract, and the Contractor shall
24 annually provide the Contracting Agency with proof of renewal. If renewal of the claims
25 made form of coverage becomes unavailable, or economically prohibitive, the Contractor
26 shall purchase an extended reporting period ("tail") or execute another form of guarantee
27 acceptable to the Contracting Agency to assure financial responsibility for liability for
28 services performed.
- 29
30 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or
31 Umbrella Liability insurance policies shall be primary and non-contributory insurance as
32 respects the Contracting Agency's insurance, self-insurance, or self-insured pool
33 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the
34 Contracting Agency shall be excess of the Contractor's insurance and shall not contribute
35 with it.
- 36
37 E. The Contractor shall provide the Contracting Agency and all additional insureds with
38 written notice of any policy cancellation, within two business days of their receipt of such
39 notice.
- 40
41 F. The Contractor shall not begin work under the Contract until the required insurance has
42 been obtained and approved by the Contracting Agency
- 43
44 G. Failure on the part of the Contractor to maintain the insurance as required shall constitute
45 a material breach of contract, upon which the Contracting Agency may, after giving five
46 business days' notice to the Contractor to correct the breach, immediately terminate the
47 Contract or, at its discretion, procure or renew such insurance and pay any and all
48 premiums in connection therewith, with any sums so expended to be repaid to the
49 Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset
50 against funds due the Contractor from the Contracting Agency.
- 51

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

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

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.

4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

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

1-07.18(5) Coverages and Limits

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

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 or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
-------------	-------------------------------------

1-07.18(5)C Workers' Compensation

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

3
4 **1-07.18(5)D Excess or Umbrella Liability**
5 *(January 4, 2016 APWA GSP)*
6

7 The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than
8 \$1 million each occurrence and annual aggregate. This excess or umbrella liability coverage
9 shall be excess over and as least as broad in coverage as the Contractor's Commercial
10 General and Auto Liability insurance

11
12 All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional
13 insureds on the Contractor's Excess or Umbrella Liability insurance policy.

14
15 This requirement may be satisfied instead through the Contractor's primary Commercial
16 General and Automobile Liability coverages, or any combination thereof that achieves the
17 overall required limits of insurance.
18

19 **Public Convenience and Safety**
20

21 **1-07.23(1) Construction Under Traffic**
22 *(May 2, 2017 APWA GSP)*
23

24 Revise the third sentence of the second paragraph to read:
25

26 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if
27 approved by the Contracting Agency activating pedestrian recall timing or other
28 accommodation may be allowed during construction.
29

30 Section 1-07.23(1) is supplemented with the following:
31

32 **(January 2, 2012 COA GSP)**

33 **Work Zone Clear Zone**

34 The Work Zone Clear Zone (WZCZ) applies during working and nonworking
35 hours. The WZCZ applies only to temporary roadside objects introduced by the
36 Contractor's operations and does not apply to preexisting conditions or
37 permanent Work. Those work operations that are actively in progress shall be in
38 accordance with adopted and approved Traffic Control Plans, and other contract
39 requirements.
40

41 During nonworking hours equipment or materials shall not be within the WZCZ
42 unless they are protected by permanent guardrail or temporary concrete barrier.
43 The use of temporary concrete barrier shall be permitted only if the Engineer
44 approves the installation and location.
45

46 During actual hours of work, unless protected as described above, only
47 materials absolutely necessary to construction shall be within the WZCZ and
48 only construction vehicles absolutely necessary to construction shall be allowed
49 within the WZCZ or allowed to stop or park on the shoulder of the roadway.
50

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

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

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

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

Minimum Work Zone Clear Zone Distance

(January 5, 2015 COA GSP)

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

Lane closures are not allowed on any of the following:

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. The day prior to a holiday or holiday weekend, and
4. Before 10 AM on the day after the holiday or holiday weekend.

1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

Delete this section 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.

1 Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's
2 attention by a duly issued Addendum.

3
4 Whenever any of the work is accomplished on or through property other than public Right
5 of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement
6 agreement obtained by the Contracting Agency from the owner of the private property.
7 Copies of the easement agreements may be included in the Contract Provisions or made
8 available to the Contractor as soon as practical after they have been obtained by the
9 Engineer.

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

19
20 Each property owner shall be given 48 hours notice prior to entry by the Contractor. This
21 includes entry onto easements and private property where private improvements must be
22 adjusted.

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

37 38 **Prosecution and Progress**

39
40 Section 1-08 is supplemented with the following:

41
42 (April 22, 2015 COA GSP)

43 **Preconstruction Conference**

44
45 Prior to the Notice to Proceed, or as directed by the City, a preconstruction conference will be
46 held between the Contractor, the City, and such other interested parties as may be invited.
47 The purpose of the preconstruction conference will be:

- 48 1. To review the initial progress schedule;
- 49 2. To establish a working understanding among the various parties associated or affected
50 by the work;
- 51 3. To establish and review procedures for progress payment, notifications, approvals,
52 submittals, etc.;

- 1 4. To establish normal working hours for the work;
- 2 5. To review safety standards, traffic control; and Inadvertent Discovery Plan
- 3 6. To discuss such other related items as may be pertinent to the work.
- 4

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

- 7 1. Schedule of work
- 8 2. Schedule of Values for Lump Sum bid items
- 9 3. Material submittals, unless submitted prior to meeting
- 10 4. All other submittals required by the Contract Documents

11
12 At a minimum, the Contractor's Project Manager, Superintendent, and Foreman shall attend
13 the Preconstruction Conference. The City shall notify the Contractor of any additional
14 attendees that will be required to attend as necessary.

15
16 Section 1-08 is supplemented with the following:

17
18 (June 8, 2013 COA GSP)

19 **Hours of Work**

20
21 Except in the case of emergency or unless otherwise approved by the City, per AMC
22 11.01.120, the normal hours for construction and development activity, or operation of any
23 heavy equipment shall be between 7:00 am and 7:00 pm, Monday through Friday. Saturday
24 work can be requested by the Contractor, however, approval depends on City staff availability
25 and conditions stated below.

26
27 No construction is allowed on Sunday or the following City recognized holidays.

28
29 New Years Day
30 Presidents Day
31 Independence Day
32 Veterans Day
33 Martin Luther King birthday recognition
34 Memorial Day
35 Labor Day
36 Thanksgiving and the Friday after
37 Christmas Day
38

39 Construction under this contract will occur within the center of the downtown business district
40 and in a highly trafficked parking area. Contractor shall coordinate with the City and local
41 businesses to schedule and perform the Work during days and times that will minimize the
42 impacts to local business and downtown parking.

43
44 If a Contractor desires to perform work outside of hours stated above, the Contractor shall
45 apply in writing to the Engineer for permission to work such times. Permission to work outside
46 of hours stated above may require the Contractor to reimburse the Contracting Agency for the
47 costs in excess of standard pay for Contracting Agency employees who worked during such
48 times.

49
50 Approval to continue work during nonstandard hours may be revoked at any time the
51 Contractor exceeds the Contracting Agency's noise control regulations or complaints are
52 received from the public or adjoining property owners regarding the noise from the

Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Section 1-08 is supplemented with the following:

(May 8, 2013 COA GSP)

Progress Meetings

As directed by the City, regular progress meetings will be held between the Contractor, the City, and such other interested parties as may be invited. The purpose of the progress meetings will be:

7. To review the progress schedule
8. To establish a working understanding among the various parties associated or affected by the work
9. To review traffic controls and utility shutdowns
10. To establish and review progress payments, notifications, approvals, submittals, etc.
11. To review safety standards and traffic control
12. To review documentation of record plans, in accordance with Section 1-05 Record Drawings.
13. To discuss such other related items as may be pertinent to the work.

Unless otherwise approved by the City, the Contractor shall prepare and submit at the progress meetings the following:

1. Three week look-ahead Schedule of work, which includes the previous week activities and activities for two weeks beyond the current Progress Meeting.
2. Be prepared to discuss technical aspects of construction.
3. All other submittals required by the Contract Documents

At a minimum, the Contractor's Project Manager and Superintendent or Foreman shall attend the progress meetings. The City shall notify the Contractor of any additional attendees that will be required to attend as necessary.

Unless otherwise directed by the City, Progress Meetings shall be held on a weekly basis at a location specified by the City.

Prosecution of Work

(January 22, 2011 COA GSP)

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

(*****)

Section 1-08.4 is supplemented with the following:

Special Schedule Limitations

Work on Division St, between SR 9 and West Ave, shall be completed first due to the WSDOT Paving Project in this vicinity. The water main shall be installed and trench patch completed prior to WSDOT's paving. WSDOT paving window opens on April 1st. Communication with WSDOT Project Office is required to prevent schedule and construction conflicts.

1 If water main improvements and pavement preservation are proposed on the same street,
2 then the water main improvements shall be completed first.

3
4 The length of water main trench excavated in advance of the pipe laying operation shall be
5 kept to a minimum, and in no case shall it exceed three hundred (300) feet, unless specifically
6 authorized by the Engineer.

7 8 **Time for Completion**

9
10 (*****)

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

12
13 Contract time shall begin on the first working day following the 7th calendar day after the
14 date the Contracting Agency executes the Contract. If Contractor starts Work on the
15 project at an earlier approved date, then Contract time shall begin on the first working day
16 when on-site Work begins. Construction work shall not begin until Notice to Proceed is
17 issued by the City and all requested submittals have been reviewed and approved by the
18 City. Mobilization may occur prior to Notice to Proceed, pending approval by the
19 Engineer. After receipt of the Notice to Proceed, if the Contractor starts work on the
20 project earlier than the contract time stated above, then contract time shall begin on the
21 first working day when onsite work begins.

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

39
40 Revise the sixth paragraph to read:

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

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

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

8

9

10 Section 1-08.5 is supplemented with the following:

11

12 (*****)

13 This project shall be physically completed within 20 working days.

14

15 **Extensions of Time**

16

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

18

19 (January 20, 2012 COA GSP)

20 The NOAA weather gauge located at the City of Arlington Wastewater Treatment Plant shall

21 be the official rain gauge used to determine level of rainfall within the project area.

22

23 Liquidated Damages

24 Section 1-08.9 is supplemented with the following:

25

26 (*****)

27 In Section 1-08.9, replace Item 1 and 2 with the following:

- 28
- 29 1. To pay liquidated damages for each working day beyond the number of working days
 - 30 beyond the number of working days established in Section 1-08.5.
 - 31 2. Liquidated damages shall be assessed at the rate of \$1,000 per working day.
- 32

33 **Termination of Contract**

34

35 ***Termination for Default***

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

37

38 (February 17, 2011 COA GSP)

39 If total expenses and damages exceed the unpaid balance, the Contactor and the Surety

40 shall be jointly and severally liable to the Contracting Agency and shall pay the difference

41 to the Contracting Agency on demand.

42

43 **Measurement and Payment**

44

45 **1-09.2(1) General Requirements for Weighing Equipment**

46 *(July 23, 2015 APWA GSP, Option 2)*

47

48 Revise item 4 of the fifth paragraph to read:

49

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

1-09.2(5) Measurement
(May 2, 2017 APWA GSP)

Revise the first paragraph to read:

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

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

Supplement this section with the following:

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

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

Delete the first four paragraphs and replace them with the following:

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

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

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

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the

work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

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

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

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

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

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

Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction *(July 23, 2015 APWA GSP)*

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1 **Claims Resolution**

2
3 **1-09.13(3) Claims \$250,000 or Less**
4 *(October 1, 2005 APWA GSP)*

5
6 Delete this section and replace it with the following:

7
8 The Contractor and the Contracting Agency mutually agree that those claims that total
9 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by
10 nonbinding ADR processes, shall be resolved through litigation unless the parties mutually
11 agree in writing to resolve the claim through binding arbitration.

12
13 **1-09.13(3)A Administration of Arbitration**
14 *(July 23, 2015 APWA GSP)*

15
16 Revise the third paragraph to read:

17
18 The Contracting Agency and the Contractor mutually agree to be bound by the decision of
19 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in
20 the Superior Court of the county in which the Contracting Agency's headquarters is
21 located, provided that where claims subject to arbitration are asserted against a county,
22 RCW 36.01.05 shall control venue and jurisdiction of the Superior Court. The decision of
23 the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall
24 use the Contract as a basis for decisions.

25
26 **Temporary Traffic Control**

27
28 **Traffic Control Management**

29
30 ***General***

31
32 Section 1-10.2(1) is supplemented with the following:

33
34 (January 8, 2016)

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

38 The Northwest Laborers-Employers Training Trust
39 27055 Ohio Ave.
40 Kingston, WA 98346
41 (360) 297-3035

42
43 Evergreen Safety Council
44 12545 135th Ave. NE
45 Kirkland, WA 98034-8709
46 1-800-521-0778 or
47 (425) 814-3930

48
49 The American Traffic Safety Services Association
50 15 Riverside Parkway, Suite 100
51 Fredericksburg, Virginia 22406-1022

Traffic Control Plans

Section 1-10.2(2) is supplemented with the following:

(March 29, 2011 COA GSP)

The Contractor shall submit a Traffic Control Plan to the City for approval prior to construction. Notice to proceed will not be granted by the City until traffic control plan is approved.

(*****)

The Contractor shall submit site specific Traffic Control Plans to WSDOT for work occurring within WSDOT right-of-way and where traffic control devices are located within WSDOT right-of-way. Notice to proceed will not be granted by the City until the traffic control plans are approved by WSDOT.

(May 6, 2016 COA GSP)

Pedestrian Control and Protection

If no alternative is proposed within the Plans, all existing pedestrian routes and access points within the project limits, including trails, sidewalks, shoulders that are used as sidewalks, and crosswalks, shall remain open and clear at all times. The Contractor may propose Traffic Control Plans (TCP's) that comply with the MUTCD, ADA requirements, and these Specifications. Contractor proposed TCP's detailing the alternative accessible pedestrian route shall be approved by the Engineer prior to implementation. The plans will either be returned for correction, approved as noted, or approved for use by the end of a 7-day review period. Each time the plan is returned for correction, an additional 7-day review period may be necessary.

When the Engineer allows work areas to encroach upon a sidewalk, shoulder that is used as a sidewalk or crosswalk area, and minimum clear width of 48-inches (sidewalk) or 72-inches (trail) cannot be maintained for pedestrian use, an alternative accessible pedestrian route shall be provided. Separation of pedestrians from the work area and vehicular traffic is required.

Protective barricades, fencing, and bridges, together with warning and guidance devices and signs, shall be utilized so that the passageway for pedestrians is safe, well defined and accessible. Whenever pedestrian walkways are provided across excavations, they shall be provided with suitable handrails. Foot bridges shall be safe, strong, and free of bounce and sway, have a slip resistant coating, and be free of cracks, holes and irregularities that could cause tripping. Ramps, with a maximum slope of 8.3% shall be provided at the entrance and exit of all raised footbridges. The maximum cross slope shall be 2.0%. When the existing facility is illuminated or TCP's requires illumination, illumination shall be provided during the hours of darkness. Retroreflective delineation shall be provided during the hours of darkness.

Where accessible pedestrian routes are allowed to be closed by the Engineer during construction, an alternate accessible pedestrian route shall be provided that complies with the MUTCD, ADA requirements and these Specifications. The alternate accessible pedestrian route shall not have abrupt changes in grade or

1 terrain. Barriers and channelizing devices shall be detectable to pedestrians who
2 have visual disabilities. Where it is necessary to divert pedestrians into the roadway,
3 barricading or channelizing devices shall be provided to separate the pedestrian
4 route from the adjacent vehicular traffic lane. Barricading or channelizing devices
5 used to separate pedestrian and vehicular traffic shall be crashworthy and, when
6 struck by vehicles, present a minimum threat to pedestrians, workers, and occupants
7 of impacting vehicles. At no time shall pedestrians be diverted into a portion of the
8 street used concurrently by moving vehicular traffic.
9

10 In addition, the Traffic Control Plan shall address the following:

- 11
- 12 • All pedestrians, including persons with disabilities, shall be provided with a
- 13 safe and accessible route.
- 14 • The width of the existing pedestrian sidewalk facility shall be maintained if
- 15 possible. When it is not possible to maintain a minimum width of 60-inches
- 16 throughout the entire length of the pedestrian route, a minimum of 48-inches
- 17 shall be provided with 60-inch x 60-inch passing zones spaced at maximum
- 18 intervals of 200 feet to allow individuals in wheelchairs to pass. Pedestrian
- 19 facilities used for Centennial Trail routes should maintain a minimum width of
- 20 72-inches throughout the entire length of the pedestrian trail route.
- 21 • Traffic control devices and other construction materials and features shall not
- 22 intrude into the usable width of the sidewalk, alternate accessible pedestrian
- 23 route, or other pedestrian facility.
- 24 • Signs and other devices mounted lower than 84-inches above the temporary
- 25 accessible pedestrian route shall not project more than 4-inches into the
- 26 accessible pedestrian route.
- 27 • A smooth, continuous hard surface shall be provided throughout the entire
- 28 length and width of the pedestrian route throughout construction. There shall
- 29 be no curbs or vertical elevation changes greater than ½-inch in grade or
- 30 terrain that could cause tripping or be a barrier to wheelchair use. Vertical
- 31 elevation differences between ¼-inch and ½-inch shall be beveled at a
- 32 maximum 2:1 slope.
- 33 • When channelization is used to delineate a pedestrian pathway, a continuous
- 34 detectable edging shall be provided throughout the length of the facility such
- 35 that pedestrians using a cane can follow it. Edging shall protrude at least 6-
- 36 inches above the surface of the sidewalk or pathway with the bottom of the
- 37 edging a maximum of 2-1/2 inches above the surface.
- 38 • Temporary ramps shall be provided when an alternate accessible pedestrian
- 39 route crosses a curb and no permanent curb ramps are in place. The width
- 40 of the curb ramps shall be a minimum of 48-inches and the maximum slope
- 41 shall be 8.3%. The maximum cross slope shall be 2.0%. The bottom of the
- 42 curb ramp shall be flush with the Roadway. Temporary detectable warning
- 43 mats shall be installed at street crossings.
- 44 • When possible, an alternate accessible pedestrian route shall be provided on
- 45 the same side of the street as the disrupted route. When it is not possible, the
- 46 alternate route shall be clearly identified at the nearest intersection crossing
- 47 prior to the closure area.
- 48 • Information regarding closed pedestrian routes, alternate crossings, and sign
- 49 and signal information shall be communicated to pedestrians with visual
- 50 disabilities by providing devices such as audible information devices,
- 51 accessible pedestrian signals, or barriers and channelizing devices that are

- 1 detectable to the pedestrians traveling with the aid of a cane or who have low
2 vision.
- 3 • It is desirable that pedestrians cross to the opposite side of the roadway at
4 intersections rather than mid-block. Appropriate signing shall be placed at the
5 intersections prior to any pedestrian route closure.
 - 6 • At locations where adjacent alternate walkways cannot be provided,
7 appropriate signs shall be posted at the limits of construction and in advance
8 of the closure at the nearest crosswalk or intersection, to divert pedestrians
9 across the street. Physical barricades shall be installed to prevent visually
10 impaired people from inadvertently entering a closed area.

11

12 **Measurement**

13

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

15

16 (August 2, 2004)

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

19

20

1 **Division 2**

2 **Earthwork**

3
4 **Removal of Structures and Obstructions**

5
6 **Description**

7
8 Section 2-02.1 is supplemented with the following:

9
10 (March 13, 1995)

11 ***This work shall include removal of any structure or obstruction not identified in a
12 separate bid item***

13
14 **Construction Requirements**

15
16 Section 2-02.3 is supplemented with the following:

17
18 (April 22, 2015 COA GSP)

19 **Asbestos Handling and Disposal**

20
21 Prior to performance of any contract work, and in accordance with WAC 173-400-075, the
22 Contractor shall obtain all permits from, and provide notification to, the Washington State
23 Department of Labor and Industries, the U.S. EPA, the local air pollution control agency,
24 and other permitting and regulatory agencies with jurisdiction over the work involving
25 asbestos as the law requires. Handling and removal of asbestos shall be accomplished
26 by certified workers only as required by WAC 296-62, WAC 296-65-030. Disposal of
27 asbestos shall meet the requirements of EPA regulation 40 CFR Part 61, Sections 61-152
28 and 61-156 and local health department regulations.

29
30 Prior to commencing asbestos related work, the Contractor shall provide the Engineer
31 with written verification of approvals and notifications that have been given and/or
32 obtained from the required jurisdictional agencies, and the Contractor's schedule for all
33 work involving asbestos removal. The schedule shall include the sequencing and
34 scheduling of asbestos related work, and coordination with subcontractors. The
35 Contractor shall notify the Engineer when all approvals have been received and
36 notifications have been made, as required by the agencies involved.

37
38 The Contractor shall ensure the safety of all workers, visitors to the site, and the general
39 public in accordance with all applicable laws, rules, and regulations.

40
41 The Contractor shall designate a Washington State Certified Asbestos Supervisor (CAS)
42 to personally supervise the asbestos removal and to ensure that the handling and removal
43 of the asbestos is accomplished by certified asbestos workers, pursuant to Washington
44 State Department of Labor and Industries standards. The Contractor shall ensure that the
45 removal and disposal of asbestos meets the requirements of EPA regulation 40 CFR Part
46 61, local health department regulations, and all other applicable regulations. The
47 Contractor shall provide asbestos worker certifications for each worker working with the
48 asbestos cement watermain and other asbestos materials encountered in the work. All
49 workers involved with the asbestos cement watermain are required to have current
50 certification.
51

1 It is anticipated that the majority of the asbestos cement watermain will be abandoned in-
2 place and that small sections may be removed if necessary due to conflicts to install new
3 utilities. If abandoned in-place, the existing AC piping shall be disassembled as necessary
4 without saw cutting and left in the trench. If the AC pipe is sawcut or removed from the
5 trench, the Contractor shall be responsible for all fees, certifications and permits and work
6 shall be performed in accordance with the requirements of the various agencies. The
7 Contractor is advised that existing live asbestos cement (AC) water main and service
8 connections are fragile in nature. The Contractor shall, therefore, sequence his/her
9 activities in such a manner as to avoid damage to the AC water main and service
10 connections.

11
12 Any fines issued by a regulatory agency due to the Contractor's failure to adhere to
13 regulations shall be paid by the Contractor at no cost to the City.
14

15 **Measurement**

16
17 Section 2-02.4 is supplemented with the following:
18

19 (September 8, 1997)
20 Pavement removal will be measured by the square yard.
21
22

23 **Payment**

24
25 Section 2-02.5 is revised by the following:
26

27 (*****)

28 The unit Contract price for the following items shall be full pay for all work to complete the
29 work:
30

31 "Removing Drainage Structure", per each
32

33 "Removing Drainage Structure" per each shall be full pay for all costs necessary, but not
34 limited to, all labor, materials, tools, equipment and incidentals to satisfactorily complete
35 work associated with removing existing concrete inlets and catch basins, Type 1, as
36 shown and described in the Plans. All costs associated with furnishing and installing
37 crushed surfacing top course to fill the excavation shall be included in the unit Contract
38 price.
39

40 Sawcutting, removing and disposing of pavement, sidewalk, curb and gutter, and other
41 hardscape shall be incidental to the cost for "Removing Drainage Structure", "Removing
42 Hydrant", "Removing Water Meter", "Removing Cement Conc. Sidewalk", "Removing
43 Cement Conc. Curb and Gutter", and "Removing Asphalt Conc. Pavement".
44

45 All cost associated with the removal of miscellaneous items not specified as a separate
46 bid item shall be incidental.
47
48
49
50

Roadway Excavation and Embankment

Construction Requirements

Disposal Of Surplus Material

Contractor-Provided Disposal Site

Section 2-03.3(7)C, shall be supplemented with the following:

(May 15, 2014 COA GSP)

A waste site has not been provided by the City for the disposal and/or storage of surplus materials and debris.

1. It shall be the responsibility of each bidder to thoroughly plan for material disposal at the time of project planning and bid preparation.
2. The Contractor shall provide the City with copies of all permits for disposal and/or storage of surplus materials within 14 calendar days after award of the contract. The Engineer will review the permit(s) and waste site(s) and either allow the use of or reject the disposal and/or storage sites(s) within 7 calendar days after receipt of the permits. The Contractor is responsible for obtaining permits from the appropriate agency.

The Engineer will use the following criteria to evaluate Contractor proposed disposal and/or storage sites(s) located within the City of Arlington:

- a) WAC 173-304 Minimum Functional Standards for Solid Waste Handling, in accordance with applicable sections 400 through 462.
- b) Applicable sections of the Snohomish Health District Sanitary Code Chapter 3.1 - Regulations Governing Solid Waste Handling.
- c) Applicable sections of the City of Arlington Comprehensive Plan Policies.
- d) Applicable regulations of Snohomish County Solid Waste.
- e) Disposal of excess fill material within a wetland area will not be allowed without a Section 404 permit issued by the U.S. Corps of Engineers and approved by the local agency with jurisdiction over the wetlands.

A reconnaissance of each submitted facility may be conducted by the City of Arlington. During this visit, the operating procedures and general conditions of the site will be reviewed for compliance with the conditions of the disposal and/or storage site permit and with the applicable City codes and State WACs. If violations of the disposal and/or storage site permit, applicable codes and/or WACs are noted during this reconnaissance, the site will be rejected from further consideration.

In addition, the status of each City grading permit will be checked. Flagged sites, invalid or expired permits will be rejected from further consideration.

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If disposal and/or storage site(s) are located outside of the City of Arlington, applicable local policies and ordinances will apply.

3. Following is a typical listing of contract items that are impacted by this specification:
- a. Roadway and general excavation spoils
 - b. Planing bituminous pavement
 - c. Organic debris

The items listed above are for informational purposes only and may not cover all surplus disposal items.

4. The Contractor shall provide to the City a letter certifying the type of material disposed and/or stored at each site, the location of each disposal and/or storage site and the method of disposal and/or reuse of each type of material as a condition to receiving the final contract payment.

1 **Division 4**
2 **Bases**
3
4 **Ballast and Crushed Surfacing**
5
6 (*****)
7 Section 4-04.4 is supplemented with the following:
8
9 “Crushed Surfacing Top Course”, per ton, shall apply to subbase of sidewalks, ADA ramps,
10 and regrading purposed prior to paving. Crushed surfacing used for shoulder material shall
11 be measured and paid under “Shoulder Material”, per ton.
12

1 **Division 5**
2 **Surface Treatments and Pavements**
3
4 **Hot Mix Asphalt**
5

6 (*****)

7 Delete WSDOT Amendment Section 5-04.
8

9 **Construction Requirements**

10
11 ***Equipment***

12
13 **Material Transfer Device or Material Transfer Vehicle**

14
15 (April 4, 2016)

16 Section 5-04.3(3)D is deleted in its entirety.
17

18 Division 5 is supplemented with the following:
19

20 **5-04.3(7)A2 Statistical or Nonstatistical Evaluation**

21
22 Delete this section and replace it with the following:
23

24 **5-04.3(7)A2 Nonstatistical Evaluation**

25 *(January 16, 2014 APWA GSP)*
26

27 Mix designs for HMA accepted by Nonstatistical evaluation shall;

- 28 • Be submitted to the Project Engineer on WSDOT Form 350-042
- 29 • Have the aggregate structure and asphalt binder content determined in accordance
- 30 with WSDOT Standard Operating Procedure 732 and meet the requirements of
- 31 Sections 9-03.8(2) and 9-03.8(6).
- 32 • Have anti-strip requirements, if any, for the proposed mix design determined in
- 33 accordance with WSDOT Test Method T 718 or based on historic anti-strip and
- 34 aggregate source compatibility from WSDOT lab testing. Anti-strip evaluation of HMA
- 35 mix designs utilized that include RAP will be completed without the inclusion of the
- 36 RAP.
37

38 At or prior to the preconstruction meeting, the contractor shall provide one of the following mix
39 design verification certifications for Contracting Agency review;
40

- 41 • The proposed mix design indicated on a WSDOT mix design/anti-strip report that is
- 42 within one year of the approval date
- 43 • The proposed HMA mix design submittal (Form 350-042) with the seal and certification
- 44 (stamp & signature) of a valid licensed Washington State Professional Engineer.
- 45 • The proposed mix design by a qualified City or County laboratory mix design report
- 46 that is within one year of the approval date.
47

48 The mix design will be performed by a lab accredited by a national authority such as
49 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction
50 Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP)

1 and shall supply evidence of participation in the AASHTO Material Reference Laboratory
2 (AMRL) program.

3
4 At the discretion of the Engineer, agencies may accept mix designs verified beyond the one
5 year verification period with a certification from the Contractor that the materials and sources
6 are the same as those shown on the original mix design.

7
8 **5-04.3(8)A1 General**
9 *(January 16, 2014 APWA GSP)*

10
11 Delete this section and replace it with the following:

12
13 Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.

14
15 Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the
16 contract documents.

17
18 The mix design will be the initial JMF for the class of HMA. The Contractor may request a
19 change in the JMF. Any adjustments to the JMF will require the approval of the Project
20 Engineer and must be made in accordance with Section 9-03.8(7).

21
22 Commercial evaluation may be used for Commercial HMA and for other classes of HMA in
23 the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores,
24 prelevel, and pavement repair. Other nonstructural applications of HMA accepted by
25 commercial evaluation shall be as approved by the Project Engineer. Sampling and testing
26 of HMA accepted by commercial evaluation will be at the option of the Project Engineer.
27 Commercial HMA can be accepted by a contractor certificate of compliance letter stating the
28 material meets the HMA requirements defined in the contract.

29
30 **5-04.3(8)A4 Definition of Sampling Lot and Sublot**
31 *(January 16, 2014 APWA GSP)*

32
33 Section 5-04.3(8)A4 is supplemented with the following:

34
35 For HMA in a structural application, sampling and testing for total project quantities less than
36 400 tons is at the discretion of the engineer. For HMA used in a structural application and
37 with a total project quantity less than 800 tons but more than 400 tons, a minimum of one
38 acceptance test shall be performed:

- 39 i. If test results are found to be within specification requirements, additional
40 testing will be at the engineers discretion.
41 ii. If test results are found not to be within specification requirements, additional
42 testing as needed to determine a CPF shall be performed.

43
44 **5-04.3(8)A5 Test Results**
45 *(January 16, 2014 APWA GSP)*

46
47 The first paragraph of this section is deleted.
48
49

1 **5-04.3(8)A6 Test Methods**

2 *(January 16, 2014 APWA GSP)*

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

5
6 Testing of HMA for compliance of Va will be at the option of the Contracting Agency. If tested,
7 compliance of Va will be use WSDOT Standard Operating Procedure SOP 731. Testing for
8 compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308. Testing for
9 compliance of gradation will be by WAQTC FOP for AASHTO T 27/T 11.

10
11 ***Planing Bituminous Pavement***

12
13 (*****)

14 Section 5-04.3(14) is supplemented with the following:

15
16 Unless noted otherwise in the Contract Documents or approved by the Agency in writing,
17 the maximum time between taper grind and asphalt overlay shall be no more than three (3)
18 calendar days. The Contractor shall insure that the roadway is in a safely drivable condition
19 between taper grind and asphalt overlay. Planing performed as part of pavement repair shall
20 be performed in the same work shift as asphalt placement.

21
22 **5-04.5(1)B Price Adjustments for Quality of HMA Compaction**

23 *(January 16, 2014 APWA GSP)*

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

26
27 The maximum CPF of a compaction lot is 1.00.

28
29 For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming
30 Compaction Factor (NCCF) will be determined. THE NCCF equals the algebraic difference
31 of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be
32 calculated as the product of the NCCF, the quantity of HMA in the lot in tons and the unit
33 contract price per ton of the mix.

34
35 Section 5-04.5 is supplemented with the following:

36 (*****)

37 "Roadway Removal and Grading", per square yard

38 The unit Contract price for "Roadway Removal and Grading" shall be full pay for all Work to
39 remove existing asphalt roadway, by either planing or peeling of asphalt, and regrade subbase
40 in preparation for asphalt overlay. If additional CSTC is required to regrade subbase, it shall
41 be paid with "Crushed Surfacing Top Course". Asphalt removal associated with construction
42 of ADA curb ramps and water main trench restoration shall be paid with "Removing Asphalt
43 Conc. Pavement".

1 **Division 7**
2 **Drainage Structures, Storm Sewers, Sanitary**
3 **Sewers, Water Mains, and Conduits**

4
5 **Storm Sewers**

6
7 **Measurement**

8
9 (*****)

10 Section 7-04.4 is supplemented with the following:

11
12 “Storm Drain Fittings and Couplings” will be measured per lump sum.

13
14 **Payment**

15
16 (*****)

17 Section 7-04.5 is supplemented with the following:

18
19 “AWWA C900 PVC Storm Drain Pipe ____ In. Diam” per linear foot.

20 The unit Contract price per linear foot for “AWWA C900 PVC Storm Drain Pipe ____ In. Diam”
21 shall be full pay for all costs necessary, but not limited to, all labor, material, tools, equipment
22 and incidentals to satisfactorily complete work associated with removing and disposing or
23 abandoning existing storm drain pipe, and furnishing and installing storm drain pipe as shown
24 and described in the Plans.

25
26 “Storm Drain Fittings and Couplings” per lump sum.

27 The unit Contract price per lump sum for “Storm Drain Fittings and Couplings” shall be full pay
28 for all costs necessary, but not limited to, all labor, material, tools, equipment and incidentals
29 to satisfactorily complete work associated with furnishing and installing storm drain pipe fittings
30 and couplings as shown and described in the Plans.

31
32

1 **Division 8**
2 **Miscellaneous Construction**

3
4 **Erosion Control and Water Pollution Control**

5
6 **Payment**

7
8 Section 8-01.5 is supplemented with the following:

9
10 (*****)

11 "Erosion Control", lump sum

12
13 The unit contract price for "Erosion Control" shall be full pay for all work associated with
14 furnishing, installing, and maintaining erosion control to comply with the provisions of the latest
15 edition of the Stormwater Management Manual of Western Washington, Department of
16 Ecology.

17
18 **Roadside Restoration**

19
20 **Description**

21
22 Section 8-02.1 is supplemented with the following:

23
24 (*****)

25 Roadside restoration shall include but not limited to the following: furnish and install
26 compost material and seed, temporary relocation and reinstallation of entry sign,
27 replacement of shrubs and other vegetation in kind, temporary stockpile and
28 reinstallation of decorative rock, and furnish and install medium landscape bark.

29
30
31 **Monument Cases**

32
33 **Construction Requirements**

34
35 Section 8-13.3 is supplemented with the following:

36
37 (April 26, 2016 COA GSP)

38 The Contractor shall reference all monuments within the project limits in advance of
39 construction, and will set reference points. The Contractor must file for and obtain a
40 Monument Destruction Permit with the Washington State Department of Natural
41 Resources in accordance with WAC 332-120. Whenever a survey monument not
42 shown in the Plans is discovered, the Contractor shall immediately bring it to the
43 attention of the Engineer and shall take all precautions necessary to avoid damaging
44 it.

45
46 Survey monuments shall be furnished and set by the Contractor at positions
47 determined by a licensed Professional Land Surveyor provided by the Contractor.
48 This Work could include resetting existing monuments that are destroyed by the
49 construction or setting new survey monuments as part of the project.

1 All survey monument Work shall be done by a Professional Land Surveyor licensed
2 in the State of Washington under the provisions of RCW 18.43.020. All survey
3 monument Work done by the Contractor shall conform to the requirements of RCW
4 58.09.120 and 58.09.130. Removal and replacement of GLO or Geodetic Control
5 monuments shall conform to the requirements of WAC 332-120.
6

7 After installation of the monument, a Completion Report must be filed with the
8 Washington State Department of Natural Resources as required in WAC 332-120-
9 060.
10

11 **Measurement**

12
13 Section 8-13.4 is deleted and replaced by the following:
14

15 (*****)
16 Monument, monument case, and cover will be measured by the unit for each furnished
17 and set.
18

19 "Adjust Monument Case and Cover" to grade will be measured per each.
20

21 **Payment**

22
23 Section 8-13.5 is supplemented with the following:
24

25 (*****)
26 "Monument, Monument Case, and Cover," per each.
27 The unit Contract price for "Monument, Monument Case, and Cover" shall be full pay for
28 all costs, including, but not limited to, labor, Equipment, and materials to apply for and
29 obtain a Monument Destruction Permit, file a Completion Report, set and maintain
30 reference points, set monuments, monument cases, and covers, and adjust monument
31 cases and covers and any other elements of work associated with maintaining control
32 points, removal of existing monuments, and providing new monuments.
33

34 "Adjust Monument Case and Cover", per each.
35 The unit Contract price per each for "Adjust Monument Case and Cover" shall be full pay
36 for all costs necessary to make the adjustment including restoration of adjacent areas.
37
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1 **Permanent Signing**

2
3 **Construction Requirements**

4
5 ***Sign Removal***

6
7 (April 3, 2012 COA GSP)

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

10
11 All removed signs shall remain the property of the City. All removed signs shall
12 be returned to:

13
14 City of Arlington Maintenance Shop
15 6205 188th PL NE
16 Arlington, WA 98223
17

18 **Measurement**

19
20 Section 8-21.4 is supplemented with the following:

21
22 (*****)

23 "Permanent Signing" will be measured per lump sum.

24
25 "Wheel Stop" will be measured per each
26

27 **Payment**

28
29 Section 8-21.5 is supplemented with the following:

30
31 (*****)

32 The Contract price for "Permanent Signing" per lump sum shall be full payment for all costs
33 for the work associated with removing existing signs and bollards and furnishing and installing
34 signs and bollards shown and described in the Plans. Striping for the bollards is included under
35 the Paint Line bid item.
36

37 The Contract price for "Wheel Stop", per each, shall be full payment for all costs associated
38 with furnishing and installing concrete wheel stops.
39

40 **Pavement Marking**

41
42 **Construction Requirements**

43
44 ***Preparation of Roadway Surfaces***

45
46 (*****)

47 Section 8-22.3(2) is supplemented with the following:

48
49 Prior to installation of plastic markings, existing markings shall be removed in accordance with
50 Section 8-22.3(6).

MERCHANTS PARKING LOT REHABILITATION

100% SET
MAY 13, 2019
(P02.458)



City of Arlington Officials

PUBLIC WORKS DIRECTOR
JAMES X. KELLY, P.E.

MAYOR
BARBARA TOLBERT

COUNCIL MEMBERS
JESICA STICKLES
JOSHUA ROUNDY
DEBORA NELSON
SUE WEISS
MARILYN OERTLE
MIKE HOPSON
JAN SCHUETTE



VICINITY MAP

PROJECT
LOCATION

LEGEND

- PROPERTY LINE
- EXIST SEWER
- EXIST STORM
- STORM
- SEWER
- CATCH BASIN (CB)
- HMA TYPE 1
- HMA TYPE 2
- HMA TYPE 3
- REMOVE EXIST ASPHALT PAVEMENT 2"-4" THICK
- REMOVE EXIST ASPHALT PAVEMENT 2" THICK
- REMOVE EXIST CONC PAVEMENT

SHEET INDEX

SHT NO	DESCRIPTION
C1.1	GENERAL INFO
C1.2	GENERAL NOTES
C1.3	SWPPP NOTES
C2.1	SWPPP
C2.2	DEMOLITION PLAN
C2.3	PAVING AND HORIZ CONTROL PLAN
C2.4	GRADING AND DRAINAGE PLAN
C3.1	DETAILS

CONSTRUCTION DRAWING REVIEW
ACKNOWLEDGEMENT

THIS PLAN HAS BEEN REVIEWED AND EVALUATED FOR GENERAL COMPLIANCE WITH THE CITY OF ARLINGTON CODES AND ORDINANCES. CONFORMANCE OF THIS DESIGN WITH ALL APPLICABLE LAWS AND REGULATIONS IS THE FULL AND COMPLETE RESPONSIBILITY OF THE LICENSED DESIGN ENGINEER. WHOSE STAMP AND SIGNATURE APPEAR ON THIS SHEET. ACKNOWLEDGMENT OF CONSTRUCTION DRAWING REVIEW DOES NOT IMPLY CITY APPROVAL FOR CONSTRUCTION ACTIVITIES THAT REQUIRE OTHER COUNTY, STATE OR FEDERAL PERMIT REVIEW AND APPROVAL. THE PROPERTY OWNER AND LICENSED DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE ACQUISITION AND COMPLIANCE OF ALL APPLICABLE PERMITS AND/OR AUTHORIZATIONS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, WSDFW HYDRAULIC PROJECT APPROVAL (HPA), WSDOE NOTICE OF INTENT (NOI), ANY CORP OF ENGINEERS FILL PERMITS AND THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT.

BY:
CITY ENGINEER

DATE: June 27, 2019
THIS APPROVAL VALID FOR 18 MONTHS

DATE NO. REVISION BY

3/29/19 A 60% REVIEW SET

5/13/19 B 100% REVIEW SET

5/13/19

TerraVista NW LLC
Consulting Engineers
509 N. WEST AVE. #10
ARLINGTON, WA 98223
425-422-0840
WWW.TERRAVISTANW.COM

GENERAL INFORMATION

MERCHANT PARKING LOT REHABILITATION
OLYMPIC AVE, ARLINGTON, WA 98223

C1.1

JOB NO.
190104

Plotted: May 21, 2019 - 3:37pm Eric T:\Projects\190104 Arlington Parking Lots (Arlington)\Plans\APL_P-CIVIL.dwg Layout Name: C1.3-SWPPP NOTES

ELEMENTS OF CONSTRUCTION SWPPP

1. PRESERVE VEGETATION / MARK CLEARING LIMITS

BEFORE BEGINNING LAND DISTURBING ACTIVITIES, INCLUDING CLEARING AND GRADING, CLEARLY MARK ALL CLEARING LIMITS, SENSITIVE AREAS AND THEIR BUFFERS, AND TREES THAT ARE TO BE PRESERVED WITHIN THE CONSTRUCTION AREA.

RETAIN THE DUFF LAYER, NATIVE TOP SOIL, AND NATURAL VEGETATION IN AN UNDISTURBED STATE TO THE MAXIMUM DEGREE PRACTICAL. IF IT IS NOT PRACTICAL TO RETAIN THE DUFF LAYER IN PLACE, THEN STOCKPILE IT ON-SITE, COVER IT TO PREVENT EROSION, AND REPLACE IT IMMEDIATELY WHEN YOU FINISH DISTURBING THE SITE.

BMP's C101: PRESERVING NATURAL VEGETATION
C102: BUFFER ZONES
C103: HIGH VISIBILITY FENCE
C233: SILT FENCE

2. ESTABLISH CONSTRUCTION ACCESS

LIMIT CONSTRUCTION VEHICLE ACCESS AND EXIT TO ONE ROUTE, IF POSSIBLE. STABILIZE ACCESS POINTS WITH A PAD OF QUARRY SPALLS, CRUSHED ROCK, OR OTHER EQUIVALENT BMPS, TO MINIMIZE TRACKING SEDIMENT ONTO ROADS. LOCATE WHEEL WASH OR TIRE BATHS ON SITE, IF THE STABILIZED CONSTRUCTION ENTRANCE IS NOT EFFECTIVE IN PREVENTING TRACKING SEDIMENT ONTO ROADS. IF SEDIMENT IS TRACKED OFF SITE, CLEAN THE AFFECTED ROADWAY THOROUGHLY AT THE END OF EACH DAY, OR MORE FREQUENTLY AS NECESSARY (FOR EXAMPLE, DURING WET WEATHER). REMOVE SEDIMENT FROM ROADS BY SHOVELING, SWEEPING, OR PICK UP AND TRANSPORT THE SEDIMENT TO A CONTROLLED SEDIMENT DISPOSAL AREA. CONDUCT STREET WASHING ONLY AFTER SEDIMENT IS REMOVED IN ACCORDANCE WITH THE ABOVE BULLET. CONTROL STREET WASH WASTEWATER BY PUMPING BACK ON SITE OR OTHERWISE PREVENTING IT FROM DISCHARGING INTO SYSTEMS TRIBUTARY TO WATERS OF THE STATE. MINIMIZE CONSTRUCTION SITE ACCESS POINTS ALONG LINEAR PROJECTS, SUCH AS ROADWAYS. STREET WASHING MAY REQUIRE LOCAL JURISDICTION APPROVAL.

BMP's C105: STABILIZE CONSTRUCTION ENTRANCE/EXIT
C106: WHEEL WASH
C107: CONSTRUCTION ROAD/PARKING AREA STABILIZATION

3. CONTROL FLOW RATES

PROTECT PROPERTIES AND WATERWAYS DOWNSTREAM OF DEVELOPMENT SITES FROM EROSION AND THE ASSOCIATED DISCHARGE OF TURBID WATERS DUE TO INCREASES IN THE VELOCITY AND PEAK VOLUMETRIC FLOW RATE OF STORMWATER RUNOFF FROM THE PROJECT SITE. WHERE NECESSARY, CONSTRUCT STORMWATER RETENTION OR DETENTION FACILITIES AS ONE OF THE FIRST STEPS IN GRADING. ASSURE THAT DETENTION FACILITIES FUNCTION PROPERLY BEFORE CONSTRUCTING SITE IMPROVEMENTS (E.G. IMPERVIOUS SURFACES). IF PERMANENT INFILTRATION PONDS ARE USED FOR FLOW CONTROL DURING CONSTRUCTION, PROTECT THESE FACILITIES FROM SILTATION DURING THE CONSTRUCTION PHASE.

BMP's C203: WATER BARS
C207: CHECK DAMS
C209: OUTLET PROTECTION
C235: WATTLES
C240: SEDIMENT TRAP
C241: TEMPORARY SEDIMENT POND

4. INSTALL SEDIMENT CONTROLS

INSTALL AND MAINTAIN EFFECTIVE EROSION CONTROLS AND SEDIMENT CONTROLS TO MINIMIZE THE DISCHARGE OF POLLUTANTS. CONSTRUCT SEDIMENT CONTROL BMPS (SEDIMENT PONDS, TRAPS, FILTERS, ETC.) PRIOR TO GRADING.

BMP's C231: BRUSH BARRIER
C232: GRAVEL FILTER BERM
C233: SILT FENCE
C234: VEGETATED STRIP
C235: WATTLES
C240: SEDIMENT TRAP
C241: TEMPORARY SEDIMENT POND
C250: CONSTRUCTION STORMWATER CHEMICAL TREATMENT
C251: CONSTRUCTION STORMWATER FILTRATION

5. STABILIZE SOILS

SOILS MUST NOT REMAIN EXPOSED AND UNWORKED FOR MORE THAN THE TIME PERIODS SET FORTH BELOW TO PREVENT EROSION.
DURING THE DRY SEASON (MAY 1 – SEPT. 30): 7 DAYS.

NOTE: BEST MANAGEMENT PRACTICES (BMP'S) ARE AS DESCRIBED IN THE STORMWATER MANAGEMENT MANUAL OF WESTERN WASHINGTON, DEPARTMENT OF ECOLOGY, 2014

DURING THE WET SEASON (OCTOBER 1 – APRIL 30): 2 DAYS.
STABILIZE SOILS AT THE END OF THE SHIFT BEFORE A HOLIDAY OR WEEKEND IF NEEDED BASED ON THE WEATHER FORECAST. STABILIZE SOIL STOCKPILES FROM EROSION, PROTECT WITH SEDIMENT TRAPPING MEASURES, AND WHERE POSSIBLE, BE LOCATED AWAY FROM STORM DRAIN INLETS, WATERWAYS, AND DRAINAGE CHANNELS. MINIMIZE THE AMOUNT OF SOIL EXPOSED DURING CONSTRUCTION ACTIVITY. MINIMIZE THE DISTURBANCE OF STEEP SLOPES.

BMP's C120: TEMPORARY AND PERMANENT SEEDING
C121: MULCHING
C122: NETS AND BLANKETS
C123: PLASTIC COVERING
C124: SODDING
C125: TOPSOILING / COMPOSTING
C126: POLYACRYLAMIDE (PAM) FOR SOIL EROSION PROTECTION
C130: SURFACE ROUGHENING
C131: GRADIENT TERRACES
C140: DUST CONTROL

6. PROTECT SLOPES

DIVERT OFF-SITE STORMWATER (RUN-ON) OR GROUND WATER AWAY FROM SLOPES AND DISTURBED AREAS WITH INTERCEPTOR DIKES, PIPES, AND/OR SWALES. OFF-SITE STORMWATER SHOULD BE MANAGED SEPARATELY FROM STORMWATER GENERATED ON THE SITE. PLACE EXCAVATED MATERIAL ON THE UPHILL SIDE OF TRENCHES, CONSISTENT WITH SAFETY AND SPACE CONSIDERATIONS.

BMP's C120: TEMPORARY AND PERMANENT SEEDING
C121: MULCHING
C122: NETS AND BLANKETS
C123: PLASTIC COVERING
C124: SODDING
C130: SURFACE ROUGHENING
C131: GRADIENT TERRACES
C200: INTERCEPTOR DIKE AND SWALE
C201: GRASS-LINED CHANNELS
C203: WATER BARS
C204: PIPE SLOPE DRAINS
C205: SUBSURFACE DRAINS
C206: LEVEL SPREADER
C207: CHECK DAMS
C208: TRIANGULAR SILT DIKE (TSD)(GEOTEXTILE-ENCASED CHECK DAM)

7. PROTECT DRAIN INLETS

PROTECT ALL STORM DRAIN INLETS MADE OPERABLE DURING CONSTRUCTION SO THAT STORMWATER RUNOFF DOES NOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR TREATED TO REMOVE SEDIMENT. CLEAN OR REMOVE AND REPLACE INLET PROTECTION DEVICES WHEN SEDIMENT HAS FILLED ONE-THIRD OF THE AVAILABLE STORAGE (UNLESS A DIFFERENT STANDARD IS SPECIFIED BY THE PRODUCT MANUFACTURER). INLETS SHOULD BE INSPECTED WEEKLY AT A MINIMUM AND DAILY DURING STORM EVENTS.

BMP's ➤ C220: STORM DRAIN INLET PROTECTION

8. STABILIZE CHANNELS AND OUTFALLS

CONSTRUCT AND STABILIZE ALL ON-SITE CONVEYANCE CHANNELS TO PREVENT EROSION. PROVIDE STABILIZATION, INCLUDING ARMORING MATERIAL, ADEQUATE TO PREVENT EROSION OF OUTLETS, ADJACENT STREAMBANKS, SLOPES, AND DOWNSTREAM REACHES AT THE OUTLETS OF ALL CONVEYANCE SYSTEMS. STABILIZE CHANNEL BY PLACING BLANKET PRODUCT FIRST, THEN ADD CHECK DAMS AS NECESSARY TO FUNCTION AS AN ANCHOR AND TO SLOW THE FLOW OF WATER.

BMP's C202: CHANNEL LINING
C122: NETS AND BLANKETS
C207: CHECK DAMS
C209: OUTLET PROTECTION

9. CONTROL POLLUTANTS

INSTALL, IMPLEMENT, AND MAINTAIN EFFECTIVE POLLUTION PREVENTION MEASURES TO MINIMIZE THE DISCHARGE OF POLLUTANTS. HANDLE AND DISPOSE OF ALL POLLUTANTS, INCLUDING WASTE MATERIALS AND DEMOLITION DEBRIS THAT OCCUR ON-SITE IN A MANNER THAT DOES NOT CAUSE CONTAMINATION OF STORMWATER.

BMP's C151: CONCRETE HANDLING
C152: SAWCUTTING AND SURFACING POLLUTION PREVENTION
C153: MATERIAL DELIVERY, STORAGE AND CONTAINMENT
C154: CONCRETE WASHOUT AREA
C250: CONSTRUCTION STORMWATER CHEMICAL TREATMENT
C251: CONSTRUCTION STORMWATER FILTRATION
C252: HIGH PH NEUTRALIZATION USING CO2
C253: PH CONTROL FOR HIGH PH WATER

10. CONTROL DEWATERING

DISCHARGE CLEAN, NON-TURBID DE-WATERING WATER, SUCH AS WELL-POINT GROUND WATER, TO SYSTEMS TRIBUTARY TO, OR DIRECTLY INTO SURFACE WATERS OF THE STATE, AS SPECIFIED IN ELEMENT #8, PROVIDED THE DE-WATERING FLOW DOES NOT CAUSE EROSION OR FLOODING OF RECEIVING WATERS OR INTERFERE WITH THE OPERATION OF THE SYSTEM. HANDLE HIGHLY TURBID OR CONTAMINATED DEWATERING WATER SEPARATELY FROM STORMWATER.

BMP's C203: WATER BARS
C236: VEGETATIVE FILTRATION

11. MAINTAIN BMP'S

KEEP QUANTITIES OF EROSION PREVENTION AND SEDIMENT CONTROL MATERIALS ON THE PROJECT SITE AT ALL TIMES TO BE USED FOR REGULAR MAINTENANCE AND EMERGENCY SITUATIONS SUCH AS UNEXPECTED HEAVY SUMMER RAINS. MAINTAIN AND REPAIR ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL BMPS AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION IN ACCORDANCE WITH BMP SPECIFICATIONS. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL BMPS WITHIN 30 DAYS AFTER ACHIEVING FINAL SITE STABILIZATION OR AFTER THE TEMPORARY BMPS ARE NO LONGER NEEDED. PROVIDE PROTECTION TO ALL BMPS INSTALLED FOR THE PERMANENT CONTROL OF STORMWATER FROM SEDIMENT AND COMPACTION. ALL BMPS THAT ARE TO REMAIN IN PLACE FOLLOWING COMPLETION OF CONSTRUCTION SHALL BE EXAMINED AND PLACED IN FULL OPERATING CONDITIONS. IF SEDIMENT ENTERS THE BMPS DURING CONSTRUCTION, IT SHALL BE REMOVED AND THE FACILITY SHALL BE RETURNED TO THE CONDITIONS SPECIFIED IN THE CONSTRUCTION DOCUMENTS.

12. MANAGE THE PROJECT

INSPECT, MAINTAIN, AND REPAIR ALL BMPS AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. CONDUCT SITE INSPECTIONS AND MONITORING IN ACCORDANCE WITH THE CONSTRUCTION STORMWATER GENERAL PERMIT OR LOCAL PLAN APPROVAL AUTHORITY. MAINTAIN, UPDATE, AND IMPLEMENT THE SWPPP IN ACCORDANCE WITH THE CONSTRUCTION STORMWATER GENERAL PERMIT. ALL BMPS MUST BE INSPECTED, MAINTAINED, AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. SITE INSPECTIONS MUST BE CONDUCTED BY A PERSON KNOWLEDGEABLE IN THE PRINCIPLES AND PRACTICES OF EROSION AND SEDIMENT CONTROL.

13. PROTECT LOW IMPACT DEVELOPMENT

PROTECT ALL BIORETENTION AND RAIN GARDEN BMPS FROM SEDIMENTATION THROUGH INSTALLATION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROL BMPS ON PORTIONS OF THE SITE THAT DRAIN INTO THE BIORETENTION AND/OR RAIN GARDEN BMPS. RESTORE THE BMPS TO THEIR FULLY FUNCTIONING CONDITION IF THEY ACCUMULATE SEDIMENT DURING CONSTRUCTION. RESTORING THE BMP MUST INCLUDE REMOVAL OF SEDIMENT AND ANY SEDIMENT-LADEN BIORETENTION/RAIN GARDEN SOILS, AND REPLACING THE REMOVED SOILS WITH SOILS MEETING THE DESIGN SPECIFICATION.

PREVENT COMPACTING BIORETENTION AND RAIN GARDEN BMPS BY EXCLUDING CONSTRUCTION EQUIPMENT AND FOOT TRAFFIC. PROTECT COMPLETED LAWN AND LANDSCAPED AREAS FROM COMPACTION DUE TO CONSTRUCTION EQUIPMENT.

CONTROL EROSION AND AVOID INTRODUCING SEDIMENT FROM SURROUNDING LAND USES ONTO PERMEABLE PAVEMENTS. DO NOT ALLOW MUDDY CONSTRUCTION EQUIPMENT ON THE BASE MATERIAL OR PAVEMENT. DO NOT ALLOW SEDIMENT-LADEN RUNOFF ONTO PERMEABLE PAVEMENTS.

PAVEMENTS FOULED WITH SEDIMENTS OR NO LONGER PASSING AN INITIAL INFILTRATION TEST MUST BE CLEANED USING PROCEDURES FROM THE LOCAL STORMWATER MANUAL OR THE MANUFACTURER'S PROCEDURES.

KEEP ALL HEAVY EQUIPMENT OFF EXISTING SOILS UNDER LID FACILITIES THAT HAVE BEEN EXCAVATED TO FINAL GRADE TO RETAIN THE INFILTRATION RATE OF THE SOILS.

LEGEND

➤ DENOTES MINIMUM REQUIRED BMP'S. AS SITE WORK PROGRESSES, CONTRACTOR MAY NEED TO INSTALL ADDITIONAL BMP'S AS NEEDED.



CONSTRUCTION DRAWING APPROVAL

THIS PLAN SHEET HAS BEEN REVIEWED AND APPROVED PER THE CONDITIONS ON THE TITLE SHEET.

BY: *Nayan D. Maruwar*
CITY ENGINEER, CITY OF ARLINGTON

DATE: June 27, 2019
THIS APPROVAL VALID FOR 18 MONTHS

SWPPP NOTES

MERCHANT PARKING LOT REHABILITATION

OLYMPIC AVE, ARLINGTON, WA 98223

5/13/19

DATE

NO.

REVISION

BY

3/29/19	A	60% REVIEW SET	
5/13/19	B	100% REVIEW SET	

TerraVista NW LLC

Consulting Engineers

559 N. WEST AVE. #100
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425-422-0940
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5/13/19

DATE

NO.

REVISION

BY

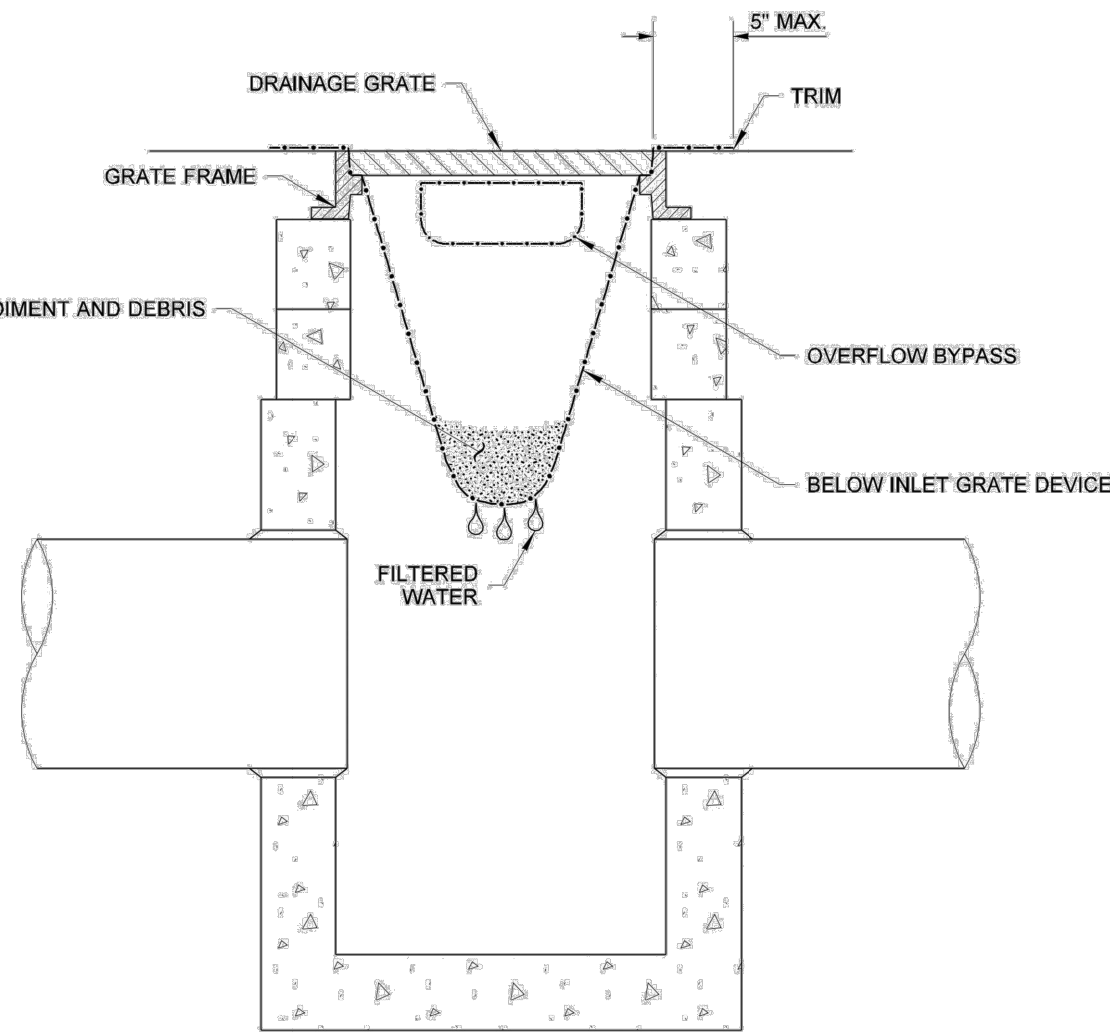
3/29/19	A	60% REVIEW SET	
5/13/19	B	100% REVIEW SET	

C1.3

JOB NO.
190104

NOTES:

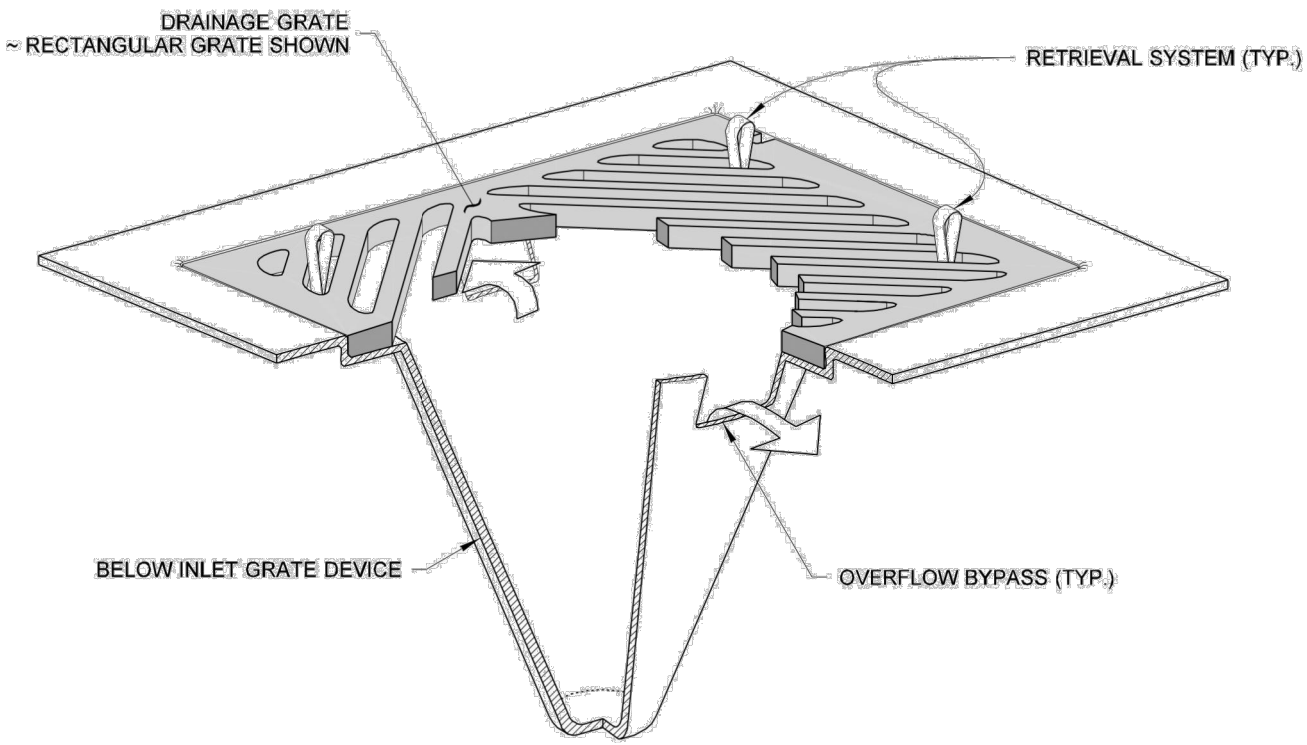
1. SEE SHEET C1.1 AND C1.2 FOR GENERAL INFORMATION.
2. SEE SHEET C1.3 FOR ELEMENTS OF CONSTRUCTION SWPPP.
3. THE 13 ELEMENTS SHOWN ON C1.3 MUST BE CONSIDERED IN THE DEVELOPMENT OF THE CONSTRUCTION SWPPP UNLESS SITE CONDITIONS RENDER THE ELEMENT UNNECESSARY. IF AN ELEMENT IS CONSIDERED UNNECESSARY, THE CONSTRUCTION SWPPP MUST PROVIDE THE JUSTIFICATION.
4. BMP's SHALL BE PROTECTED DURING CONSTRUCTION.
5. THE SWPPP ELEMENTS COVER THE GENERAL WATER QUALITY PROTECTION STRATEGIES OF LIMITING SITE IMPACTS, PREVENTING EROSION AND SEDIMENTATION, AND MANAGING ACTIVITIES AND SOURCES.
6. ADDITIONAL INFORMATION AND REQUIREMENTS ARE OUTLINED WITHIN THE SWPPP NARRATIVE.
7. THE HIGHLIGHTED BMP's SHOWN ON SHEET C1.3 ARE MINIMUM REQUIREMENTS. THE CONTRACTOR SHALL MAINTAIN AND UTILIZE ADDITIONAL BMP's AS NECESSARY. ADDITIONAL INFORMATION ON EACH BMP CAN BE FOUND IN VOLUME II, CHAPTER 4 OF THE STORMWATER MANAGEMENT MANUAL OF WESTERN WASHINGTON.



SECTION VIEW
NOT TO SCALE

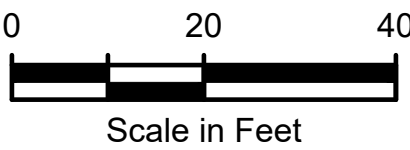
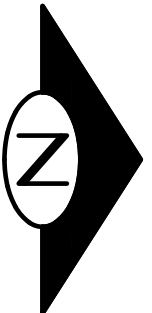
NOTES

1. Size the Below Inlet Grate Device (BIGD) for the storm water structure it will service.
2. The BIGD shall have a built-in high-flow relief system (overflow bypass).
3. The retrieval system must allow removal of the BIGD without spilling the collected material.
4. Perform maintenance in accordance with Standard Specification 8-01.3(15).



ISOMETRIC VIEW

1 STORM INLET PROTECTION
NTS



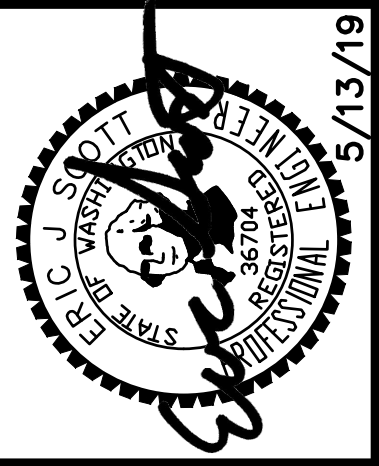
CONSTRUCTION DRAWING APPROVAL

THIS PLAN SHEET HAS BEEN REVIEWED AND APPROVED PER THE CONDITIONS ON THE TITLE SHEET.

BY: *Ryan L. Marston*
CITY ENGINEER, CITY OF ARLINGTON

DATE: June 27, 2019
THIS APPROVAL VALID FOR 18 MONTHS

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Consulting Engineers

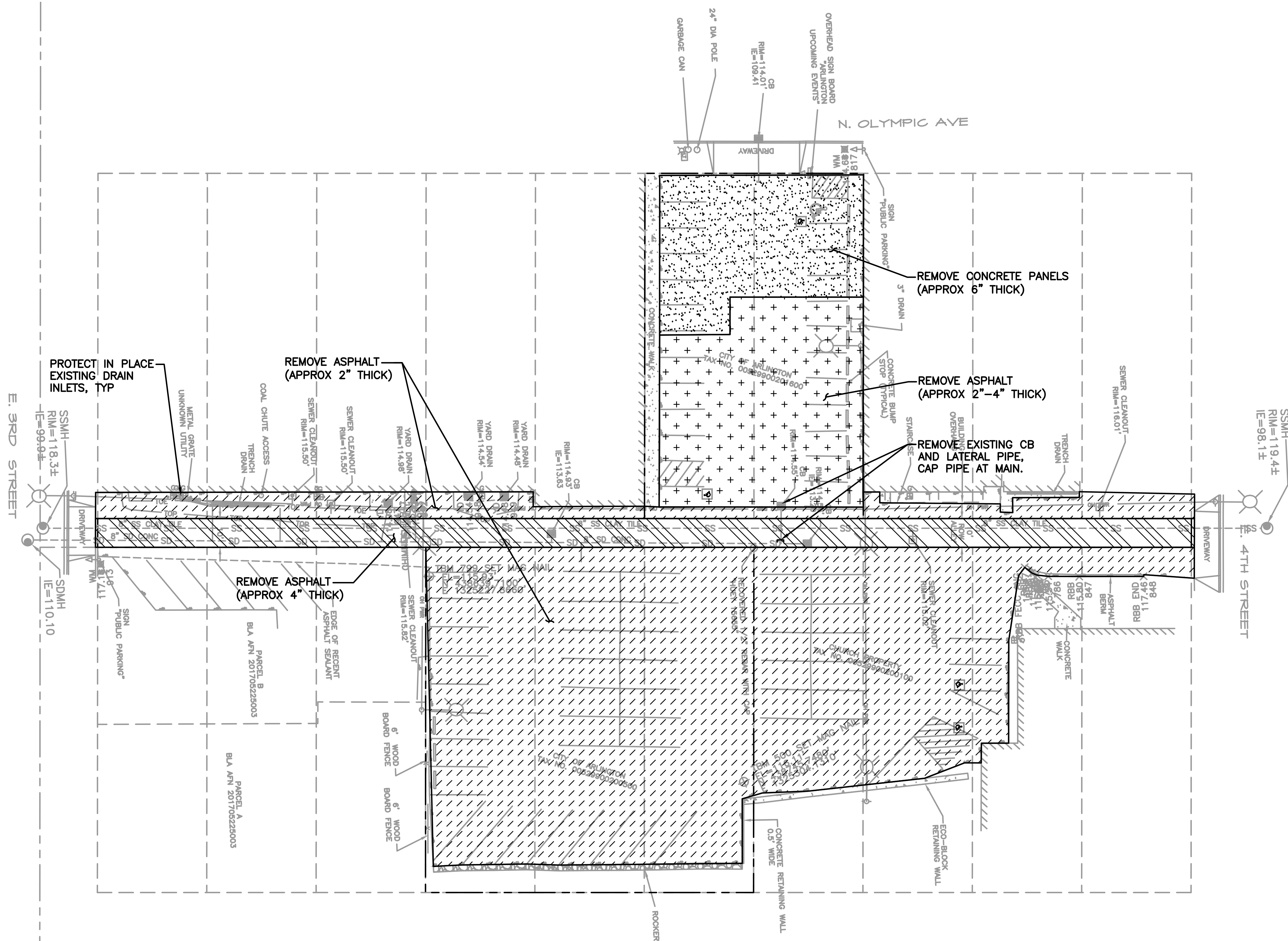
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SWPPP

MERCHANT PARKING LOT REHABILITATION
OLYMPIC AVE, ARLINGTON, WA 98223

C2.1

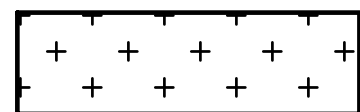
JOB NO.
190104



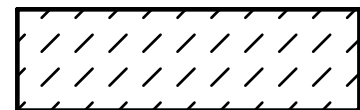
NOTES:

1. SEE SHEET C1.1 AND C1.2 FOR GENERAL INFORMATION.
2. CONTRACTOR SHALL PROTECT IN PLACE ALL EXISTING STRUCTURES AND DRAINAGE ELEMENTS, UNLESS NOTED OTHERWISE.

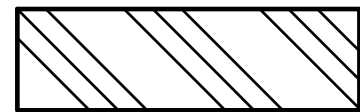
LEGEND



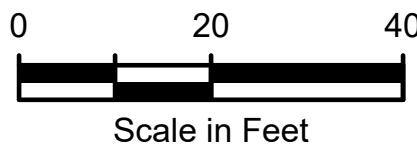
REMOVE EXIST ASPHALT PAVEMENT
2" - 4" THICK



REMOVE EXIST ASPHALT PAVEMENT
2" THICK



REMOVE EXIST CONC PAVEMENT



Know what's below.
Call before you dig.

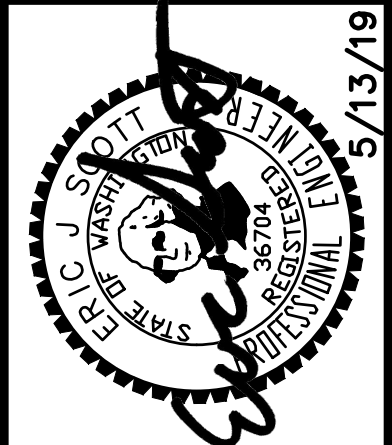
CONSTRUCTION DRAWING APPROVAL

THIS PLAN SHEET HAS BEEN REVIEWED AND
APPROVED PER THE CONDITIONS ON THE TITLE
SHEET.

BY: *Ryan L. Mayson*
CITY ENGINEER, CITY OF ARLINGTON

DATE: June 27, 2019
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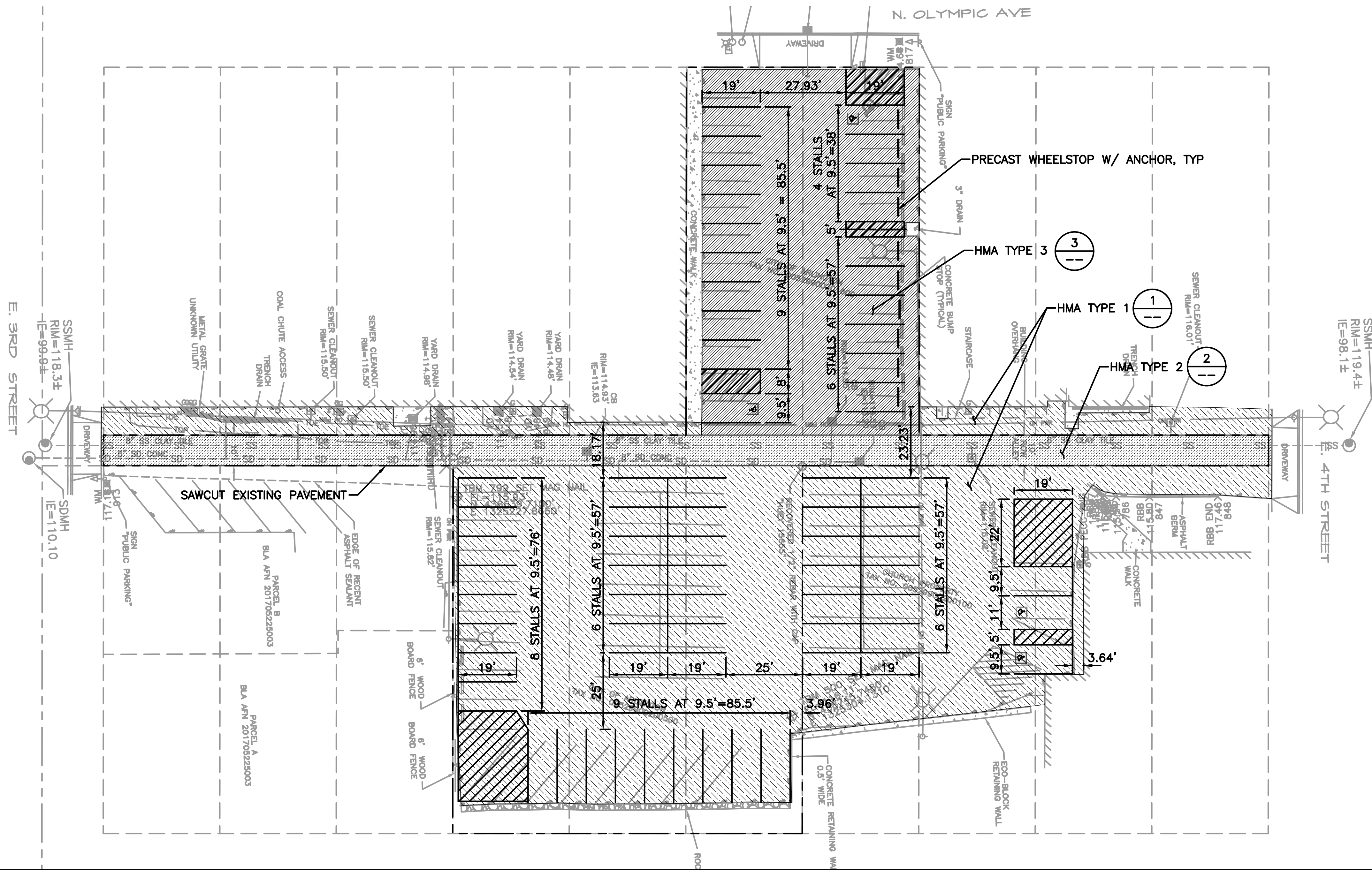
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DEMOLITION PLAN

MERCHANT PARKING LOT REHABILITATION
OLYMPIC AVE, ARLINGTON, WA 98223

C2.2

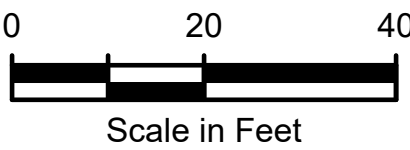
JOB NO.
190104



- NOTES:
1. SEE SHEET C1.1 AND C1.2 FOR GENERAL INFORMATION.
 2. PROVIDE ADDITIONAL CRUSHED SURFACING TOP COURSE (CSTC) AS NEEDED TO ADJUST GRADES SHOWN IN PLAN.
 3. STRIPING SHALL BE PERFORMED A MINIMUM OF 14 CALENDAR DAYS AFTER PLACEMENT OF HMA. CONTRACTOR TO PLACE TEMPORARY STRIPING IN THE INTERIM.

LEGEND

- HMA TYPE 1
- HMA TYPE 2
- HMA TYPE 3

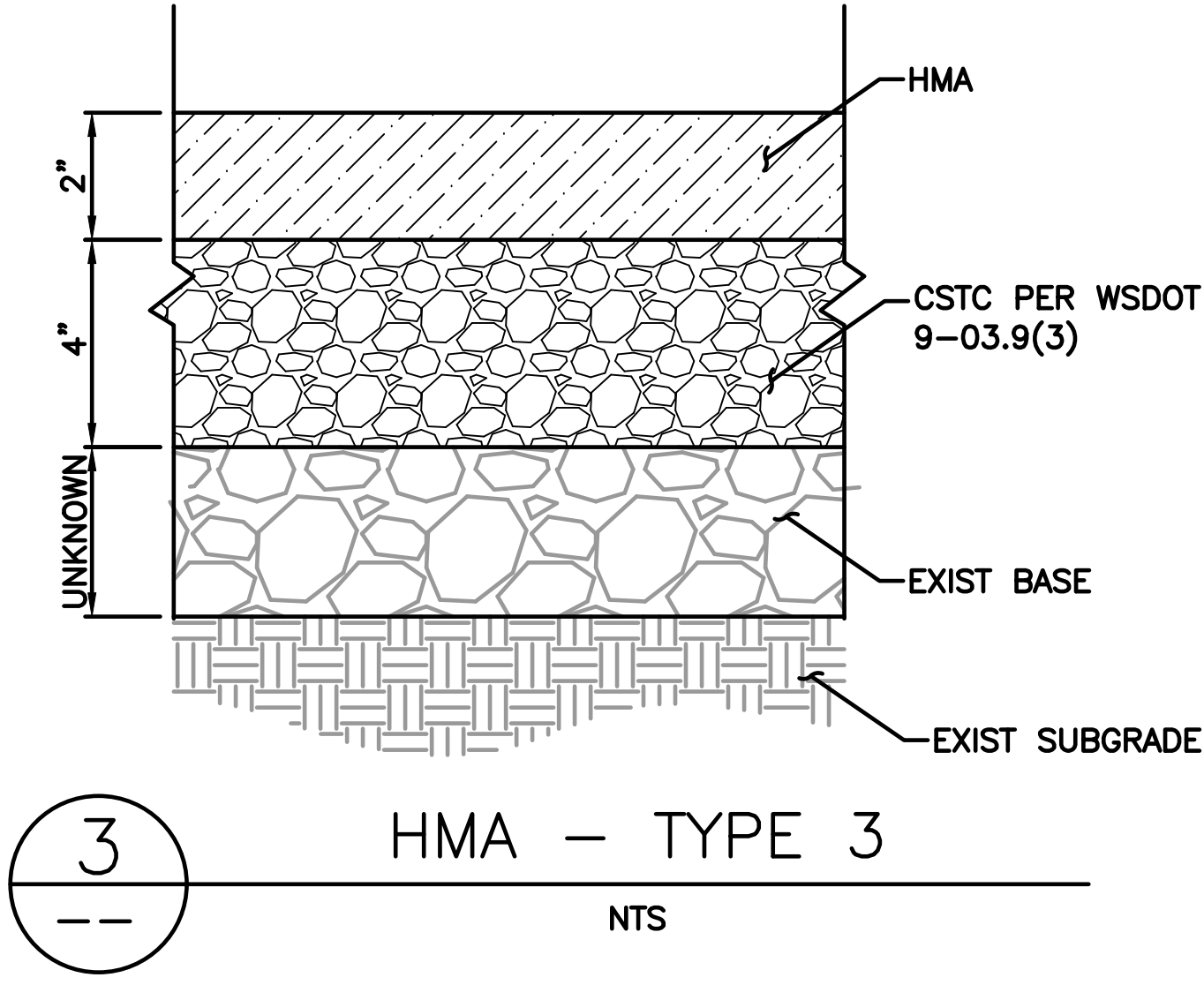
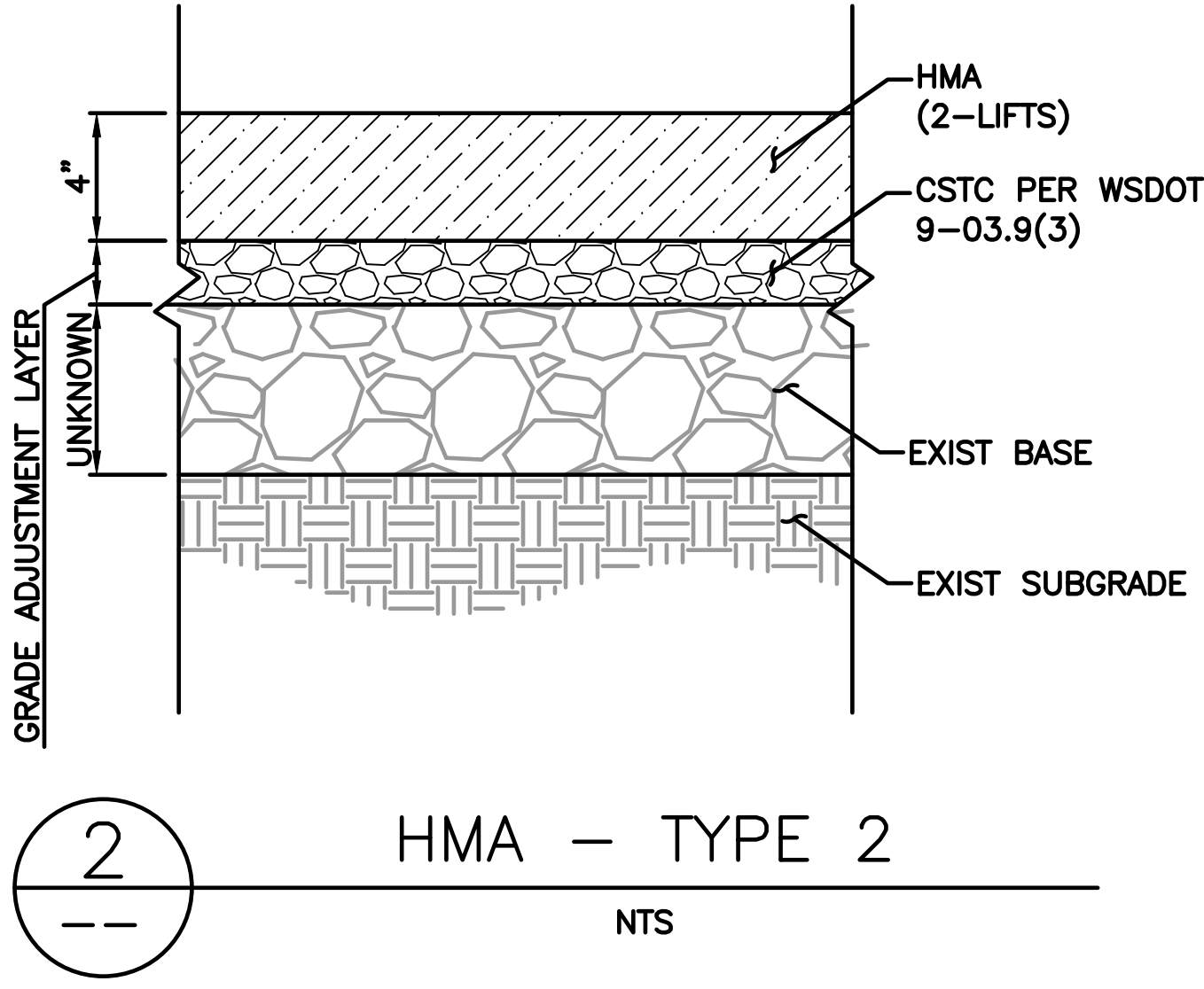
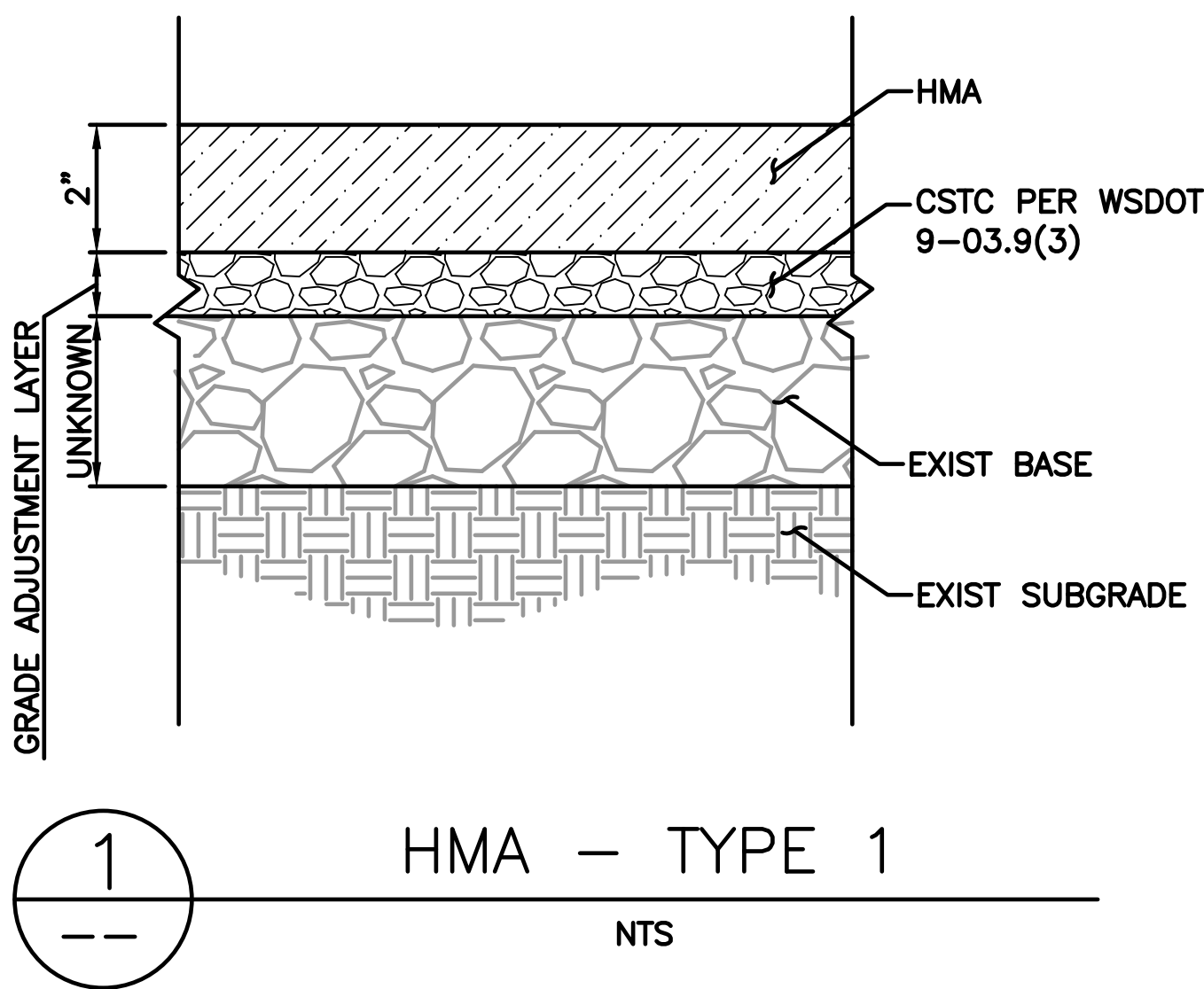


CONSTRUCTION DRAWING APPROVAL

THIS PLAN SHEET HAS BEEN REVIEWED AND APPROVED PER THE CONDITIONS ON THE TITLE SHEET.

BY: *Nyssa L. Manning*
CITY ENGINEER, CITY OF ARLINGTON

DATE: June 27, 2019
THIS APPROVAL VALID FOR 18 MONTHS



PAVING & HORIZ. CONTROL PLAN

MERCHANT PARKING LOT REHABILITATION

OLYMPIC AVE, ARLINGTON, WA 98223

C2.3

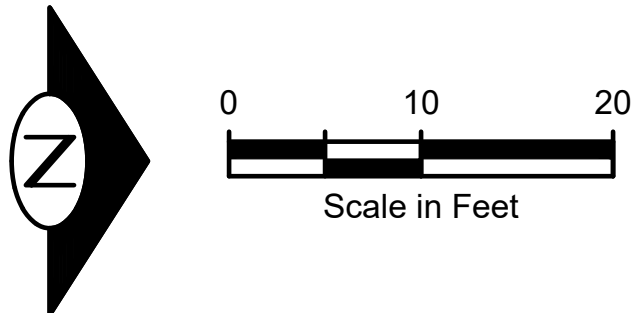
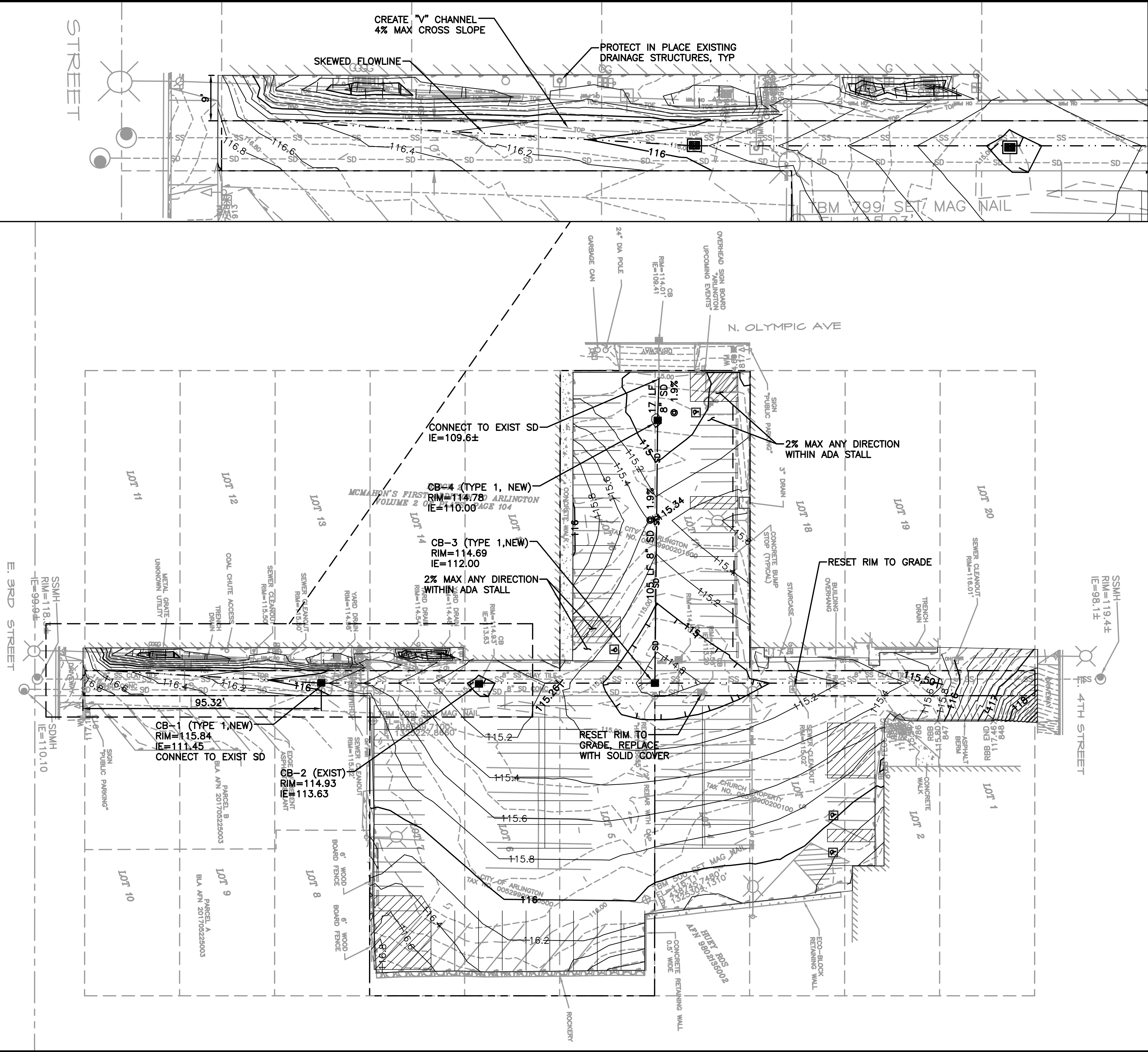
JOB NO. 190104

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Consulting Engineers

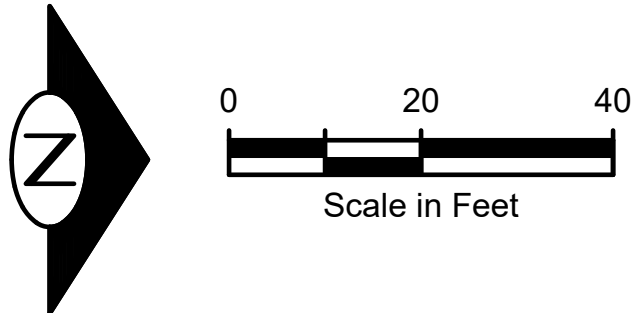
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5/13/19



NOTES:
1. SEE SHEET C1.1 AND C1.2 FOR GENERAL INFORMATION.



CONSTRUCTION DRAWING APPROVAL	
THIS PLAN SHEET HAS BEEN REVIEWED AND APPROVED PER THE CONDITIONS ON THE TITLE SHEET.	
BY:	<i>Ryan L. Mason</i> CITY ENGINEER, CITY OF ARLINGTON
DATE:	June 27, 2019
THIS APPROVAL VALID FOR 18 MONTHS	

TerraVista NW LLC Consulting Engineers 539 N. WEST AVE. #19 ARLINGTON, WA 98223 425-422-0840 WWW.TERRAVISTANW.COM	
GRADING & DRAINAGE PLAN	
MERCHANT PARKING LOT REHABILITATION	
OLYMPIC AVE, ARLINGTON, WA 98223	
C2.4	
JOB NO. 190104	
DATE	REVISION
3/29/19	A 60% REVIEW SET
5/13/19	B 100% REVIEW SET
5/13/19	

C3.1	DETAILS MERCHANT PARKING LOT REHABILITATION OLYMPIC AVE., ARLINGTON, WA 98223	 TerraVista NW ^{LLC} Consulting Engineers 528 N. WEST AVE. #18 ARLINGTON, WA 98223 425-422-0840 WWW.TERRAVISTANW.COM	 Eric J. Scott Professional Engineer State of Washington License No. 190104	DATE	NO.	REVISION	BY
				3/29/19	A	60% REVIEW SET	
				5/13/19	B	100% REVIEW SET	