

# Contract Provisions

For Construction of:

207th Ave NE Culvert Repair Project

March 2024

CITY OF SAMMAMISH  
PUBLIC WORKS DEPARTMENT  
801 228<sup>TH</sup> AVENUE SE  
SAMMAMISH, WA 98075



## 207th Ave NE Culvert Repair Project

### Notice to All Planholders

The Project Engineer assigned to answer questions regarding these bid documents and to show this project to prospective bidders is:

Rob Dahn  
16000 Bothell Everett Hwy #150  
Mill Creek, WA 98012

As the Engineer in direct responsible care of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.



3/20/2024

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### Approved for Construction:

*Doug van Gelder* 03/22/2024

Doug Van Gelder, P.E. Date  
City Engineer\*\*

*Jayden Abrams* 03/20/2024

Jayden Abrams, P.E. Date  
Associate Stormwater Engineer

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

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**PART 1**

**PROPOSAL INTRODUCTION**

## **NOTICE TO CONTRACTORS**

### **CITY OF SAMMAMISH 207th Ave NE Culvert Repair Project**

Sealed bids will be received by the City Clerk up until 11:00 a.m. (local time) on Tuesday, April 16th, 2024, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the *207th Ave NE Culvert Repair Project*. Bids received outside the specified date listed above will not be considered.

Sealed bids should be addressed or delivered to the following:

City of Sammamish  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Attn: City Clerk

The work in this contract includes repair and replacement of existing pipe running under 207<sup>th</sup> Ave NE that outfalls onto the property of 835 207<sup>th</sup> Ave NE and the installation of two new catch basins.

The work shall be completed within fifteen [15] working days after the commencement date stated in the Notice to Proceed. All bidding and construction shall be performed in compliance with the Contract Documents for this project and any addenda issued thereto which are on file at the office of the City Clerk, City Hall, City of Sammamish, Washington.

Proposals will be publicly opened and read aloud immediately following the above stated deadline for submitting. Proposals are to be submitted only on the form provided with the Specifications. All Proposals must be accompanied by a certified check, cashier's check, money order, or bid bond payable to the "City of Sammamish" of value not less than five percent (5%) of the total amount bid.

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

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

The City of Sammamish, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Lita Hachey,  
City Clerk

**Dates of Publication:**

Daily Journal of Commerce: Tuesday, March 26<sup>th</sup> and Tuesday, April 2<sup>nd</sup> 2024

Seattle Times: Tuesday, March 26<sup>th</sup> and Tuesday, April 2<sup>nd</sup> 2024

# **BIDDER'S CHECKLIST**

## **1. REQUIRED FORMS**

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

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

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

- \_\_\_\_\_ **List of Subcontractors**

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

- \_\_\_\_\_ **Statement of Bidder's Qualifications**
- \_\_\_\_\_ **Responsible Bidder Criteria**



## **2. AGREEMENT FORMS**

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

- a. Contract Agreement
- b. W-9 Request for Taxpayer Identification Number and Certification
- c. Contractor's Retainage Agreement
- d. Payment Bond
- e. 2 Year Maintenance Performance Bond

**PART 2**  
**PROPOSAL**

**PROPOSAL**

Honorable mayor and Council  
City of Sammamish  
801 228<sup>th</sup> Avenue NE  
Sammamish, WA 98075

This work provides for the placement of new storm drain pipe under 207<sup>th</sup> Ave NE, the installation of two new catch basins and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

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

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

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

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

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

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

The undersigned hereby agrees that the Owner reserves the right to award the contract to the lowest responsible, responsive bidder whose Proposal is in the best

**PROPOSAL – Continued**

\_\_\_\_\_  
Print Contractor Name

interest of the Owner. The Owner will determine at the time of award of the Project which additives, if any, will be included in the Contract.

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

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

Very Truly Yours,

\_\_\_\_\_  
Print Company Name

\_\_\_\_\_  
By (Print Name)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Place of Execution Date

**SCHEDULE OF PRICES**

**NOTE:**

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

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

<b>Item No.</b>	<b>Item With Unit Priced Bid</b>	<b>Approx. Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1	Minor Changes (SP 1-04.4(1))	1	EST	\$5,000.00	\$5,000.00
2	Roadway Surveying (SP 1-05.4)	1	LS		
3	Record Drawings (Minimum Bid \$500) (SP 1-05.18)	1	LS		
4	Mobilization (SP 1-09.7)	1	LS		
5	Project Temporary Traffic Control (SP 1-10.4(3))	1	LS		
6	Clearing and Grubbing (SP 2-01.5)	1	LS		
7	Sawcutting (SP 2-02.5)	200	LF		
8	Removal of Structures and Obstructions (SP 2-02.5)	1	LS		

**PROPOSAL – Continued**

Print Contractor Name \_\_\_\_\_

Item No.	Item With Unit Priced Bid	Approx. Quantity	Unit	Unit Price	Amount
9	Roadway Excavation Including Haul (SP 2-03.5)	10	CY		
10	Shoring and Trench Safety (SP 2-09.5)	1	LS		
11	Crushed Surfacing Base Course (SP 4-04.5)	70	TN		
12	Crushed Surfacing Top Course (SP 4-04.5)	5	TN		
13	Planing Bituminous Pavement (SP 5-04.3)	240	SY		
14	HMA for Overlay CL. 1/2 IN. PG 58H-22 (SP 5-04.5)	30	TN		
15	Commercial HMA CL. 1/2 IN. PG 58H-22 for Temporary Trench Patch (SP 5-04.5)	5	TN		
16	Commercial HMA CL. 1/2 IN. PG 58H-22 for Permanent Trench Patch (SP 5-04.5)	10	TN		
17	HMA Drainage Berm (SP 5-04.5)	80	LF		
18	DI Storm Pipe 12 In. Diam. (SP 7-04.5)	65	LF		
19	Storm Water Diversion (SP 7-04.5)	1	LS		
20	Catch Basin Type 1 (SP 7-05.5)	1	EA		
21	Catch Basin Type 2 (SP 7-05.5)	1	EA		
22	Connection to Drainage Structure (SP 7-05.5)	1	EA		
23	Foundation Gravel (As Necessary) (SP 7-08.5)	15	TON		
24	Potholing Existing Utilities (SP 7-08.5)	1	LS		
25	Temporary Erosion and Sediment Control (SP 8-01.5)	1	LS		
26	Property Restoration (SP 8-02.5)	1	LS		

**TOTAL CONSTRUCTION COST..... \$ \_\_\_\_\_**

**PROPOSAL – Continued**

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Print Contractor Name

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

**BID SECURITY FORM**

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

Sign here \_\_\_\_\_

Know All Men by These Presents:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Sammamish, as Obligee, in the penal sum of \_\_\_\_\_ Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

Received return of deposit in the sum of \$ \_\_\_\_\_



**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

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

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

**NOTE:**

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

**BIDDER INFORMATION AND SIGNATURE**

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

**207th Ave NE Culvert Repair Project**

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

\_\_\_\_\_  
Contractor (Firm Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name (Print) & Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date of Signing

\_\_\_\_\_  
Contractor's Washington State  
License Number

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

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

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

Name	Address

**PROPOSAL – Continued**

\_\_\_\_\_  
Print Contractor Name

IF SOLE PROPRIETOR OR PARTNERSHIP

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

IF CORPORATION

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

Attest:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Secretary

by \_\_\_\_\_

\_\_\_\_\_  
Title

Sworn to me before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Washington Residing at

\_\_\_\_\_

**NOTES:**

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

**PROPOSAL – Continued**

\_\_\_\_\_  
Print Contractor Name

**NON-COLLUSION AND DEBARMENT AFFIDAVIT**

\* STATE OF WASHINGTON )  
 )  
\*\* COUNTY OF \_\_\_\_\_)

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

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

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

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Bidder's Firm

\_\_\_\_\_  
Signature of Authorized Representative of Bidder

\_\_\_\_\_  
Printed Name of Authorized Representative of Bidder

\_\_\_\_\_  
Date

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

Dated \_\_\_\_\_

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

NOTE:

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

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



**SUBCONTRACTOR LIST**

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

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

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

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

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

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

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

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

**STATEMENT OF BIDDER’S QUALIFICATIONS**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Contact Person for this Project: \_\_\_\_\_

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

Gross dollar amount of work currently under contract: \_\_\_\_\_

Gross dollar amount of contracts currently not completed: \_\_\_\_\_

General character of work performed by the firm: \_\_\_\_\_

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

<b>Project Name</b>	<b>Amount</b>	<b>Owner</b>	<b>Phone</b>	<b>Engineer’s Name</b>

**PROPOSAL – Continued**

\_\_\_\_\_  
Print Contractor Name

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Bank Reference: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

If so, why? \_\_\_\_\_

\_\_\_\_\_

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

government? \_\_\_\_\_ For what reason? \_\_\_\_\_

\_\_\_\_\_

Disposition of case, if settled: \_\_\_\_\_

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

If yes, explain: \_\_\_\_\_

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

Yes: \_\_\_\_\_ No \_\_\_\_\_



**RESPONSIBLE BIDDER CRITERIA**

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

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

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

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

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

**PART 3**  
**CONTRACT DOCUMENT FORMS**

**AGREEMENT**

This agreement by and between the City of Sammamish, Washington, a municipal corporation of the State of Washington, hereinafter referred to as the "Owner", and [redacted]

hereinafter referred to as the "Contractor", witnesseth that in accordance with the terms and conditions of this Contract awarded the [redacted] day of [redacted], 20[redacted], the parties agree as follows:

**SECTION 1.** That the Contractor shall do or cause to be done all work and shall furnish or cause to be furnished all tools, materials, equipment, and labor necessary to construct

[redacted]

*Project Title*

in accordance with and as described in the bid submittal as attached to this executed contract, on file with the City Clerk, for the following awarded contract price which includes Washington State Sales and/or Use Tax:

**Awarded Contract Price \$** [redacted]

The Contractor shall provide and bear the expense of all equipment, material, 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 this contract and every part thereof, except such as are mentioned in the contract documents as furnished by the Owner.

**SECTION 2.** The parties shall be bound by the Constitution and Laws of the State of Washington, and the Ordinances, Rules and Regulations of the City of Sammamish, and by all applicable federal laws and government regulations, which provisions are incorporated by reference herein.

For the convenience of the parties of this Contract, it is mutually agreed that any claims or causes of action which the Contractor has against the Owner arising from this contract shall be brought within 180 calendar days from the completion date of the contract. It is further agreed by the parties that any such claims, disputes, or causes of action which cannot be resolved pursuant to the procedures set forth in the contract documents shall be brought only in the Superior Court of King County. 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.

By this reference, the provisions of the Washington State Department of Transportation and APWA [redacted] Standard Specifications for Road, Bridge and Municipal Construction (including

but not limited to the General Requirements section), as revised, supplemented or replaced by contract documents, shall apply to this project, which is the subject of this contract

**SECTION 3.** The Contractor shall comply with the indemnification and insurance requirements as identified in the Special Provisions, 1-07.18 - Insurance. The Contractor shall submit a Certificate of Insurance, naming the City of Sammamish as additional insured, that meets the requirements identified in Special Provision 1-07.18 at the time the Contractor returns the signed contract to the Owner.

**SECTION 4.** The payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW are hereby incorporated into this agreement.

**SECTION 5.** In accordance with Chapter 39.12 RCW and the contract documents, the Contractor shall pay, or cause to be paid to persons employed on or in connection with this work, not less than the prevailing rate of wage for an hour's work specified for the labor performed.

**SECTION 6.** The Contractor shall complete and submit to the Department of Labor and Industries, the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" forms. The "Statement of Intent to Pay Prevailing Wages" form(s) is required to be submitted to, and approved by, the State prior to the release of any payment. The "Affidavit of Wages Paid" form(s) is required to be submitted to, and approved by, the State prior to the release of any retainage.

**SECTION 7. Title VI Compliance**

(Appendix A – Title VI Assurances)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment

practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



(Appendix E – Title VI Assurances)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**SECTION 8.** The Contractor shall begin the work in the contract immediately after written Notice to Proceed has been issued to said Contractor by the Owner, and to carry said work on regularly and without interruption thereafter (unless the Owner shall otherwise, in writing, specifically direct) with such forces as to complete said work within

*working or calendar days*

after such notice to begin work, the time of beginning, rate of progress, and time of completion being essential and material provisions of the Contract.

**SECTION 9.** The Owner agrees to employ the Contractor to complete the work in accordance with the attached bid submittal and agrees to pay for the same according to the schedule of prices listed in the bid submittal form, at the time and in the manner and upon the conditions provided for in the Contract.

The Contractor shall inform all subcontractors who work on the project named in Section 1 of this Agreement of the manner and method of payment and the manner and method of measuring or computing the quantities of subcontracted work.

**SECTION 10.** The Contractor on behalf of his or her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants to which the Contractor is obligated under the terms of the contract.

**SECTION 11.** It is further provided that no liability shall attach to the Owner by reason of entering into this contract except as expressly provided herein.

**SECTION 12.** In the event of violation of any of these covenants or any provisions thereof, payment due from the Owner for any work done under the contract may be withheld until full

compliance therewith; that the work may be stopped or, at the discretion of the Owner the contract may be canceled and forfeited.

**SECTION 13.** Solely with respect to claims for indemnification under this contract, the Contractor waives, as to the Owner only, its immunity under Title 51 RCW. This Section has been negotiated by the parties as indicated by their initials below:

Contractor: \_\_\_\_\_ Owner: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective as of the day and year first above written.

**OWNER: CITY OF SAMMAMISH**

_____	_____
<b>By (Print Name):</b>	<b>Date</b>
_____	_____
<b>Signature</b>	<b>Title</b>

**CONTRACTOR NAME:** \_\_\_\_\_

_____	_____
<b>By (Print Name):</b>	<b>Date</b>
_____	_____
<b>Signature</b>	<b>Title</b>

For Office Use Only  
=====

Received by:

_____	_____
City Clerk	Date

Received by:

_____	_____
Contract Administrator	Date

**BARS #** \_\_\_\_\_

Approved as to form  
Kari Sand  
City Attorney  
March 19, 2022



## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>								
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<b>Employer identification number</b>								
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### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



801 228th Avenue SE • Sammamish, WA 98075  
Phone: 425-295-0500 • Fax: 425-295-0600  
[www.sammamish.us](http://www.sammamish.us)

### CONTRACTOR'S RETAINAGE AGREEMENT

#### IDENTIFICATION AND DESCRIPTION

Project Title: \_\_\_\_\_

Contractor: \_\_\_\_\_

Representative: \_\_\_\_\_

Bid No.: \_\_\_\_\_ Date: \_\_\_\_\_ City

Clerk: \_\_\_\_\_

City Council Award Date: \_\_\_\_\_

#### CONTRACTOR'S INSTRUCTIONS

Pursuant to R.C.W. 60.28.01 0 I hereby notify the City of Sammamish of my instructions to:  
 invest                       not to invest the retainage withheld under the terms of this contract.

Type of Investment: \_\_\_\_\_

#### RETAINAGE FORMULA

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

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

Contractor: \_\_\_\_\_ Date \_\_\_\_\_

Firm Name

By \_\_\_\_\_ Title \_\_\_\_\_

Signature

Address: \_\_\_\_\_

#### CITY APPROVAL

Approval of Investment Program and Retainage Agreement

Phone: \_\_\_\_\_

Finance Department \_\_\_\_\_ Date \_\_\_\_\_

Federal ID #: \_\_\_\_\_

**PAYMENT BOND**

**to City of Sammamish, Washington**

**Bond No.** \_\_\_\_\_

The City of Sammamish, Washington has awarded to

\_\_\_\_\_ (Principal), a

contract for the construction of the project on \_\_\_\_\_, designated as

\_\_\_\_\_

Contract No. \_\_\_\_\_ in Sammamish, Washington (Contract), and said Principal under the terms of that Contract to furnish a payment bond in accord 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 of Sammamish, in the sum of \_\_\_\_\_ US

Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

The 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 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

Local Office/Agent for Surety

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City    State    Zip

\_\_\_\_\_  
Phone Number

Approved as to form  
Lisa M. Marshall  
Attorney, City of Sammamish  
Date: August 14, 2020  
Approval on File  
\\chfs001\share\CONTRACT ADMINISTRATOR\Contract Revision Attorney Approval Emails

**PERFORMANCE BOND**

**to City of Sammamish, Washington**

**Bond No.** \_\_\_\_\_

The City of Sammamish, Washington has awarded to

\_\_\_\_\_ (Principal), a contract for the construction of the project designated as

\_\_\_\_\_ Contract No. \_\_\_\_\_ in Sammamish, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract awarded

\_\_\_\_\_ 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 of Sammamish, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

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.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by them undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects, faithfully perform said contract according to law, and shall further indemnify, save harmless and reimburse said from and for any defect or defects in any of the workmanship or materials, entering into any part of the work of the contractor performed pursuant to this contract, which shall develop or be discovered within two years after the final acceptance of said contract, then this obligation to be void,

otherwise to remain in full force and effect, provided, the liability hereunder for defects in materials or workmanship for a period of two years after the acceptance of the work shall not exceed the sum of ten percent (10%) of the amount hereinabove set forth as the penal sum of this Bond.

IN WITNESS WHEREOF, the said Principal and the said Surety have caused this bond and one additional counterpart thereof to be signed and sealed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. 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

Local Office/Agent for Surety

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Number

Approved as to form  
Lisa M. Marshall  
Attorney, City of Sammamish  
Date: August 14, 2020  
Approval on File  
\\chfs001\share\CONTRACT ADMINISTRATOR\Contract Revision Attorney Approval Emails

**PART 4**  
**SPECIAL PROVISIONS**





## INTRODUCTION TO THE SPECIAL PROVISIONS

*(August 14, 2013 APWA GSP)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2023 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 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 either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. Project-specific Special Provisions are labeled as “\*\*\*\*\*” under the header. For example:

*(March 8, 2013 APWA GSP)*  
*(April 1, 2013 WSDOT GSP)*  
*(December 31, 2016 City of Sammamish)*  
*(\*\*\*\*\* Project Specific Special Provisions)*

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- *City of Sammamish Public Works Standards (CSPWS) - 2016*
- *King County Department of Transportation Road Services Division Design and Construction Standards (KCRS) - 2016*
- *Sammamish Plateau Water and Sewer District Standards (SPWSD) - 2017*

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

*This page intentionally left blank.*

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# DIVISION 1 - GENERAL REQUIREMENTS

## DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for the placement of new storm drain pipe under 207th Ave NE, the installation of two new catch basin and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

## 1-01 DEFINITIONS AND TERMS

### 1-01.3 Definitions

(January 4, 2016 APWA 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.

##### ***Notice to Proceed Date***

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

##### ***Substantial Completion Date***

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

##### ***Physical Completion Date***

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

##### ***Completion Date***

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

##### ***Final Acceptance Date***

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

Supplement this Section with the following:

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

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

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

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

**Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for “Contract.”

**Contract Time**

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

**Drawings**

See definition for “Contract Plans.”

**Notice of Award**

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

**Notice to Proceed**

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

**Traffic**

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

**1-02 BID PROCEDURES AND CONDITIONS**

**1-02.1 Prequalification of Bidders**

Delete this section and replace it with the following:

**1-02.1 Qualifications of Bidder**

*(January 24, 2011 APWA GSP)*

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

**1-02.2 Plans and Specifications**

*(June 27, 2011 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:

<b>To Prime Contractor</b>	<b>No. of Sets</b>	<b>Basis of Distribution</b>
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.

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

**1-02.4(1) General**

*(August 15, 2016 APWA GSP Option B)*

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

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of

business 3 business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

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

*(March 8, 2013 APWA GSP)*

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

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

**1-02.5 Proposal Forms**

*(July 31, 2017 APWA GSP)*

Delete this section and replace it with the following:

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

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

**1-02.6 Preparation of Proposal**

*(December 10, 2020 APWA GSP, Option B)*

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

### **1-02.9 Delivery of Proposal**

*(October 1, 2020 APWA GSP, Option A)*

Delete this section and replace it with the following:

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

To be considered responsive on a FHWA-funded project, the Bidder may be required to submit the following items, as required by Section 1-02.6:

- DBE Written Confirmation Document from each DBE firm listed on the Bidder's completed DBE Utilization Certification (WSDOT 272-056)
- Good Faith Effort (GFE) Documentation
- DBE Bid Item Breakdown (WSDOT 272-054)
- DBE Trucking Credit Form (WSDOT 272-058)

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received **no later than 48 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.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. 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, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

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

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

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

**1-02.13 Irregular Proposals**  
(October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
  - A. The Bidder is not prequalified when so required;
  - B. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
  - C. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - D. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;

- E. A price per unit cannot be determined from the Bid Proposal;
- F. The Proposal form is not properly executed;
- G. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
- H. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
- I. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
- J. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
- K. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
- L. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
- M. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- N. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:

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

**1-02.14 Disqualification of Bidders**

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

Delete this section and replace it with the following:

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

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

1. **Delinquent State Taxes**

- A. **Criterion:** The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 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 does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

- A. **Criterion:** The Bidder shall not currently be debarred or suspended by the Federal government.
- B. **Documentation:** The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database ([www.sam.gov](http://www.sam.gov)).

3. **Subcontractor Responsibility**

- A. **Criterion:** The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and 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 terms of construction related contracts

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder 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 the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. 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 AWARD AND EXECUTION OF CONTRACT**

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

Revise the first paragraph to read:

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

**1-03.1(1) Identical Bid Totals**  
(January 4, 2016 APWA GSP)

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will

be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

### **1-03.3 Execution of Contract**

*(October 1, 2005 APWA GSP)*

Revise this section to read:

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

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

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of five (5) additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

### **1-03.4 Contract Bond**

*(July 23, 2015 APWA GSP)*

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
  - A. Is registered with the Washington State Insurance Commissioner, and
  - B. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
  - A. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
  - B. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

### **1-03.7 Judicial Review**

*(November 30, 2018 APWA GSP)*

Revise this section to read:

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

## **1-04 SCOPE OF THE WORK**

### **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda**

*(December 10, 2020 APWA GSP)*

Revise the second paragraph to read:

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



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

#### **1-04.4(1) Minor Changes**

(\*\*\*\*\*)

Section 1-04.4(1), including title, is revised to read as follows:

##### **1-04.4(1) Unexpected Site Changes**

Payments or credits for changes amounting to \$5,000 or less may be made under the Bid item "Minor Changes." At the discretion of the Engineer, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes.

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

Payments may be determined in accordance with Section 1-09.6 or negotiated prior to completing the work. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount for "Minor Changes" in the Proposal to become a part of the total Bid by the Contractor. Credits will be determined in accordance with Section 1-09.4.

"Minor Changes", per estimate.

To provide a common basis for all bidders, the City has established in the proposal a dollar value for all items to be paid by "Minor Changes." All such items are to become a part of the Contractor's total bid. However, the City does not warrant expressly or by implication that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by the Engineer.

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

*(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)*

Supplement this section with the following:

The quantities for "Roadway Excavation Including Haul", "Crushed Surfacing Base Course", and "Crushed Surfacing Top Course", have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined

in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

*(July 23, 2015 APWA GSP, Option A; may not be used on FHWA-funded projects)*

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than \$25,000. In that case, payment for contract work may be adjusted as described herein.

## **1-05 CONTROL OF WORK**

### **1-05.4 Conformity With and Deviations from Plans and Stakes**

Supplement this section with the following:

#### **Bridge and Structure Surveys**

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

For all structural work such as bridges and retaining walls, the Contractor shall retain as a part of Contractor's organization an experienced team of surveyors.

The Contractor shall provide all surveys required to complete the structure, except the following primary survey control which will be provided by the Engineer:

1. Centerline or offsets to centerline of the structure.
2. Stations of abutments and pier centerlines.
3. A sufficient number of bench marks for levels to enable the Contractor to set grades at reasonably short distances.
4. Monuments and control points as shown in the Plans.

The Contractor shall establish all secondary survey controls, both horizontal and vertical, as necessary to assure proper placement of all project elements based on the primary control points provided by the Engineer. Survey work shall be within the following tolerances:

Stationing	± 0.01 foot
Alignment	± 0.01 foot (between successive points)
Superstructure Elevations	± 0.01 foot (from plan elevations)
Substructure Elevations	± 0.05 foot (from plan elevations)

During the progress of the work, the Contractor shall make available to the Engineer all field books including survey information, footing elevations, cross sections and quantities.

The Contractor shall be fully responsible for the close coordination of field locations and measurements with appropriate dimensions of structural members being fabricated.

**Contractor Surveying – Roadway**  
(August 7, 2017 WSDOT GSP)

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

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

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

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

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

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

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5

feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.

4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor.
5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

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

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

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

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

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

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

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

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

**Payment**

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

"Roadway Surveying", lump sum.

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

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

Supplement this section with the following:

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

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

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

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

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

**1-05.11 Final Inspection**

Delete this section and replace it with the following:

**1-05.11 Final Inspections and Operational Testing**  
(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 therefor.

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

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

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

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

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

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

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the

contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

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

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

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

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

**1-05.12 Final Acceptance**

Add the following new section:

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

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

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



corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

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

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

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

*(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

**Cooperation with Other Contractors (1-05.14)**

Section 1-05.14 is supplemented with the following:

***(March 13, 1995)***

***Other Contracts Or Other Work***

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

Utility Companies may choose to select their own forces or contractors to perform work on their facilities impacted by work performed as part of this Contract:

Utility Companies with facilities located within the work area are:

- \*\*\* Sammamish Plateau Water and Sewer District \*\*\*
- \*\*\* Puget Sound Energy\*\*\*
- \*\*\* Comcast Cable \*\*\*
- \*\*\* Verizon \*\*\*
- \*\*\* CenturyLink (Lumen)\*\*\*
- \*\*\* Williams Pipeline \*\*\*

*(\*\*\*\*\*)*

The Contractor shall coordinate work with the garbage and waste recycling collection contractors so that collection services to property owners are not interrupted by work for this Contract. If the Engineer determines it to be necessary, hours or work will be reduced on collection days to allow for collection services. No additional compensation will be allowed if the working hours are reduced on the days of waste and recycling collection.

Republic Service Contact

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

*(March 25, 2009 APWA GSP)*

Revise the second paragraph to read:

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

Add the following new section:

### **1-05.16 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.

**1-05.17 Oral Agreements**  
(October 1, 2005 APWA GSP)

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

Add the following new section:

**1-05.18 Record Drawings**  
(March 8, 2013 APWA GSP)

The Contractor shall maintain one set of full size plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 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 kept on site at the Contractor's field office, and 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.

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 or Field Order.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

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

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

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

**Making Entries on the Record Drawings:**

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
  - Additions - Red
  - Deletions - Green
  - Comments - Blue
  - Dimensions- Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- 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 certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following bid item:

Record Drawings (Minimum Bid \$500)	Lump Sum
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Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

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

## **1-06 CONTROL OF MATERIAL**

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

*(June 2006 City of Sammamish)*

Section 1-06.1 is supplemented with the following:

1. Within these Contract Documents, certain items are specified by brand, style, trade name, or manufacturer in order to set forth a standard of quality, and/or preference by the Contracting Agency. It is not the intent of these Specifications to exclude other processes or materials of a type and quality equal to those designated.
2. Whenever a manufacturer's name, brand, or item designation is given, it shall be understood that the words "or equal" follow such name or designation whether in fact they do so or not.
3. The phrase "or equal" is not to be construed to mean that material or equipment will be necessarily approved as equal by the Engineer; any such approval shall only be effective when the item has been specifically approved in advance and in writing by the Engineer.
4. No additional compensation or extension of time will be allowed the Contractor for any changes required to adopt substituted materials or equipment.

### **1-06.1(4) Fabrication Inspection Expense**

*(June 27, 2011 AWPA GSP)*

Delete this section in its entirety.

## **1-06.4 Handling and Storing Materials**

### **1-06.4(1) On-Site Storage (New Section)**

*(June 2006 City of Sammamish)*

Section 1-06.4(1) is added as follows:

The Contractor shall store all equipment and materials in a safe and suitable place in accordance with the Manufacturer's recommendations. Materials shall be covered or wrapped to protect them from moisture, dust and deterioration as required. All on-site storage areas shall be approved in advance by the Engineer.

### **1-06.4(2) Off-Site Storage (New Section)**

*(June 2006 City of Sammamish)*

Section 1-06.4(2) is added as follows:

The Contractor may be required to provide off-site storage of equipment and materials to enable construction to occur at the construction site. The Contractor has full responsibility to secure all off-site storage areas, if needed, and shall include the costs for providing such storage areas in the Contract Bid Proposal for the individual equipment and material items requiring offsite storage. All off-site storage areas shall be fenced, secure and have access restricted or withheld from the General Public.

**1-06.6 Recycled Materials**  
(January 4, 2016 APWA GSP)

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

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

**1-07.1 Laws to be Observed**  
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

**1-07.2 State Taxes**

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

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

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

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

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

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

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

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

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

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

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

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

**1-07.2(3) Services**

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

**1-07.5 Environmental Regulations**

**1-07.5(1) General**

*(June 2006 City of Sammamish)*

Supplement this Section with the following:

The Contractor’s attention is directed to Section 1-07.5 in its entirety, in addition to the following. The Contractor shall provide for the flow of all watercourses, including streams, ditches, drains, and sewers intercepted during the progress of the Work and shall completely restore the same in as good condition as found or shall make such final provisions for restoration as the Contracting Agency may require. The Contractor shall not obstruct the flow of water but shall use all proper measures to provide for the free passage of surface water.

The Contractor shall make provisions to take care of all surplus water, mud, silt, slickings, or other runoff pumped from excavations or resulting from sluicing or other operations and shall be responsible for any damage of whatever nature resulting from failure to provide for the adequate control of runoff.

No direct payment shall be allowed for the above Work. Payment for the cost thereof shall be included in the prices Bid for the various items which comprise the Contract Work.

**Other Permits**

Contractor shall obtain all required permits necessary to complete the work.

**1-07.9 Wages**

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

*(January 3, 2020 APWA GSP)*

Delete this section and replace it with the following:

**General**

All “Statements of Intent to Pay Prevailing Wages”, “Affidavits of Wages Paid” and Certified Payrolls, including a signed Statement of Compliance for Federal-aid



projects, shall be submitted to the Engineer and the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

### **Intents and Affidavits**

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

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

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

### **Certified Payrolls**

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

### **Penalties for Noncompliance**

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

### **1-07.11 Requirements for Nondiscrimination**

*(July 18, 2016 APWA GSP, Option C)*

Supplement this section with the following:

#### ***Voluntary Minority, Small, Veteran and Women's Business Enterprise (MSVWBE) Participation***

##### **General Statement**

Voluntary goals for minority, small, veteran and women business enterprises are included in this Contract. The Contractor is encouraged to utilize MSVWBEs in accordance with these Specifications, RCW 39.19 and Executive Order 13-01 (issued by the Governor of Washington on May 10, 2013).

No preference will be included in the evaluation of the Contractor’s Proposal or Bid; no minimum level of MSVWBE participation is required as a condition of award or completion of the Contract; and a Proposal or Bid will not be rejected or considered non-responsive on that basis.

The goals are voluntary and outreach efforts to provide MSVWBEs maximum practicable opportunities are encouraged.

**Non-Discrimination**

Contractors shall not create barriers to open and fair opportunities for all businesses, including MSVWBEs, to participate in the Work on this Contract. This includes the opportunity to compete for subcontracts as sources of supplies, equipment, construction or services.

The Contractor shall make Voluntary MSVWBE Participation a part of all subcontracts and agreements entered into as a result of this Contract.

**Voluntary MSVWBE Participation Goals**

Goals for voluntary MSVWBE participation have been established as a percentage of Contractor’s total Bid amount.

The Contracting Agency has established the following voluntary goals:

Minority	10%
Small	5%
Veteran	5%
Women	6%

Amounts paid to an MSVWBE will be credited to every voluntary goal in which they are eligible. In other words participation may be credited for participation in more than one category. If the Contractor is a MSVWBE their Work will be credited to the voluntary goals in which they are eligible.

**Definitions**

**Minority Business Enterprise (MBE)** – A minority owned business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State Office of Minority & Women’s Business Enterprises.

**Small Business** – A business meeting the Washington State requirements for a “Small business”, “Minibusines” or “Microbusiness as defined in RCW 39.26.010 and included on the WSDOT Office of Equal Opportunity list of Small Businesses at <http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm>

**Veteran Business** – A veteran owned business meeting the requirements of RCW 43.60A.010 and included on the WSDOT Office of Equal Opportunity list of Veteran Businesses at <http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm>

**Women Business Enterprise (WBE)** – A women owned business meeting the requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State Office of Minority & Women’s Business Enterprises.

### **MSVWBE Inclusion Plan**

A MSVWBE Inclusion Plan shall be submitted to the Engineer prior to the start of Work on the project. The plan is submitted for the Contracting Agency's information. Approval of the plan is not required; an incomplete plan will be returned for correction and resubmittal. The plan shall include the information identified in the guidelines at <http://www.wsdot.wa.gov/EqualOpportunity/MSVWBE.htm>.

### **MSVWBE Reporting**

An end of project Report of Amounts Paid to MSVWBEs shall be submitted to the Engineer after Physical Completion of the Contract. The end of project report is due 20 calendar days after the physical completion of the project has been issued.

The end of project report shall include payments to all eligible businesses regardless of their listing on the MSVWBE Inclusion Plan. If the Contractor is a MSVWBE the amounts paid by the Contracting Agency for Work performed by the Contractor shall also be reported.

### **MSVWBE Payment**

All costs for implementation of the requirements for Voluntary MSVWBE Participation shall be included in the associated items of Contract Work.

## **1-07.15 Temporary Water Pollution Prevention Plan**

### **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**

(\*\*\*\*\*)

Section 1-07.15(1) is supplemented with the following:

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

All costs involved in the Temporary Water Pollution Prevention Plan shall be included in the bid item "Temporary Erosion and Sediment Control."

## **1-07.16 Protection and Restoration of Property**

### **1-07.16(1) Private/Public Property**

*(June 2006 City of Sammamish)*

Section 1-07.16(1) shall be supplemented with the following:

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

Along the street to be improved, there are privately owned improvements on the

properties abutting the right-of-way. Even though all reasonable precaution is to be taken by the Contractor, these improvements may in some instances be damaged. In the event such occurs, and claims for damages are filed by the individuals, the Contracting Agency will request that the Contractor give evidence that he has requested his insurance company to make personal contact with the claimant. Any settlement for insurance claims shall be strictly an act restricted to the claimant, the Contractor and his insurance company.

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

**1-07.16(3) Fences, Mailboxes, Incidentals**

Supplement this section with the following:

The Contractor shall coordinate construction activities with the affected local branch of the United States Post Office, including relocation of mailboxes. Contact information is as follows:

Zip Code 98074 Deliveries  
Attn: Rich Miele  
Phone: (425) 885-0207  
Email: rich.miele@usps.gov

Lock Boxes/Growth Management  
Attn: John Snyder  
Phone: (425) 885-0252  
Email: [john.snyder@usps.gov](mailto:john.snyder@usps.gov)

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

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

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

*(April 2020, City of Sammamish)*

**Indemnification / Hold Harmless**

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the

Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

#### **A. Insurance Term**

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

#### **B. No Limitation**

The 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 City's recourse to any remedy available at law or in equity.

#### **C. Minimum Scope of Insurance**

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be **at least as broad** as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. 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 endorsement providing **at least as broad** coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City and Sammamish Plateau Water shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

#### **D. Minimum Amounts of Insurance**

The Contractor shall maintain the following insurance limits:

4. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

5. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
6. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the Contract is completed.

The City and Sammamish Plateau Water shall be named by endorsement as additional insureds on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this Contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this Contract. Coverage certified to the City under this paragraph must be maintained in minimum amounts of \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

#### **E. City Full Availability of Contractor Limits**

If the Contractor maintains higher insurance limits than the minimums shown above, the City and Sammamish Plateau Water shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

#### **F. Other Insurance Provision**

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City and Sammamish Plateau Water. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

#### **G. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

#### **H. Verification of Coverage**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

#### **I. Subcontractors' Insurance**

The Contractor shall cause each and every Subcontractor 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 the City and Sammamish Water Plateau is an additional insured on each and every Subcontractor's Commercial General liability insurance policy 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.

#### **J. Notice of Cancellation**

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

#### **K. Failure to Maintain Insurance**

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

### **1-07.23 Public Convenience and Safety**

(\*\*\*\*\*)

Section 1-07.23 is supplemented with the following:

The Contractor shall notify all property owners and tenants of street and alley closures, or other restrictions which may interfere with their access. Notification shall be at least forty-eight (48) hours in advance of such restrictions. When an existing access is to be eliminated and replaced under the Contract by other access, the existing access shall not be closed until the replacement access is available.

All unattended excavations shall be properly covered, barricaded, or fenced. Any asphalt concrete pavement, crushed surfacing, gravel base, or water, required for maintaining traffic during the project, shall be placed by the Contractor immediately upon request by the Contracting Agency. Steel plates are allowed overnight except over the weekends. Steel plates must be secured and supported properly, pinned, shimmed, welded, and cold mix asphalt transitions added to prevent movement and provide smooth transitions with the appropriate traffic warning signs. No payment will be made if steel plates are used.

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

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

*(June 2006 City of Sammamish)*

Supplement this section with the following:

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

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

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

**Work Zone Clear Zone**

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work



operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

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

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

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:

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

**Minimum Work Zone Clear Zone Distance**

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

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the

private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

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

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

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

## **1-08 PROSECUTION AND PROGRESS**

Add the following new section:

### **1-08.0 Preliminary Matters** (May 25, 2006 APWA GSP)

Add the following new section:

#### **1-08.0(1) Preconstruction Conference** (October 10, 2008 APWA GSP)

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

1. To review the initial progress schedule;

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

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

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

(\*\*\*\*\*)

Section 1-08.0(1) is supplemented with the following:

The Contractor shall also prepare and submit a preliminary Type B Progress Schedule in accordance with Section 1-08.3(2)B at or prior to the preconstruction conference.

Add the following new section:

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

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

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 48 hours prior to the day(s) the Contractor is requesting to change the hours.

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for

Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)

2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

Add the following new section:

**1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**

*(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)*

Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than an 8-hour work shift on a regular working day, as defined in the Standard Specifications, such work shall be considered as overtime work. On all such overtime work an inspector will be present, and a survey crew may be required at the discretion of the Engineer. In such case, the Contracting Agency may deduct from amounts due or to become due to the Contractor for the costs in excess of the straight-time costs for employees of the Contracting Agency required to work overtime hours.

The Contractor by these specifications does hereby authorize the Engineer to deduct such costs from the amount due or to become due to the Contractor.

**1-08.1 Subcontracting**

*(December 19, 2019 APWA GSP, Option A)*

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

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

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

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress payment until every Subcontractor and lower tier Subcontractor's retainage has been released.

The ninth paragraph, beginning with "On all projects, ..." is revised to read:

The Contractor shall certify to the actual amount received from the Contracting Agency and amounts paid to all firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This includes all Disadvantaged, Minority, Small, Veteran or Women's Business Enterprise firms. This Certification shall be submitted to the Engineer on a monthly basis each month between Execution of the Contract and Physical Completion of the Contract using the application available at: <https://wsdot.diversitycompliance.com>. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.

### **1-08.3 Progress Schedule**

#### **1-08.3(2)B Type B Progress Schedule**

*(March 13, 2012 APWA GSP)*

Revise the first paragraph to read:

The Contractor shall submit a preliminary Type B Progress Schedule at or prior to the preconstruction conference. The preliminary Type B Progress Schedule shall comply with all of these requirements and the requirements of Section 1-08.3(1), except that it may be limited to only those activities occurring within the first 60-working days of the project.

Revise the first sentence of the second paragraph to read:

The Contractor shall submit four (4) copies of a Type B Progress Schedule depicting the entire project no later than 21-calendar days after the preconstruction conference.

(\*\*\*\*\*)

Section 1-08.3(2)B is supplemented with the following:

All costs for providing Type B Progress Schedules are considered incidental to other items of Work in the Contract.

### **1-08.4 Prosecution of Work**

Delete this section and replace it with the following:

#### **1-08.4 Notice to Proceed and Prosecution of Work**

*(July 23, 2015 APWA GSP)*

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

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

#### **1-08.5 Time for Completion**

*(November 30, 2018 APWA GSP, Option A)*

Revise the third and fourth paragraphs to read:

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

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

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and

2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - A. Certified Payrolls (per Section 1-07.9(5)).
  - B. Material Acceptance Certification Documents
  - C. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - D. Final Contract Voucher Certification
  - E. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
  - F. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the 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).
  - G. Property owner releases per Section 1-07.24

### **1-08.9 Liquidated Damages**

(\*\*\*\*\*)

Replace this section with the following:

Refer to 2023 WSDOT Standard Specifications, Section 1-08.9, Liquidated Damages.

### **1-08.10 Termination of Contract**

#### **1-08.10(2) Termination for Public Convenience**

*(June 2006 City of Sammamish)*

Section 1-08.10(2) is deleted and replaced with the following:

The Contracting Agency may by written notice terminate this Contract at any time in whole or in part, without cause, and except where termination is due to Contractor's default, the Contracting Agency shall pay the Contractor that portion of the Contract price corresponding to the work completed to the Contracting Agency's satisfaction, together with reasonable costs, as determined in the sole discretion of the Engineer, necessarily incurred by the Contractor in terminating the remaining portion of work, less any payments made before termination. In no event shall the Contracting Agency be required to pay the Contractor any amounts aggregating in excess of the Contract Price, nor shall Contracting Agency be required to pay Contractor any amount for lost anticipated profits on work which is not performed as a result of termination.

#### **1-08.10(3) Termination for Public Convenience Payment Request**

*(June 2006 City of Sammamish)*

Section 1-08.10(3) is deleted.

**1-08.10(4) Payment for Termination for Public Convenience**

*(June 2006 City of Sammamish)*

Section 1-08.10(4) is deleted.

**1-09 MEASUREMENT AND PAYMENT**

**1-09.1 Measurement of Quantities**

*(\*\*\*\*\*)*

*Supplement this Section with the following:*

Concrete and truck tickets shall be delivered to the Contracting Agency or its representative within four (4) hours of delivery of material to the job site. If the Contracting Agency's office is closed, tickets will be delivered to the City Police Department, with a message for said tickets to be delivered to the Contracting Agency. Truck tickets not delivered within the specified time shall constitute grounds for rejection by the Contracting Agency. In resolving discrepancies or conflicts regarding crushed rock or asphalt tickets, the Contracting Agency shall use 1.90 tons per compacted cubic yards of crushed rock and 2.05 tons per compacted cubic yards for asphaltic concrete.

*Add the following term to this Section:*

Incidental Items

Any materials, equipment, or work that is required to complete the project as shown on the Plans, in the specifications, applicable building codes, and not specifically listed in the Proposal, shall be considered incidental to the project and bid items, except for adequate safety systems in accordance with RCW 49.17 for trenches exceeding four (4) feet in depth.

**1-09.3 Scope of Payment**

*(June 2006 City of Sammamish)*

Section 1-09.3 is supplemented with the following:

The Contractor shall, whenever so requested, give the Contracting Agency and/or the Engineer access to all invoices, bills of lading and other records relating to the Work, and shall, without charge therefore, provide measures and scales with adequate capacity for and assistance for measuring or weighing any of the materials.

**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.

*(June 2006 City of Sammamish)*

Prior to performing force account work, the Contractor shall submit to the Engineer an Equipment List containing pertinent information as to the type of equipment to be used, i.e., make, model, year, horse-power, serial numbers, optional attachments, capacity, etc., and the current equipment rental rates for such equipment. No force account payment will be made until the Engineer has received the completed Equipment List.

**1-09.7 Mobilization**

*(December 10, 2020 APWA GSP)*

Delete this Section and replace it with the following:

Mobilization consists of preconstruction expenses and the costs of preparatory Work and operations performed by the Contractor which occur before 10 percent of the total original amount of an individual Bid Schedule is earned from other Contract items on that Bid Schedule. Items which are not to be included in the item of Mobilization include but are not limited to:

1. Any portion of the Work covered by the specific Contract item or incidental Work which is to be included in a Contract item or items.
2. Profit, interest on borrowed money, overhead, or management costs.
3. Any costs of mobilizing equipment for force account Work.

Based on the lump sum Contract price for "Mobilization", partial payments will be made as follows:

1. When 5 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 50 percent of the Bid Item for mobilization on that original Bid Schedule, 5 percent of the total of that original Bid Schedule, or 5 percent of the total original Contract amount, whichever is the least, will be paid.
2. When 10 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 100 percent of the Bid Item for mobilization on that original Bid Schedule, 10 percent of the total of that original Bid Schedule, or 10 percent of the total original Contract amount, whichever is the least, will be paid.
3. When the Substantial Completion Date has been established for the project, payment of any remaining amount Bid for mobilization will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

*(\*\*\*\*\*)*

Section 1-09.7 is supplemented with the following:

## **Photographs**

The Contractor shall be required to provide preconstruction photographs of all of the construction corridors. The photographs shall provide complete coverage of all features along the routes, and, in no event, shall be more than 50 feet apart.

Before construction may start in any section photographs in 8-inch x 10-inch color glossy prints format, together with the negative, shall be delivered to the Engineer. Photographs taken on the roadways where work is to be done in or along the roadway shall have been given special attention to depict existing pavement condition, edge of pavement, and shoulders, private property frontages and landscaping or other features to be preserved. The photographs shall be of a commercial quality, and shall indicate on the front of each glossy print; the date, contract number, name of work, and the location where the photograph was taken.

Digital photographs delivered on a USB Digital Storage Device may be an acceptable substitute if they are of sufficient detail to show the features described above and are labeled with the exact location of each photo image.

The cost of providing preconstruction photographs shall be considered as incidental to the Mobilization bid item.

## **1-09.9 Payments**

*(March 13, 2012 APWA GSP)*

Supplement this section with the following:

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

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

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

## **1-09.11 Disputes and Claims**

### **1-09.11(3) Time Limitation and Jurisdiction**

*(November 30, 2018 APWA GSP)*

Revise this section to read:

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

Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

### **1-09.13 Claims Resolution**

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

Delete this section and replace it with the following:

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

#### **1-09.13(3)A Administration of Arbitration** *(January 19, 2022 APWA GSP)*

Revise the third paragraph to read:

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

## **1-10 TEMPORARY TRAFFIC CONTROL**

### **1-10.1 General** *(\*\*\*\*\*)*

This section is supplemented with the following:

The Contractor shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public, and the Contractor shall have under construction no greater length or amount of Work than the Contractor can prosecute properly with due regards to the rights of the public. The Contractor shall not open up sections of the Work and leave them unfinished, but rather, the Work shall be finished as it proceeds, insofar as practicable. The Contractor shall further note that daily cleanup, waste haul, pavement restoration requirements, etc., are also important and are required as further noted herein.

All public traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible. The Contracting Agency will not furnish flaggers or any devices for the control of traffic.

The Contractor shall keep all existing roads, temporary detour roadway, and streets

adjacent to or within the limits of the project open and maintained in a good and safe condition for traffic at all times unless otherwise specified herein or approved by the Contracting Agency. The Contractor shall promptly remove any deposits or debris and shall repair any damage resulting from its operations. Trenches shall be completely backfilled and capped with approved asphalt mix or be steel plated with appropriate traffic warning signs (suitable for HS-20 loading) at the end of each day. Steel plates are allowed overnight except over the weekends. Steel plates must be secured and supported properly, pinned, shimmed, welded, and cold mix asphalt transitions added to prevent movement and provide smooth transitions. No payment will be made if steel plates are used. Temporary patching of pavement cuts with an approved asphalt concrete mix shall be completed prior to opening to traffic. Temporary patches shall be maintained in a "smooth" condition by the Contractor at all times and checked on a daily basis. Temporary striping shall be provided.

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

Upon completion of trench backfilling and compaction and prior to opening to vehicular traffic, all trenches shall be brought to a smooth, even condition free of bumps and depressions, satisfactory for the use of public traffic with steel plates, controlled density fill, or approved temporary asphalt mix, as required per these Special Provisions.

Roadways, streets and driveways, including sidewalks, shall be swept clean at the conclusion of each day's operations and at such other times to insure the safety of the traveling public and to prevent inconvenience to the public and owners of private property adjacent to the project.

The Contracting Agency reserves the right to restrict the Contractor to various streets and times of construction during the entire project; all costs of which shall be included in other pay items involved on the project.

The Contractor shall be responsible for constructing, furnishing, placing, and maintaining all barricades, warning lights, and related traffic control signs, and for the furnishing of all flag persons, equipment for flag persons, pilot cars, and labor for traffic control as necessary and in accordance with the traffic control plan(s), modified traffic control plan(s), or temporary access plan(s) approved by the Engineer. If a modification to traffic control is deemed necessary by the Engineer, the Contractor shall immediately implement any requested modification(s). The need for flashing warning lights shall be as determined by the Engineer.

The Contractor shall patrol the traffic control area at the beginning of the work day, twice during the work day, at the end of the work day, and more often if necessitated to reset all disturbed or missing signs and traffic control devices or immediately re-furnish such items if they have been stolen or permanently damaged. All control signs

necessary for nighttime traffic control shall be effective and have flashing lights installed to enhance visibility.

A non-motorized access route through the work area shall be maintained by the Contractor at all time during construction.

*Upon failure of the Contractor to provide immediately such flaggers and provide, erect, maintain, and remove such signs when ordered to do so by the Contracting Agency, the Contracting Agency shall be at liberty, without further notice to the Contractor or its Surety, to provide the necessary flaggers, and labor to erect, maintain, install and/or remove barricades and lights and to erect, maintain and remove additional signs and deduct all of the costs thereof from any payments due or coming due the Contractor.*

## **1-10.2 Traffic Control Management**

### **1-10.2(1) General**

*(December 1, 2008)*

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

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

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

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

The American Traffic Safety Services Association  
Training Department  
15 Riverside Parkway, Suite 100  
Fredericksburg, VA 22406-1022  
(877) 642-4637 (Toll Free)  
(540) 368-1701

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

*(June 2006 City of Sammamish)*

The first paragraph is revised to read:

The Contractor shall prepare a Traffic Control Plan showing a method of handling traffic through the work areas conforming to the Contractor's method of construction sequencing. This plan shall be prepared in accordance with the latest issue of the MUTCD, WSDOT Standard Plans and these Specifications. All construction signs,

flaggers, spotters, and other traffic control devices are to be shown on the traffic control plan. This plan shall be provided to the Engineer for approval at least 10-calendar days in advance of the time the signs and other traffic control devices are scheduled to be installed and utilized.

Section 1-10.2(2) is supplemented with the following:

The Contractor shall be responsible for traffic control in the vicinity of the Work being performed to include furnishing, supplying and maintaining proper barricading, flaggers and signing. It is the intent of the Contracting Agency to have Roadways "open" during construction. The Contractor shall allow access by local traffic and emergency vehicles at all times during construction. Temporary closures, detours, or restricted use may be approved by the Contracting Agency due to special construction situations or concerns; however, the Contractor shall Bid the project to leave the Roadway open during construction activities and to provide adequate traffic control.

On streets where parking is normally allowed, the Contractor shall furnish and place at least three "No Parking" signs on each side of each block of the street where parking is to be prohibited. The signs shall be highly visible to motorists from all approaches to the area where parking is to be restricted. The signs shall be posted at least two full working days in advance of any construction activity and shall state the date and times when parking will be prohibited.

The minimum lane widths through traffic control zones shall be ten feet with a minimum shy distance of one foot to any pavement edge, shoulder obstruction, or traffic control device.

#### **1-10.4 Measurement**

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

Section 1-10.4(3) is supplemented with the following:

*(August 2, 2004 WSDOT GSP)*

The bid proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

**END OF DIVISION 1**

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# DIVISION 2 - EARTHWORK

## 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

### 2-01.1 Description

The first paragraph shall be replaced with the following:

The Contractor shall clear, grub, and clean up all areas within the limits shown on the Plans except that trees or vegetation indicated on the Plans to remain or those flagged in the field by the Engineer to remain, shall remain and shall be protected by the Contractor. The Contractor shall be responsible for verifying existing trees and vegetation to be cleared and grubbed. This Work includes protecting from harm those trees, bushes, shrubs, or other objects selected to remain. The Contractor shall stake the limits for clearing and grubbing, and shall provide high visibility fencing around all vegetation to remain. Clearing and grubbing shall not proceed until the Engineer has approved the staked limits and the high visibility fencing for vegetation protection.

This section is supplemented with the following:

Existing landscaping and vegetation, including but not limited to grass and lawn areas, that are outside the limit of work shall be protected from damage by the Contractor's operations. All damaged landscaping due to the Contractor's operations outside the limits, or that designated to remain, shall be replaced in coordination with the applicable property owner(s) at the Contractor's expense.

Only hand clearing and grubbing shall be used within the drip line of trees to remain and as indicated in the Contract Documents. Hand clearing and grubbing shall include removal of all material as defined in Grubbing 2-01.3(2), but completed by manual means. No equipment on tracks or wheels shall be used for Hand Clearing and Grubbing. Small motorized tools such as hand-held trimmers used by trained personnel may be allowed as approved by the Authorized Representative.

Trees identified for removal shall be grubbed in accordance with the requirements of Section 2-01.3(2).

#### **Clearing and Grubbing of Invasive Vegetation**

All woody invasive weeds and woody invasive ornamental vegetation shall be removed within the limit of work. Grub out plant crowns, root balls, and runners of all invasive weeds and invasive ornamental vegetation within the work limits.

### 2-01.2 Disposal of Usable Material and Debris

#### 2-01.2(1) Disposal Method No. 1 – Open Burning

Delete this section and replace with the following:

Disposal Method No. 1 - Open burning is not allowed.

**2-01.2 (3) Disposal Method No. 3 – Chipping**  
(\*\*\*\*\*)

Replace items three and four of this section with the following:

Chips may be used as on-site mulch if they meet the requirements of Section 9-14.5 and are from removed trees chipped separately from other grubbing which may contain invasive seed.

**2-01.3 Construction Requirements**

**2-01.3(2) Grubbing**

Replace the first paragraph with the following:

Where trees are removed, grubbing shall include complete removal of the tree, stump, and root ball. Stump and root removal shall be sufficient to facilitate grading and construction as indicated on the Plans.

**2-01.4 Measurement**

This section is supplemented with the following:

Clearing and Grubbing will be per lump sum. No additional payment for clearing, grubbing, and roadside cleanup shall be made outside of this bid item.

No measurement will be made for tree removal which shall be inclusive to the Removal of Structures and Obstructions lump sum bid item.

**2-01.5 Payment**

This section is supplemented with the following:

“Clearing and Grubbing”, per lump sum.

The lump sum contract price for “Clearing and Grubbing” shall include all tools, labor, equipment and materials necessary and incidental to perform the work of clearing and grubbing as required for completion of the work and as indicated on the Plans and in these special provisions. This includes but is not limited to proper removal and disposal of all materials including the debris and backfill of the impacted area.

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

**2-02.1 Description**

This section is supplemented with the following:

The Work shall include removal of all structures and obstructions as shown on the Contract Plans, including the complete removal of pavement, concrete and any non-native materials from the surface and subsurface (if applicable) to a depth of one foot below grade and backfilling and compaction of trenches, holes or pits resulting from the removal of such existing improvements. The Work also includes abandoning or removing utilities, and removal and replacement of selected items identified in the Contract or which interferes with the installation of new construction.

Removal of structures and obstructions shall include the removal of the following items as identified on the Drawings:

1. Existing drainage pipes, temporary overground pipe and restraints, culverts and catch basins.
2. The removal of any structures or obstructions not covered under new construction bid items shall be incidental to the bid item "Removal of Structures and Obstructions".
3. The Contractor shall provide the Engineer three days' notice prior to the beginning removal of structures and obstructions.

### **2-02.3 Construction Requirements**

(\*\*\*\*\*)

This section is supplemented with the following:

The contractor is responsible for removing the temporary overground pipe and returning it to MOC at 1801 244<sup>th</sup> Ave NE, Sammamish, WA 98074. To make the return arrangement, contact Dan Johnson PW Superintendent, at (425) 952-2118 or [djohnson@sammamish.us](mailto:djohnson@sammamish.us).

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

This section is supplemented with the following:

Existing pavement shall be removed at the locations shown on the Plans or as designated by the Engineer. Removal shall be accomplished by making a neat longitudinal vertical cut along the boundaries of the area to be removed. Care shall be taken during removal so as not to damage any of the existing pavement to remain in place. All remaining pavement damaged due to the Contractor's operations shall be replaced by the Contractor, to the satisfaction of the Engineer, at the Contractor's expense.

Contractor shall place and maintain crushed surfacing top course material adjacent to all existing driveway/sidewalk edges to provide a temporary gradual surface transition until final pavement is placed.

#### **2-02.3(6) Saw-Cutting**

(New Section)

Section 2-02.3(6) is added to the Contract Special Provisions.

The Contractor shall perform saw cutting full depth for the removal of existing concrete and asphalt pavement. Pavement shall be cut to clean, vertical, full depth straight lines. Cutting of pavement with jack hammers or excavation equipment will not be permitted. All transitions to concrete driveways, curb and gutters, and sidewalks shall be vertically saw-cut at least 2 inches with straight, uniform edges. The Contractor shall not use impact tools or pavement breakers for trench crossing of the existing pavement.

This work shall consist of saw-cutting pavement the full depth of the pavement section where shown on the Contract Drawings, designated by the Engineer and generally along both sides of trenches. The location of sawcuts shall be along the limits of excavation. Pavement shall be saw-cut prior to excavation work. Sawcuts shall produce a clean vertical edge.

Sawcutting and surfacing operations generate slurry and process water that contains fine particles and high pH (concrete cutting) both of which can violate the water quality standards in adjacent receiving waters. Concrete spillage or concrete discharge to surface waters of the State is prohibited. Contractor shall follow Ecology Stormwater Management Manual (2019) best management practices pertaining to saw cutting and surfacing operations as described below. Any additional equipment, labor, or materials required to meet these requirements shall be considered incidental to the contract. Utilize these management practices anytime saw cutting or surfacing operations take place which includes, but not limited to; saw-cutting, coring, grinding, and roughening.

- A. Vacuum slurry and cuttings during cutting and surfacing operations.
- B. Slurry and cuttings shall not remain on permanent concrete or asphalt pavement overnight.
- C. Slurry and cuttings shall not drain to any natural or constructed drainage conveyance. This may require temporarily blocking catch basins.
- D. Disposal of collected slurry and cuttings shall be in a manner that does not violate groundwater or surface water quality standards.
- E. Process water that is generated during hydro-demolition, surface roughening, or similar operations shall not drain to any natural or constructed drainage conveyance, including stormwater systems. Process waters shall be disposed of in a manner that does not violate groundwater or surface water quality standards.
- F. Cleaning waste material and demolition debris shall be handled and disposed of in a manner that does not cause contamination of water. If the area is swept with a pick-up sweeper, the material must be hauled out of the area and disposed at an appropriate disposal site.

The Contractor shall continually monitor operations to determine whether slurry, cuttings, or process water could enter waters of the State. If inspections show that a violation of water quality standards could occur, stop operations and immediately implement preventive measures such as berms, barriers, secondary containment, and vacuum trucks. The Contractor shall satisfy for himself the nature of the pavement cuts to be made, no additional allowance will be allowed regardless of depth or materials encountered.

### **2-02.3 Measurement**

Section 2-02.4 is added to the Contract Special Provisions.:

Sawcutting shall be measured per linear foot.

Removal of Structures and Obstructions will be per lump sum.

### **2-02.5 Payment**

Delete the first paragraph and replace with the following:

“Sawcutting”, per linear foot.

Payment for Sawcutting pavement shall be by the Contract unit bid price per linear foot, which payment shall be considered full compensation for all tools, equipment, labor, materials, and incidentals required to complete this work as specified herein. This work includes, but is not limited to, machines, water, blades, water quality treatment and disposal of asphalt as shown on the Contract Drawings and directed by the District. Payment will be made only once regardless if the Contractor must recut the pavement edge before pavement repair

“Removal of Structures and Obstructions”, lump sum.

Shall be full pay for all work associated with the removal of items identified in the Contract Documents, including the removal, hauling and disposing of the remains and associated debris from their removal, furnishing, installing and compacting backfill to fill voids, salvaging of fence materials; and removing rockeries. The removal of any structures or obstructions not covered under new construction bid items shall be incidental to the bid item “Removal of Structures and Obstructions”.

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

### **2-03.3 Construction Requirements**

This section is supplemented with the following:

Due to poor soil conditions exposed soil must be kept to a minimum. Contractor or general public wheel loads shall not be applied to any exposed soil until CSTC is placed at a minimum.

### **2-03.4 Measurement**

*(March 13, 1995 WSDOT GSP)*

This section is supplement with the following:

Roadway Excavation Including Haul will be measured by the cubic yard in place. Engineer shall field measure lengths, widths and depths of excavation areas each day to determine quantity. Measurement will be from the bottom of standard trench depth as shown on the plans to bottom of required excavation to remove unsuitable material. Removal of concrete, asphalt pavement, and concrete pavement will be paid under other bid items.

### **2-03.5 Payment**

This section is supplemented with the following:

“Roadway Excavation Including Haul”, per cubic yard.

The unit Contract price for “Roadway Excavation Including Haul” shall include full compensation for all labor, equipment and materials necessary for excavation of unsuitable foundation material including but not limited to excavation, compacting, hauling to waste and disposing of all excess or unsuitable material, including logs,

rocks, cobbles etc. Trench excavation shall not be paid under this bid item and shall be inclusive to other bid items. No payment will be made for this item without prior approval from the City.

## **2-07 WATERING**

### **2-07.3 Construction Requirements**

(\*\*\*\*\*)

This section is supplemented with the following:

Water for this Project may be obtained from the Sammamish Plateau Water and Sewer District. A hydrant permit will be required to be secured by the Contractor for any necessary water.

During construction, the Contractor shall provide dust control as necessary. Failure to provide dust control shall be adequate reason for the Engineer to issue a suspension of work. The Contractor may use a suitable water truck for dust control if flows from the existing hydrant are not sufficient for dust control.

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

## **2-09 STRUCTURE EXCAVATION**

### **2-09.3 Construction Requirements**

(\*\*\*\*\*)

Section 2-09.3 is supplemented with the following:

The Contractor shall have no more than 100 linear feet of trench open at any time, unless approved by the City. All trenches must be backfilled or steel plated by the end of each work day. Overnight plating of trenches is allowed with proper support to minimize movement and noise. Plating of trenches over weekends are not allowed. Overnight plating will require proper signage. No payment will be made if steel plates are used.

The Contractor shall use temporary pavement to allow vehicular traffic to travel over the construction areas. Temporary asphalt shall also be placed around steel plates or other devices used to cover construction activities in a manner that provides a smooth transition between the surfaces, as approved by the Engineer. All temporary asphalt pavement to the depth of the final paving shall be removed from the site by the end of the project and shall not be used as permanent asphalt pavement or its subgrade material. The furnishing, placement, and removal of temporary pavement (cold mix asphalt) shall be considered **incidental** to and included in the unit contract prices of other items in this contract.

Surplus material shall be disposed of in accordance with Section 2-03.3(7) of the Special Provisions.

**2-09.4 Measurement**  
(\*\*\*\*\*)

Section 2-09.4 is supplemented with the following:

No specific unit of measurement shall apply to the lump sum bid item of “Shoring and Trench Safety”.

**2-09.5 Payment**  
(\*\*\*\*\*)

Section 2-09.5 is supplemented with the following:

“Shoring and Trench Safety”, per lump sum.

The lump sum contract price for “Shoring and Trench Safety” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item including, but not limited to, furnishing, installing, maintaining, and removing all shoring as specified herein. This item of work shall be paid proportionately to the total amount of pipe installation completed on the same bid schedule.

**2-11 TRIMMING AND CLEANUP**

**2-11.1 Description**

This section is supplemented with the following:

This Work consists of clean-up, dressing and trimming along the entire project limits.

**2-11.3 Construction Requirements**

This section is supplemented with the following:

The Contractor shall:

1. Trim shoulders and ditches along roadway to produce smooth surfaces and uniform cross-sections that conform to the grades set by the Engineer.
2. Clean all channels, ditches, and gutters to ensure proper drainage.
3. Dress the back slope of ditch. Round off top of the back slope and distribute the material evenly along its base.
4. Remove and dispose of all weeds, brush, refuse, and miscellaneous debris that lie within the improvement corridor.
5. Remove from paved roadway all loose rocks and gravel.
6. Touch-up paint and clean site amenities.

**END OF DIVISION 2**

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# DIVISION 4 - BASES

Supplement Division 4 with the following:  
(May 5, 2015 APWA GSP)

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

### **4-04.1 Description** (\*\*\*\*\*)

Section 4-04.1 is supplemented with the following:

All crushed surfacing and ballast material included in this contract is to be used only as designated by the Engineer and is not for the convenience of the Contractor. The Contractor shall place the material on the project as directed.

### **4-04.3 Construction Requirements**

#### **4-04.3(2) Subgrade** (\*\*\*\*\*)

Prior to placing HMA, the subgrade shall be proof rolled with a fully-loaded, dump truck or equivalent to identify any soft or unsuitable material. All soft or otherwise unsuitable material shall be removed to the satisfaction of the Engineer and replaced with suitable material compacted as specified herein.

#### **4-04.3(5) Shaping and Compaction** (\*\*\*\*\*)

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

Road base layers shall be compacted using static rolling to avoid wicking of water up from the subgrade under vibratory compaction.

#### **4-04.4 Measurement** (\*\*\*\*\*)

Section 4-04.4 is supplemented with the following:

Measurement of Crushed Surfacing Top Course will be per ton. Certified truck weight tickets shall be furnished with each load of material delivered. No payment will be made without a ticket.

Measurement of Crushed Surfacing Base Course will be per ton. Certified truck weight tickets shall be furnished with each load of material delivered. No payment will be made without a ticket.

**4-04.5 Payment**  
(\*\*\*\*\*)

Section 4-04.5 is supplemented with the following:

“Crushed Surfacing Top Course”, per ton.

“Crushed Surfacing Base Course”, per ton.

The unit contract price for “Crushed Surfacing Top Course,” including all incidental work, shall be full compensation for all labor, materials, tools, and equipment necessary to furnish, place and compact crushed surfacing top course as a base for HMA trench patch as shown on the plans; or as directed by the Engineer.

The unit contract price for “Crushed Surfacing Base Course,” including all incidental work, shall be full compensation for all labor, materials, tools, and equipment necessary to furnish, place and compact crushed surfacing base course for trench backfill, bedding material, and ballast as shown on the plans; or as directed by the Engineer.

**END OF DIVISION 4**

# DIVISION 5 - SURFACE TREATMENTS AND PAVEMENTS

## 5-04 HOT MIX ASPHALT

(July 18, 2018 APWA GSP)

Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:

### 5-04.1 Description

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

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

### 5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)
(As noted in 5-04.3(5)C for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

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

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

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

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

Production of aggregates shall comply with the requirements of Section 3-01. Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

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

If the Contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

#### **5-04.2(1)A Vacant**

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

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

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

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

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

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.

- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.\*\*

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

Mix designs for HMA accepted by Nonstatistical evaluation shall:

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

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

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

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

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

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

Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.

Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

#### **5-04.3 Construction Requirements**

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

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

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

**Minimum Surface Temperature for Paving**

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

**5-04.3(2) Paving Under Traffic**

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

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

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

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

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

**5-04.3(3) Equipment**

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

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

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of

sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.

2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
  - A. A mechanical sampling device attached to the HMA plant.
  - B. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

#### **5-04.3(3)B Hauling Equipment**

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

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

#### **5-04.3(3)C Pavers**

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of

HMA plant mix material in lane widths required by the paving section shown in the Plans.

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

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

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

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

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

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

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless other-wise required by the contract.

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

When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length



of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

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

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

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

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

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

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

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All

pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

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

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

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

#### **5-04.3(4)A Crack Sealing**

##### **5-04.3(4)A1 General**

When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width and greater.

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

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

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly

mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

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

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

1. Cracks  $\frac{1}{4}$  inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

**Hot Poured Sealant:** For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product information and recommendations to the Engineer prior to the start of work, including the manufacturer's recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

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

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

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

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

1. Cracks  $\frac{1}{4}$  inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

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

#### **5-04.3(4)C Pavement Repair**

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

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches

unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

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

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

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

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

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

**5-04.3(6) Mixing**

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

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

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

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

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

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

HMA Class 1"	0.35 feet	
HMA Class ¾" and HMA Class ½"		
wearing course		0.30 feet
other courses		0.35 feet
HMA Class ⅜"		0.15 feet

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

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

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

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

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

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

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

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

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

**HMA Tolerances and Adjustments**

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

- A. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- B. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

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

A. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

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

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

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

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

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

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

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

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

Sampling and testing for evaluation shall be performed on the frequency of one sample per subplot.

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

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

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

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

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

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

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

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

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

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

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

Table of Price Adjustment Factors	
Constituent	Factor “f”
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

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

**5-04.3(9)C5 Vacant**

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

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

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

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

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



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

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

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

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

#### **5-04.3(10) HMA Compaction Acceptance**

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

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

If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and

at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core" the Contracting Agency will obtain the cores.

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

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

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

### **Test Results**

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

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the subplot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

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

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

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in

checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

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

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

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

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

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

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

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

The subplot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

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

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

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

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

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

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a subplot does not

attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

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

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

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

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

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

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

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

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

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

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

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal subplot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

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

An entire subplot that is suspected of being defective may be rejected. When a subplot is rejected a minimum of two additional random samples from this subplot will be obtained. These additional samples and the original subplot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

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

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

1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PFi for any constituent or the CPF of a lot in progress is less than 0.75.

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

An entire lot with a CPF of less than 0.75 will be rejected.

**5-04.3(12) Joints**

**5-04.3(12)A HMA Joints**

**5-04.3(12)A1 Transverse Joints**

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

#### **5-04.3(12)A2 Longitudinal Joints**

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than  $\frac{1}{2}$  of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

#### **5-04.3(12)B Bridge Paving Joint Seals**

##### **5-04.3(12)B1 HMA Sawcut and Seal**

Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seals to be placed at the bridge ends, and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the overlay.

Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application procedure.

Construct the bridge paving joint seal as specified in the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with the detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's application procedure.

##### **5-04.3(12)B2 Paved Panel Joint Seal**

Construct the paved panel joint seal in accordance with the requirements specified in section 5-04.3(12)B1 and the following requirement:

Clean and seal the existing joint between concrete panels in accordance with Section 5-01.3(8) and the details shown in the Standard Plans.

#### **5-04.3(13) Surface Smoothness**

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than  $\frac{1}{8}$  inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than  $\frac{1}{4}$  inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving planning (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

#### **5-04.3(14) Planing (Milling) Bituminous Pavement**

The planning plan must be approved by the Engineer and a pre planning meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planning submittals.

Locations of existing surfacing to be planed are as shown in the Drawings.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

#### **5-04.3(14)A Pre-Planing Metal Detection Check**

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

#### **5-04.3(14)B Paving and Planing Under Traffic**

##### **5-04.3(14)B1 General**

In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:
  - A. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).
  - B. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
  - C. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place



and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

- D. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
  - E. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.
- 2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
  - 3. Permanent pavement marking must comply with Section 8-22.

#### **5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

- 1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
- 2. A copy of each intersection's traffic control plan.
- 3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
- 4. Names and locations of HMA Supplier facilities to be used.
- 5. List of all equipment to be used for paving.

6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations

#### **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both Paving Plan and for Planing Plan:
  - A. The actual times of starting and ending daily operations.
  - B. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
  - C. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
  - D. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
  - E. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
  - F. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
  - G. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
  - H. Description of how flaggers will be coordinated with the planing, paving, and related operations.
  - I. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
  - J. Other items the Engineer deems necessary to address.

2. Paving – additional topics:
- A. When to start applying tack and coordinating with paving.
  - B. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
  - C. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
  - D. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
  - E. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

#### **5-04.3(15) Sealing Pavement Surfaces**

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

#### **5-04.3(16) HMA Road Approaches**

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

#### **5-04.4 Measurement**

Commercial HMA Cl. 1/2" PG 58H-22 for Temporary Trench Patch and Commercial HMA Cl. 1/2" PG 58H-22 for Permanent Trench Patch, HMA for Overlay Cl. 1/2" PG 58H-22 will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

"HMA Drainage Berm" will be measured per linear foot of berm installed.

"Planing Bituminous Pavement" will be measured by the square yard.

#### **5-04.5 Payment**

Payment will be made for each of the following Bid items that are included in the Proposal:

"Commercial HMA Cl. 1/2" PG 58H-22 for Temporary Trench Patch" per ton.

"Commercial HMA Cl. 1/2" PG 58H-22 for Permanent Trench Patch" per ton.

"HMA for Overlay Cl. 1/2" PG 58H-22" per ton.

The unit Contract price per ton for "Commercial HMA Cl. 1/2" PG 58H-22 for Temporary Trench Patch" and "Commercial HMA Cl. 1/2" PG 58H-22 for Permanent Trench Patch" shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included

in other items which are included in this Subsection and which are included in the Proposal.

“HMA Drainage Berm” per linear foot.

The unit Contract price per linear foot for “HMA Drainage Berm” shall be full compensation for all costs incurred to carry out the requirements of Section 5-04, including all labor for placing, hand forming, compacting, and grading the berm and cost for the asphalt.

“Planing Bituminous Pavement”, per square yard.

The unit Contract price per square yard for “Planing Bituminous Pavement” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

## **END OF DIVISION 5**

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

## **7-04 STORM SEWERS**

### **7-04.2 Materials** (\*\*\*\*\*)

This section shall be supplemented with the following:

DI Storm Pipe 9-05.13

### **7-04.3 Construction Requirements** (\*\*\*\*\*)

This section shall be supplemented with the following:

The Contractor shall be responsible for keeping the existing storm system operational and maintaining drainage control of the project area at all times during construction of the improvements. The Contractor shall be responsible for preventing sediment-laden water from entering the existing storm system. All equipment, labor, and temporary drainage facilities shall be incidental to the project.

#### **7-04.3(1) Cleaning and Testing**

##### **7-04.3(1)A General** (\*\*\*\*\*)

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

Cleaning of the existing storm resulting from construction improvements shall be performed at the Contractor's expense.

##### **7-04.4 Measurement** (\*\*\*\*\*)

This section shall be supplemented with the following:

Measurement for "DI Storm Pipe \_\_\_ In. Diam." will be per linear foot of installed pipe.

Measurement for "Storm Water Diversion" shall be per lump sum.

##### **7-04.5 Payment** (\*\*\*\*\*)

This Section is supplemented with the following:

“DI Storm Pipe \_\_\_ In. Diam.”, per linear foot.

“Storm Water Diversion”, per lump sum.

The unit price per linear foot for “DI Storm Pipe \_\_\_ In. Diam.” shall be full compensation to supply all labor, tools, materials, and equipment necessary to complete the work shown in these Plans and Specifications including, but not limited to, trench excavation; haul and disposal of trench material; localized dewatering; pipe placement; detectable marking tape and tracer wire; and all incidental items of work to supply and construct storm pipe. These bid items shall also constitute full compensation for all labor, materials, tools and equipment necessary and incidental for excavating, loading, hauling and disposing of material that is being replaced by foundation material as shown on the plans.

The lump sum bid for “Storm Water Diversion” shall be full pay for all work required to divert or bypass storm water flows to facilitate construction of the new storm system.

## **7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**

### **7-05.2 Materials**

(\*\*\*\*\*)

This section is supplemented with the following:

#### **Cast Iron Frame and Covers**

Catch basin frames, grates, and locking covers shall conform to the material and dimensional specifications shown on these plans.

### **7-05.3 Construction Requirements**

(\*\*\*\*\*)

This section is supplemented with the following:

Foundations for catch basins and inlets and backfill around such structures shall be constructed as shown in the Plans.

Backfilling shall conform to Section 7-08.3(3) of these Special Provisions. Lift thicknesses and compaction shall conform to Section 7-08.3(3)A of these Special Provisions.

Catch basins shall be made watertight to the satisfaction of the Engineer.

#### **7-05.3(1) Adjusting Manholes and Catch Basins to Grade**

(\*\*\*\*\*)

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

Catch basins and similar structures shall be brought to finished grades by methods of construction as required by these specifications and plans. Steel risers are not allowed.

Any damage to existing catch basins resulting from the Contractor's operations shall be repaired at the Contractor's expense.

**7-05.3(3) Connections to Existing Manholes**  
(\*\*\*\*\*)

Section 7-05.3(3) is supplemented with the following:

Where shown in the Plans, the Contractor shall connect new drainage pipe to existing drainage structures such as catch basins, manholes, and inlets or shall connect new drainage structures such as catch basins, manholes, and inlets to existing drainage pipe.

**7-05.4 Measurement**  
(\*\*\*\*\*)

This section is supplemented with the following:

Measurement for "Catch Basin Type X" shall be per each new catch basin structure installed.

Measurement for "Connection to Drainage Structure" shall be per each connection of newly installed storm pipe to existing structure or connection of newly installed structure to existing storm pipes. Where multiple existing storm pipes are connected to a newly installed structure, only one connection shall be measured for payment, regardless of the number of connections made at that structure. No payment shall be made under this bid item for connections of new drainage pipe to new drainage structures.

**7-05.5 Payment**  
(\*\*\*\*\*)

This section is supplemented with the following:

"Catch Basin Type X", per each.

"Connection to Drainage Structure", per each.

The unit contract price for "Catch Basin Type X" including all incidental work shall be full compensation for all labor, material, tools, and equipment necessary to

satisfactorily complete the work as defined in the Standard Specifications and these Special Provisions. All costs incurred for excavation; localized dewatering; hauling and disposing of excavation material; compacting; furnishing and placing of structure and all accessories such as rings, covers, steps, and other miscellaneous items; connection of newly installed storm pipe to the newly installed structure and adjusting new catch basin to grade shall be considered incidental to and included in the bid item included in the proposal and no additional payment will be made. Precast adjusting rings/risers, bricks, and grout shall be considered incidental and included in the unit contract price for the items in this section. Also included shall be furnishing and installation of through curb inlet and herringbone grate as shown on the plans.

The unit contract price per each for "Connection to Drainage Structure" shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications and these Special Provisions. This includes but is not limited to excavation; localized dewatering; hauling and disposing of excavated material; compacting; sand collars necessary to connect new drainage pipe to existing drainage structures such as catch basins, manholes, and inlets or to connect new drainage structures such as catch basins, manholes, and inlets to existing drainage pipe. Connection of new drainage pipe to existing drainage pipe shall be considered incidental and included in the bid item "DI Storm Pipe \_\_ In. Diameter."

**7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**

**7-08.2 Materials**  
(\*\*\*\*\*)

Section 7-08.2 is supplemented with the following:

Light weight backfill shall be imported poorly graded medium-fine sand conforming to the gradation provided below and shall have a unit weight between 95 and 105 pounds per cubic foot. The material shall be free from adherent coatings such as clay, loam, alkali, organic matter, or other deleterious substances.

Sieve Size	Percent Passing
1/2 - inch	100
U.S. No. 4	100
U.S. No. 10	85-100
U.S. No. 40	30-60
U.S. No. 60	2-20
U.S. No. 100	0-10
U.S. No. 200	0-3

All percentages are by weight



Foundation material shall be permeable ballast per Section 4-04 of these Specifications.

Unsuitable material removed at the direction of the Engineer shall be replaced with 4"-8" quarry spalls.

**7-08.3 Construction Requirements**

**7-08.3(1) Excavation and Preparation of Trench**

**7-08.3(1)A Trenches**  
(\*\*\*\*\*)

Section 7-08.3(1)A is supplemented with the following:

No payment will be made for trench backfill or restoration which is outside trench limits (maximum pay limits) as indicated on the plans, Standard Plans, or specified herein. Excavation outside the trench limits will be considered to be done at the sole benefit of the Contractor unless otherwise approved by the Engineer. Trench limits will be as described in Section 7-09.3(7) of the Standard Specifications.

Driveways, curbs, gutters, sidewalks, and curb ramps shall be removed as necessary and as shown on the Plans to install the improvement as shown on the construction Plans.

When soft or unstable material is encountered at the subgrade which, in the opinion of the City, will not uniformly support the pipe, such material shall be excavated to an additional depth as directed by the City and backfilled with 4"-8" quarry spalls. All saturated soils shall be over-excavated, properly disposed of and replaced with compacted quarry spalls as directed by the Engineer.

Prior to excavation through asphalt concrete pavement or cement concrete pavement, the pavement shall be sawcut along a reasonably straight line, removed, and disposed. If the sawcut is damaged during Contractor operations or raveling of the pavement occurs during construction, the Contractor shall, unless waived by the Engineer, provide clean sawcut line prior to final paving.

Prior to trenching through areas improved with lawn or through fences, rockeries, shrubs, plants, or other improvements, these improvements shall be removed, stored and protected. After the storm installation is complete, the improved area shall be returned to a condition equal or better than the area before the installation. If any stored improvements are not suitable for reuse after construction, they shall be replaced with an improvement of equal or better quality.

All material removed from the trench shall be hauled to a proper disposal site provided by the Contractor unless otherwise directed by the Owner's field inspector.

**7-08.3(1)B Shoring**

(\*\*\*\*\*)

Section 7-08.3(1)B is supplemented with the following:

The Contractor shall provide all materials, labor, and equipment necessary to adequately shore trenches to protect the work, existing property, utilities, pavement, and any other improvements, and to provide safe working conditions in the trench. The Contractor may use any method of shoring, provided that the method complies with all local, state, and federal safety codes. The Contractor alone shall be responsible for worker safety, and the owner and its agents assume no responsibility. Damages resulting from improper shoring or failure to shore shall be the sole responsibility of the Contractor and all costs to reconstruct or compact soils adjacent to trenches that were disturbed by construction activities shall be incidental to other bid items. Shoring below the pipe will not be removed if, in the opinion of the Engineer, such removal will disturb the pipe bed.

**7-08.3(1)D Localized Dewatering**

(\*\*\*\*\*)

The following section shall be added:

Whenever necessary to accomplish the work as specified, the Contractor shall remove any excess water from the work area. It is anticipated that localized dewatering of trench excavations will be required. See attached geotechnical report for more information.

Prior to any excavation the Contractor shall submit a dewatering plan for the Engineer's approval. Included in this dewatering plan shall be intended placement of Best Management Practices (BMP's) to be used for sediment and erosion control. The approved erosion control system shall be in place prior to beginning dewatering operations.

The Contractor shall modify the approved dewatering plan as necessary during construction operations to ensure the above standards of water quality are met at all times. All modifications shall be approved by the Engineer prior to implementation.

The dewatering system shall be adequate to keep excavations sufficiently free of water to prevent destabilization of foundation soils and to allow for proper installation of piping, fittings, structures, associated appurtenances, and backfill materials. The dewatering system will maintain the ground water in a hydrostatically controlled condition during construction, and shall dewater and dispose of the water so as not to cause injury to public or private property, or to cause a nuisance or a menace to the public.

The Contractor shall control groundwater so as to prevent softening of the bottom of excavations, or formation of "quick" conditions or "boils" during excavation. Contractor

shall install, maintain, and operate dewatering systems so as to prevent removal of the natural soils.

During excavating and prior to the acceptance of the work or any portion of work, the Contractor shall also control surface runoff so as to prevent entry or collection of water in excavations or in other isolated areas of the site. The Contractor shall provide a dewatering plan using accepted and professional construction methods with the best modern practice.

All costs associated with localized dewatering of the trenches and excavations shall be incidental to other bid items.

**7-08.3(2) Laying Pipe**

**7-08.3(2)B Pipe Laying**  
(\*\*\*\*\*)

Section 7-08.3(2)B is supplemented with the following:

The Contractor is required to pothole a minimum of 50 feet ahead of the pipe-laying operation to determine the exact horizontal and vertical location of existing utilities and determine if a conflict exists. If a conflict should exist, the Engineer shall be notified prior to any change in pipeline grade. Potholing in advance of the pipe laying operation is required for all utility work including storm drainage pipe, and catch basins.

The “stringing” of pipe is prohibited. The Contractor shall only lay out that length of pipe that will be installed during that day's work shift. Under no circumstances should the pipe be dragged across the ground surface during handling of the pipe.

**7-08.3(3) Backfilling**  
(\*\*\*\*\*)

Section 7-08.3(3) is supplemented with the following:

It is anticipated that native soils will not be suitable for pipe or structure bedding or for backfill. Trenches shall be backfilled as shown in the plans. Unsuitable material shall be legally disposed of. Geotextile separator fabric shall be installed per Section 2-12 of the specifications. The remaining depth shall be restored as noted on the Plans.

Pipe bedding shall provide a firm uniform cradle for support of the pipes. Prior to installation of the pipe, the pipe bedding shall be shaped to fit the lower part of the pipe exterior with reasonable closeness to provide uniform support along the pipe. Pipe zone backfill shall be placed in layers and tamped around the pipe to obtain complete contact.

Trench backfill and bedding shall be uniformly moisture conditioned to within 3% of optimum moisture content prior to placement in the trench. Lift thicknesses and compaction shall conform to Section 7-08.3(3)A of these Special Provisions.

After backfilling the Contractor shall immediately place temporary asphalt patch over all trenches in paved areas until such time that road reconstruction can be completed. The furnishing, placement, and removal of temporary asphalt patch shall be considered incidental to the associated work item. The Contractor shall grade all roads and shall maintain them during the period required by the General Provisions of this contract in such a manner as to provide safe travel by the public, free of settlement, mud holes, ruts, and high centers. The asphalt patch shall be removed and hauled away prior to completion of road restoration. The Contractor shall be required to maintain all patches at no additional cost to the City.

If cold mix asphalt is used for temporary patching, it shall be a minimum compacted depth of 3.0 inches. Commercial HMA may also be used for temporary patching. If Commercial HMA is used, it shall be a minimum thickness of 2.0 inches. No payment shall be made if Contractor elects to use Cold Mix for temporary trench patching.

Open excavations will not be allowed to be left open during non-working hours. All open excavation shall be backfilled or covered with steel plates with appropriate traffic warning signs. Steel plates are allowed overnight except for weekends. Steel plates must be secured and supported properly, pinned, shimmed, welded, and cold mix asphalt transitions added to prevent movement and provide smooth transitions. No payment will be made if steel plates are used.

**7-08.3(3)A    Compaction**  
(\*\*\*\*\*)

The following section shall be added:

The backfill shall be compacted by a method approved by the City and meeting the provisions of Section 7-08.3(3) of the Standard Specifications. Compaction of backfill shall meet the following density requirements:

Material shall be placed in successive layers not exceeding 12" in loose thickness with each later being compacted in a systematic manner using appropriately sized compaction equipment to achieve at least 95% of the maximum dry density as determined using the Modified Proctor Compaction Test, ASTM D-1557. Smaller loose lifts may be necessary to achieve compaction where handheld compaction equipment such as jumping jacks, hoe-packs, or plate compactors are used. During placement of the initial lifts, the trench backfill material should not be bulldozed into the trench or dropped directly on the pipe. Furthermore, heavy vibratory equipment should not be permitted to operate directly over the pipe until a minimum of 2 feet of backfill has been placed over the pipe bedding to an in-place density of at least 90 percent of the maximum dry density as determined using ASTM D-1557. The contractor should develop compaction methods that consistently produce adequate compaction levels.

The trench backfill should be tested frequently with at least one test per lift for each 200-foot length of trench for trench widths less than 4 feet and 2 tests per lift for each 200-foot length of trench for trench widths up to 8 feet. A sufficient number of in-place

density tests should be performed as the fill is placed to determine that the required compaction is being achieved.

The Contractor shall excavate to depths and locations when and as directed by the City to allow for compaction tests. Shoring shall be supplied by the Contractor at no expense to the Owner. The Contractor shall provide all compaction testing services.

Any areas that fail to meet compaction requirements shall be re-tested at the expense of the Contractor.

No paving will be allowed until trench compaction has been tested and accepted.

**7-08.4 Measurement**  
(\*\*\*\*\*)

Section 7-08.4 is supplemented with the following:

Measurement of Foundation Gravel (As Necessary) will be per ton. Certified truck weight tickets shall be furnished with each load of material delivered. No payment will be made without a ticket.

Measurement of Potholing Existing Utilities will be per lump sum for all locations where the proposed storm system will cross another utility.

**7-08.5 Payment**  
(\*\*\*\*\*)

Section 7-08.5 is supplemented with the following:

Payment will be made in accordance with Section 1-04.1 for the following bid items where shown in the bid proposal:

“Foundation Gravel (As Necessary)”, per ton.

“Potholing Existing Utilities”, per lump sum.

**Foundation Gravel (As Necessary)**

The unit contract price for “Foundation Gravel (As Necessary)” shall constitute full compensation for all labor, materials, tools and equipment necessary and incidental for furnishing, placing and compacting Foundation Gravel at locations where the Engineer determines that the material in the bottom of the trench is unsuitable and needs to be over-excavated and replaced with Foundation Gravel. This includes furnishing, placing, and installing geotextile separator fabric per Section 2-12 of the specifications.

The quantity shown for this bid item in the Bid Schedule is estimated and may vary. The use of this bid item is subject to authorization by the Engineer and no payment will be made to Contractor for quantities used without prior authorization by the Engineer.

Payment for "Foundation Gravel (As Necessary)" shall be per ton. Certified truck weight tickets shall be furnished with each load of material delivered. No payment will be made without a ticket. No payment will be made for over-excavation and subsequent backfill unless the Engineer determines that the over-excavation cannot be avoided. Over-excavation shall be defined as trenching outside the limits as shown on the Plans. Additionally, no payment will be made for necessary compaction to correct backfilled areas which are not compacted in accordance with these Specifications.

**Potholing Existing Utilities**

The lump sum contract price for "Potholing Existing Utilities" shall constitute full compensation for all labor, materials, tools and equipment necessary and incidental for potholing at all buried utility crossings to verify the size, material, depth and location of all crossing utilities.

The lump sum contract price shall include vector truck; excavation and removal of soils; backfill and compaction; and placing, compacting, and maintaining temporary patches.

**END OF DIVISION 7**

# DIVISION 8 – MISCELLANEOUS CONSTRUCTION

## 8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

### 8-01.1 Description

(\*\*\*\*\*)

This section is supplemented with the following:

Work shall include installation of temporary erosion control devices including, but not limited to, high visibility fence, high visibility silt fence, straw bale dam, wattle, stabilized construction entrance, gravel bag berm for ditches, biodegradable erosion control blanket, and providing for street cleaning to prevent the transport of sediment and other debris from leaving the site.

All disturbed areas shall be planted, seeded or mulched as described in Section 8-01.3(2)B. The Contractor shall submit the proposed plan for seeding or mulching to the Engineer for approval five days prior to application.

This work also consists of preparing the Erosion Control Plan, inspecting water pollution and erosion control items, documenting, and testing stormwater discharge.

#### Water

The Contractor shall make, at the Contractor's expense, whatever arrangements may be necessary to ensure an adequate supply of water required for erosion control, plant establishment, and recommended watering by Engineer to maintain health of procured plants on site, installed, and in decline.

The Contractor shall also furnish all necessary hose, equipment, attachments and accessories for the adequate irrigation of planted areas as may be required to complete the work as specified. All costs shall be considered **incidental** to and included in the bid items involved and no additional compensation shall be made.

### 8-01.2 Materials

(\*\*\*\*\*)

Materials shall meet the requirements of the following sections:

Wattles	9-14.6(5)
Inlet Protection	8-01.3(9)D

### 8-01.3 Construction Requirements

(\*\*\*\*\*)

This section is supplemented with the following:

These specifications are the minimum water pollution/erosion control requirements. Additional requirements or modifications of these specifications may be set forth in the

related permits. Additional measures, beyond what are set forth herein, may be necessary in order to accommodate the Contract schedule, or materials and construction methods employed by the Contractor.

It is the Contractor's responsibility to assess water pollution/erosion control needs to maintain water quality in accordance with the requirements, conditions, and regulations of applicable codes, orders, ordinances, laws, specifications and permits. This assessment shall be reflected in the Contractor's bid.

The Contractor shall install and maintain all temporary and permanent erosion control Best Management Practices (BMPs) in accordance with the Contract Plans, Standard Specifications, these specifications, the Temporary Erosion & Sediment Control Plan (TESC), permit conditions or as directed by the Engineer prior to clearing, grubbing, or grading or as necessary, as work progresses. Erosion control BMPs as referenced on the Plans and described in these specifications are based on the Storm Water Management Manual for Western Washington (Ecology manual), 2019.

To the degree possible, the Contractor shall coordinate this temporary work with permanent drainage and erosion control work the Contract requires. The Contractor shall ensure that materials, equipment, and experienced labor are available and on-hand to implement additional erosion control BMPs to address unanticipated situations.

The Contractor shall coordinate with the Engineer on required erosion control BMPs prior to beginning construction activities. As construction progresses and seasonal conditions dictate, more erosion control BMPs may be required to ensure complete erosion control. Therefore, during the course of construction, it shall be the obligation and responsibility of the Contractor to address any new conditions that may be created by his or her activities. Additional erosion control BMPs may be required by the Engineer in the event of an emergency, and as weather and field conditions dictate.

### **8-01.3(1)A Submittals**

(\*\*\*\*\*)

This section is supplemented with the following:

The Contractor shall provide a phone list of the project manager, the site superintendent, the foreman and other key personnel who can be reached at any time in the event of on-site problems.

### **8-01.3(1)C Water Management**

(\*\*\*\*\*)

This section is supplemented by the following:

The Contractor shall be responsible for preventing water pollution due to construction materials, methods, or equipment. Repair, replacement, or corrective action shall be implemented immediately where needed or as directed by the Engineer.

Equipment shall be free of excessive fluid leaks and in good working order. The Contractor shall designate fueling area(s) and receive approval of the Engineer prior to using the fueling area(s). All equipment must be fueled and serviced in the



designated area(s). The Contractor shall clean up, dispose, and restore any area contaminated with fuel, grease, oil, solvents, etc. at no additional cost to the City. Disposal of the contaminants shall be in accordance with WDOE requirements.

At no time shall concrete, concrete by-products, vehicle fluids, paint, chemicals, or other polluting matter be permitted to be discharged to the temporary or permanent drainage system or to be discharged from the project site to surface waters. Violators are subject to fines and are responsible for all costs associated with clean up and restoration.

Wastewater from Portland asphalt concrete cutting operations shall be collected by vacuum or pumped into containers for disposal. Such wastewater shall not be discharged to the storm drain system or surface waters. Catch basin inserts are not effective in removing the fine particles and other pollutants found in wastewater from cutting operations. Impervious surfaces contaminated with grit and cuttings shall be cleaned to prevent the contaminants from entering the storm drain system or surface waters when it rains. Wastewater from cutting operations can be discharged to on-site soil or other porous surfaces as long as no wastewater is allowed to enter storm drains and surface waters.

If the Engineer, under WSDOT Standard Specifications Section 1-08.6, orders the Work suspended, the Contractor shall continue to control erosion, pollution, and runoff during the suspension.

### **8-01.3(1)F Reporting (New Section)**

(\*\*\*\*\*)

#### Site Discharges of Stormwater:

Any site discharge of stormwater with a turbidity testing result greater than 5 NTU over the background level (if background is less than 50 NTU) or greater than 10% over background value (if background 50 NTU or greater) at the downstream monitoring location shall be reported to the City of Sammamish Project Manager.

Site discharges of stormwater with a turbidity testing result greater than or equal to 250 NTUs or transparency of 6 cm or less, must be reported by phone immediately by the Contractor to:

1. The Department of Ecology – 425-649-7000; and
2. The City of Sammamish Project Manager, Jayden Abrams, - Office: 425-295-0551

Contractor shall record testing results in monitoring Log Book along with any remedial actions taken to resolve the high turbidity discharge.

#### Spill:

If any hazardous materials, including diesel fuel, gasoline, or hydraulic fluid, etc. is discharged to surface waters or the storm drain system, the Contractor shall immediately report by phone to:

1. The Department of Ecology – 425-649-7000; and

2. The City of Sammamish Project Manager, Jayden Abrams, - Office: 425-295-0551

The Contractor shall also submit a detailed written report to the Washington State Department of Ecology (Ecology Northwest Regional Office, 3190 160th Ave SE, Bellevue, WA 98008-5452) within five (5) days that describes the nature of the event, corrective action taken and/or planned, steps to be taken to prevent a recurrence, results of any samples taken, and any other pertinent information. A copy of the report shall also be provided to the City.

### **8-01.3(2) Erosion Control Seeding, Fertilizing, and Mulching**

#### **8-01.3(2)B Seeding and Fertilizing**

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

*(January 3, 2006 WSDOT GSP)*

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

*(January 3, 2006 WSDOT GSP)*

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

#### **8-01.3(2)E Tacking Agents and Soil Binders**

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

*(\*\*\*\*\*)*

Tacking agent or soil binder shall be applied as part of seeding, fertilizing and mulching operations.

#### **8-01.3(3) Placing Erosion Control Blanket**

*(\*\*\*\*\*)*

This section is supplemented by the following:

Biodegradable erosion control blanket shall be placed on all stream side slopes within the grading limits shown in the Plans.

The Contractor shall provide a copy of the manufacturer's recommended installation procedures to the Engineer prior to beginning installation.

#### **8-01.3(8) Street Cleaning**

The second paragraph is revised as follows:

“Street washing with water will not be allowed.”

#### **8-01.3(15) Maintenance**

*(\*\*\*\*\*)*

This section is supplemented with the following:

The Contractor shall inspect and maintain the temporary and permanent erosion control BMPs in a satisfactory working condition until such time that construction is

complete, and the potential for erosion has passed. BMP maintenance activities shall be noted in the monitoring logbook.

The Contractor shall inspect daily and immediately following a storm event, all areas containing permanent and temporary erosion control BMPs. The Contractor shall implement necessary repairs to or replacement of erosion control BMPs promptly. Repairs or replacement shall be performed immediately following a storm event and during prolonged rainfall.

Temporary Suspension of Work:

It is the Contractor's responsibility to control water pollution and erosion resulting from his or her activities. All minimum required BMPs shall be installed and fully operational. If the Contractor is unable to satisfactorily abate water pollution or erosion problems due to adverse weather or construction methods, the Engineer shall suspend all or parts of the work until such problems are resolved to the satisfaction of the Engineer. The Contractor shall work diligently to implement additional BMPs or alternate construction methods to control water pollution and erosion and/or complete those parts of the project not affected by the suspension until the Engineer authorizes the suspended work to begin again.

Monitoring:

The Contractor shall implement any monitoring requirements set forth in the Contract Documents.

To document the effectiveness of the Contractor's efforts to control erosion, the Engineer may take samples to monitor the runoff flow for Total Suspended Solids (TSS) concentrations to analyze discharge quality from the project site.

The State Surface Water Quality Standards (WAC 173.201A) for turbidity are:

1. No more than five (5) Nephelometric Turbidity Units (NTU) increase over background levels when background turbidity is 50 NTU or less; or
2. No more than a 10% increase over background levels when background turbidity is greater than 50 NTU.

A copy of the monitoring report will be provided to the Contractor. Based on the effectiveness of the Contractor's erosion control measures, work may be suspended during periods of rainfall or when rain is forecasted, if water quality protection cannot be maintained.

The following enforcement procedure will be employed to ensure compliance with this specification and applicable codes, regulations, laws and permits:

Minor Violations: These include maintenance of existing BMPs and addressing minor deficiencies (more straw mulch, repairing silt fence, covering stockpiles, etc.). Minor Violations are those which have not yet resulted in water pollution, sediment, or turbid water leaving the site. Initial notice of minor violations may be verbal or written. Failure to correct these violations within the time set forth by the Engineer shall result in written Correction Notice.

Correction Notice: Failure to comply with Initial Notice of Minor Violation(s) and/or a release of pollutants, turbid water, or sediment from the site shall result in a Correction Notice. The Correction Notice shall: 1) identify the work which needs to be performed to control water pollution or erosion; and 2) establish a specific timeframe for completion of such work. Other work on the site may be suspended as directed by the Engineer until the corrections are completed.

Stop Work Order: Failure to address a Correction Notice within the timeframe specified shall result in the issuance of a Stop Work Order. Upon issuance of the Stop Work Order, all work on the site not directly related to correcting the water pollution or erosion problems shall be suspended as directed by the Engineer. Work on other aspects of site shall not resume until such problems are resolved to the satisfaction of the Engineer and the Stop Work Order is removed.

Suspension of Work: Work shall be suspended if three Stop Work Orders are issued. No work, other than maintenance activities, shall take place unless authorized in writing by the Engineer.

When work is suspended, Section 1-08.7, Maintenance During Suspension of the Standard Specifications shall apply. The Contractor shall be responsible for the maintenance of all aspects of project during the suspension of work including but not limited to any temporary roadways, drainage facilities, erosion control BMPs, signing, lighting, and traffic control, all at no additional cost to the City; and 2) such suspension of work shall not constitute a basis for claims or adjustments in costs.

#### **8-01.4 Measurement**

This section is supplemented with the following:

Measurement for "Temporary Erosion and Sediment Control" shall be per lump sum.

#### **8-01.5 Payment**

This section is supplemented with the following:

Payment will be made in accordance with Section 1-04.1, for the following bid item(s):

"Temporary Erosion and Sediment Control," per lump sum.

The unit Contract bid price(s) above, including all incidental work, shall be full compensation for all labor, materials, tools and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications, these Special Provisions, and the Plans.

Inspecting, maintaining, cleaning, replacing, removing of erosion/water pollution control BMPs, and temporary water pollution prevention plan shall be considered incidental to and included in the Temporary Erosion and Sediment Control bid item.

## **8-02 ROADSIDE RESTORATION**

### **8-02.2 Materials**

(\*\*\*\*\*)

Supplement this section with the following:

All topsoil shall contain a minimum of 10 percent organic matter in accordance with AASHTO T267 Determination of Organic Content in Soils by Loss on 22 Ignition.

\*\*\*

Topsoil Type A shall meet the following requirements:

- Cation exchange capacity (CEC) of Topsoil Type A shall be a minimum of 5 milliequivalents CEC/100 g dry soil (U.S. EPA Method 9081)
- Organic content greater than 8-percent but less than 15-percent as measured on a dry weight basis using AASHTO T267 Determination of Organic Content in Soils by Loss on Ignition.
- Topsoil Type A shall be 60-percent to 70-percent Sandy Loam and 40-percent to 30-percent Fine Compost by volume. Sandy Loam shall be defined by the U.S. Department of Agriculture Soil Classification System.
- The Fine Compost shall conform to the requirements of Section 9-14.4(8) of the Standard Specifications.

For Topsoil Type B, all non-native vegetation shall be chemically treated with a non-selective, non-residual herbicide. Once dead, top growth shall be removed from Topsoil Type B borrow areas prior to excavation.

### **8-02.3 Construction Requirements**

#### **8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation**

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

Planting areas shall be prepared per the plan site preparation details. Weeds or unwanted vegetation specified as Class A, B and C noxious and nuisance weeds listed on County Noxious Weed List shall be controlled on the project in accordance with the plans or with County Best Management Practices.

#### **8-02.3(6) Mulch and Amendments**

(\*\*\*\*\*)

Soil amendments shall be per the Plan details.

#### **8-02.3(8) Compost**

(\*\*\*\*\*)

Supplement this section with the following:

Acceptance will be based upon a visual examination of the compost and US Composting Council Seal of Testing Assurance (STA) certified laboratory test results dated within 90 calendar days of the application.

(\*\*\*\*\*)

Compost shall be used in buffer and riparian areas only. No compost shall be used in wetland areas.

**8-02.3(9) Seeding**

(\*\*\*\*\*)

Supplement this section with the following:

All Native Seed Mix shall be “non-endophyte enhanced.” Native Seed Mix as called out on plans, shall comprise of the following composition and proportion shall be applied at a rate of 20 pounds per acre on all areas requiring native seeding within the project:

<u>Kind and Variety of Seed in Mixture</u>	<u>Pounds of Pure Live Seed per Acre</u>
Western manna grass (Glyceria occidentalis)	12.0
Rice cutgrass (Leersia oryzoides)	2.0
Canada reed (Calamagrostis canadensis)	2.0
Spike bentgrass (Agrostis exarata)	3.0
Wool-grass (Scirpus cyperinus)	1.0
 TOTAL	 20.0

**8-02.3(17) Property Restoration**

(\*\*\*\*\*)

Section 8-02.3(17) is added as follows:

Property restoration shall consist of fine grading landscaped areas disturbed during construction; replanting and/or replacing plant materials, seed, sod, and bark mulch; tree protection; irrigation system repair or replacement; replacing fencing, gates, columns, and rockeries; and other non-specified items within the construction limits to return the work area to a condition as good as or better than conditions that existed prior to construction activities. Topsoil shall be Type A and bark mulch shall be in accordance with Section 9-14.4(3) of the Special Provisions. Disturbed grass areas shall be restored with 4 inches of topsoil and sod or hydroseed at the option of the property owner or as directed by the Engineer. The Contractor will be responsible to contact property owners to determine their selection of restoration options.

Existing plant material that are temporarily removed and relocated during construction activities will be stored using commonly accepted practices that will ensure the long term survival of the plantings upon replanting. Any plantings that do not survive replanting along with any new plants furnished to replace existing plants in lieu of relocation and replacement will be subject to a one year survival guarantee as provided for in the Contractor' Performance and Payment Bond.

New plant material provided shall be compatible to the existing landscaping as approved by the Engineer.

**8-02.5            Payment**  
(\*\*\*\*\*)

Section 8-02.5 is supplemented with the following:

“Property Restoration”, per lump sum.

The unit contract price for the above, including all incidental work, shall be full pay for all labor, material, tools and equipment necessary to satisfactorily complete the work as defined in these Special Provisions and as shown on the Plans.

**END OF DIVISION 8**

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# **APPENDIX A**

## **Prevailing Wage Rates**

## **Washington State Prevailing Wage Rates for Public Works Contracts**

Department of L & I's prevailing wage rates can be found at the following website address:

- <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

Based upon the submittal deadline for this project the wage publication effective date to use is:

- March 28, 2024

The county in which the Public Works project is located is:

- King County

A copy of this wage rate is available for viewing in our office located at:

- City of Sammamish Public Works Department  
801 228th Avenue SE  
Sammamish, WA 98075

The City will mail or e-mail a copy of the applicable wage publication upon request:

- **to request a copy via e-mail please e-mail your request to lhachey@sammamish.us**
- **to request a copy via mail please call (425) 295-0500 and request City Clerk's office**

# **APPENDIX B**

## **Geotechnical Report**

**FINAL GEOTECHNICAL REPORT**  
**Storm Drain Replacement Investigation**  
**835 207<sup>th</sup> Ave NE, Sammamish, Washington**

**HWA Project No. 2021-057, Task 15**

**Prepared for**  
**City of Sammamish Public Works Department**

**March, 1, 2024**



**GEOSCIENCES INC.**

**DBE/MWBE**

**Geotechnical Engineering**  
**Pavement Engineering**  
**Geoenvironmental**  
**Hydrogeology**  
**Inspection & Testing**



March 1, 2024  
HWA Project No. 2021-057-21 Task 15

City of Sammamish  
Public Works Department  
801 228<sup>th</sup> Ave SE  
Sammamish, WA 98075

Attn: **Jayden Abrams, P.E.**  
Subject: **FINAL GEOTECHNICAL REPORT**  
**Storm Drain Replacement Feasibility Investigation**  
**835 207<sup>th</sup> Avenue NE**  
**Sammamish, Washington**

Mr. Abrams,

This report presents the results of geotechnical engineering studies for design and construction related to replacement of the storm drain on 207<sup>th</sup> Avenue NE in Sammamish, Washington. This report includes a description of our field activities, the log of our field exploration and the summary of our laboratory testing.

We appreciate the opportunity to provide geotechnical engineering services for this project. Please contact us if you have any questions regarding this report or require additional information or services.

Respectfully submitted,

**HWA GEOSCIENCES INC.**

Steven E. Greene, L.E.G.  
Senior Engineering Geologist

Enclosure: Geotechnical Report

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Figure 2	Site and Exploration Plan
Figure 3	Geologic Cross Section
Figure 4	Geologic Map

### APPENDICES

Appendix A:	Field Exploration
Figure A-1	Legend of Terms and Symbols Used on Exploration Logs
Figure A-2	Log of Boring BH-1
Appendix B:	Laboratory Testing
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Figure B-2	Particle-Size Analysis of Soils

**FINAL GEOTECHNICAL REPORT**  
**STORM DRAIN REPLACEMENT FEASIBILITY INVESTIGATION**  
**835 207<sup>th</sup> Avenue NE**  
**SAMMAMISH, WASHINGTON**

**1.0 INTRODUCTION**

**1.1 GENERAL**

This report describes the data gathering procedures and presents the test boring log and laboratory testing data assembled for the Storm Drain Replacement Feasibility Investigation.

Our field work included site reconnaissance and drilling one (1) boring. Appropriate laboratory tests were conducted on selected soil samples to determine relevant engineering properties of the subsurface soils. The data in this report will be used by the City of Sammamish to design and construct a replacement for the existing storm drain.

**1.2 PROJECT UNDERSTANDING**

This work provides for the placement of a new storm drain pipe under 207th Ave NE, the installation of two new catch basins and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

Currently, the storm drain pipe extends northwestward beneath 207<sup>th</sup> Avenue NE from a catch basin located on the east side of the road to a discharge point near the western road toe. The approximate location of the project site is shown on the Vicinity Map, [Figure 1](#). The project site and approximate borehole location is shown on the Site and Exploration Plan, [Figure 2](#). A Geologic Cross Section depicting the existing storm drain and the subsurface details excerpted from the log of BH-1 are shown in [Figure 3](#).

**2.0 FIELD INVESTIGATION AND LABORATORY TESTING**

**2.1 SUBSURFACE EXPLORATIONS**

In support of the design and construction of the proposed project, HWA advanced one (1) exploratory boring on May 26, 2023, designated BH-1, to determine the subsurface and ground water conditions. The location of this boring is shown in [Figure 2](#). Drilling was conducted within the paved shoulder in front of 830 207<sup>th</sup> Avenue NE, in Sammamish, Washington, to a depth of about 21½ feet below ground surface (bgs) and was performed by Geologic Drill Partners of Fall City, Washington, under subcontract to HWA, using a Mini Bobcat-mounted tracked drill rig and hollow stem auger.

In our boring, Standard Penetration Test (SPT) sampling was performed at selected depth intervals and the SPT resistance (“N-value”) of the soil was logged. Standard Penetration Testing (SPT) was performed using a 2-inch outside diameter split-spoon sampler driven by a

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140-pound manual cat head pulley hammer. During the test, a soil sample was obtained by driving the sampler 18 inches into the soil with the hammer free-falling 30 inches. The number of blows required for each 6-inches of penetration was recorded. If a total of 50 blows was recorded within a single 6-inch interval, the test was terminated, and the blow count was recorded as 50 blows for the number of inches of penetration. The number of blows required for the last two 6-inch intervals of penetration were deemed the N-value, which provides an indication of relative density of granular soils or the relative consistency of cohesive soils.

A geologist from HWA logged the exploration and recorded pertinent information, including sample depths, stratigraphy, soil descriptions, and ground water occurrence. Soil samples obtained from the boring were classified in the field and representative portions were placed in plastic bags. These soil samples were then taken to our Bothell, Washington, laboratory for further examination and testing. Soils were classified in general accordance with the classification system described in [Figure A-1](#), which also provides a key to the exploration log symbols. The boring log is presented on [Figure A-2](#). The stratigraphic contacts shown on the exploration log represent the approximate boundaries between soil types; actual transitions may be more gradual. The soil and groundwater conditions depicted are only for the specific date and location reported and, therefore, are not necessarily representative of conditions at other locations and times.

## **2.2 LABORATORY TESTING**

Laboratory tests were conducted on samples selected by HWA that were retrieved from our boring to characterize relevant engineering and index parameters of the subsoils encountered at the site. The tests included visual classifications, determination of natural moisture contents, and grain size distribution analyses. All testing was conducted in general accordance with appropriate American Society for Testing and Materials (ASTM) standards. A brief description of laboratory test methodology is presented in [Appendix B](#). The test results are presented in [Appendix B](#) or displayed on the boring logs in [Appendix A](#), as appropriate.

## **3.0 SITE CONDITIONS**

### **3.1 SURFACE CONDITIONS**

207<sup>th</sup> Avenue NE is a two-lane residential roadway that extends north from NE 8<sup>th</sup> Street and terminates at NE 11<sup>th</sup> Street, north of George Davis Creek in the City of Sammamish. NE 11<sup>th</sup> Street provides a direct connection with NE Inglewood Hill Road, a local arterial. The street is paved with HMA at grade with residential development along the east side of the road. Along the west side, residential structures step down a cut slope embankment. There are no concrete sidewalks, and the shoulders are locally paved with HMA or gravel covered.

### **3.2 GENERAL GEOLOGIC CONDITIONS**

General geologic information within the project area was obtained from the *Geologic Map of the East Half of the Bellevue South 7.5' x 15' Quadrangle, Issaquah Area, King County, Washington*



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(Booth et al., 2012). A portion of this geologic map covering the project area is shown on [Figure 4](#). The map indicates that the geologic unit within the project area consists of Pleistocene Vashon Stade recessional outwash. This unit is described as moderately to well sorted sand and gravel. This soil was deposited by flowing water draining west from Glacial Lake Snoqualmie to Glacial Lake Sammamish.

Mapped traces of the Seattle Fault Zone are located about 2.5 miles south of the project area. The Seattle Fault Zone is an about 43-mile-long, east-trending active fault zone that most recently ruptured about 1000 years ago. Previous ruptures have resulted in ground surface uplift and deformation. The recurrence interval for this fault zone is unconstrained, ranging from 0.2 to 12 thousand years, with potential earthquake magnitudes of greater than 7 on the Richter Scale.

### 3.3 SUBSURFACE CONDITIONS

Our interpretations of subsurface conditions are based on the results of our field exploration, published geologic mapping, review of available geologic and geotechnical data, and our experience in similar geologic settings. The soils observed in the borings are generally consistent with the published geologic map. A generalized geologic cross-section depicting conditions adjacent to our boring is shown on [Figure 3](#).

Each major material unit is described below, with materials interpreted as being youngest in origin and nearest to the surface described first.

- **Pavement:** Hot mix asphalt pavement was encountered at the surface in boring BH-1 and was approximately 2½ inches thick. In general, the pavement showed minimal pavement distress and was in good condition.
- **Fill:** Fill consisting predominately of loose to medium dense, poorly graded sand with silt to silty sand with gravel, was encountered in boring BH-1, extending below the asphalt pavement to a depth of about 5 feet. Near the base of the fill the soil contained an appreciable amount of organic material and woody debris.
- **Recessional Outwash:** Loose to dense, silty sand with gravel to sandy gravel with silt, was encountered below the fill to the terminal depth of our boring. This soil will provide adequate support for the storm drain if not overly disturbed. This soil is expected to exhibit very little cohesion due to its granular nature and poor grading and would be expected to be subject to sidewall raveling if excavated without shoring.

### 3.4 GROUNDWATER CONDITIONS

Although no groundwater was encountered during our exploration, groundwater conditions can vary with the season.

## **4.0 CONCLUSIONS AND RECOMENDATIONS**

Subsurface conditions encountered in the boring along the proposed storm drain pipe alignment generally consist of about 5 feet of fill soils overlying normally consolidated glacial outwash deposits to the maximum depth explored, approximately 21½ feet bgs. The glacial outwash soils are generally sufficient to support the proposed improvements and may be excavated using conventional equipment using stabilized open trench methods. The upper fill soils, where they are devoid of organic matter, and the underlying recessional outwash sand and gravel are anticipated to be suitable for use as trench backfill assuming all particles greater than 3-inches in diameter are removed. Alternatively, trench backfill should consist of crushed surfacing base course (CSBC) meeting the requirements of the 2024 WSDOT Standard Specifications Section 9-03.9.

Construction of the proposed storm drainpipe and pertinent structures will require trench excavations ranging from 9 feet to about 16 feet. Temporary shoring will be required to facilitate construction of these improvements. Temporary shoring should be designed to support the existing fill and native soils, and to prevent caving and undermining of the adjacent pavement and utilities. We expect that shallow trenches will be shored with conventional trench boxes. Shoring for deeper trenches will likely consist of trench boxes, or augmented steel sheets and struts that apply active pressure against the excavation walls.

Failure to achieve proper compaction could result in significant post-construction backfill settlement on the order of several inches at the deepest portions of the trench, resulting in distress to pavements, utilities, and other surface structures. Observation and testing of trench backfill by a representative of the Geotechnical Engineer is recommended to help the contractor achieve proper backfill preparation and uniform moisture conditioning, loose lift thickness control, and application of appropriate compaction effort.

### **4.1 OPEN-CUT EXCAVATIONS**

Trench excavations for the storm drain can be accomplished with conventional excavation equipment such as backhoes and trackhoes. However, the consistency and coarse-grained nature of the material may require effort to maintain sidewall stability and the contractor should be prepared to utilize trench boxes when excavating into these soils. Buried wood debris was encountered at the base of the fill. Although not reported on the exploration logs, there is a potential for oversize objects, such as boulders to be encountered in the excavations.

### **4.2 TEMPORARY SHORING CONSIDERATIONS**

Based on the preliminary design, we understand that construction of the proposed improvements will require excavations varying from 9 feet to approximately 16 feet to reach the proposed

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utility invert elevations. The trench excavations will require the use of temporary shoring. Lateral support for the trench walls should be provided by the contractor to prevent ground loss and possible distress to the road and other utilities. Trench boxes and/or steel sheets should provide suitable support for trench excavations for these projects. General recommendations for design and implementation of shoring systems are presented below.

- The trench boxes should be designed and constructed to support lateral loads exerted by the soil mass as well as any surcharge from construction equipment, construction materials, excavated soils, or vehicular traffic.
- The design, installation, maintenance and removal of temporary shoring should be the responsibility of the contractor.
- Precautions should be taken during removal of the shoring to minimize disturbance of the pipe, underlying bedding materials, and native subgrade soils.

Maintenance of safe working conditions, including temporary excavation stability, is the responsibility of the contractor. In accordance with Part N of Washington Administrative Code (WAC) 296-155, latest revisions, all temporary cuts in excess of 4 feet in height must be either sloped or shored prior to entry by personnel. The existing loose to dense, fill and recessional outwash generally classify as Type C Soil per WAC 296-155. Where no trench box is used, excavations in Type C Soil should be sloped no steeper than 1.5H:1V (horizontal:vertical). Flatter slopes may be required if groundwater seepage is observed.

#### **4.3 STRUCTURAL FILL MATERIALS AND COMPACTION**

Structural fill used to backfill utility trench excavations, should consist of granular materials such as crushed surfacing base course (CSBC) meeting the requirements of Section 9-03.9 of the WSDOT Standard Specifications. Alternatively, native granular outwash material consisting of 3-inch minus sand and gravel will be suitable for reuse as structural fill.

A sufficient number of modified Proctor tests should be performed on the materials to be used as structural fill to properly evaluate the compaction characteristics of the materials. A Geotechnical Engineer, or their representative, should perform full-time construction monitoring of all fill placement and compaction operations. If the on-site soils are placed either too wet or too dry of optimum moisture content, or if the soils are inadequately compacted, significant settlement should be anticipated.

Structural fill soils should be moisture conditioned, placed in loose horizontal lifts less than 8-inches thick, and compacted to at least 95% of the maximum dry density (MDD) as determined using test method ASTM D1557 (modified Proctor). Achievement of proper density of a compacted fill depends on the size and type of compaction equipment, the number of passes, thickness of the layer being compacted and soil moisture-density properties. In areas where limited space restricts the use of heavy equipment, smaller equipment can be used, but the soil

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must be placed in thin enough layers to achieve the required relative compaction. Generally, loosely compacted soils result from poor construction technique and/or improper moisture content. Soils with high fines contents are particularly susceptible to becoming too wet, and coarse-grained materials easily become too dry for proper compaction.

## **5.0 CONDITIONS AND LIMITATIONS**

We have prepared this report for the City of Sammamish Department of Public Works and their design team, for use in the design and construction of this project. The data contained in this report is based upon the site conditions as they existed at the time of the field explorations. Within the limitations of scope, schedule and budget, HWA attempted to execute these services in accordance with generally accepted professional principles and practices in the fields of geotechnical engineering and engineering geology at the time the report was prepared. No warranty, express or implied, is made, within the limitations of the scope, schedule, and budget. Experience has shown that soil and groundwater conditions can vary significantly over small distances. Inconsistent conditions can occur between explorations that may not be detected by a geotechnical study.

The exploration program completed may not be sufficient for final design. The design team may need to augment the geotechnical information in this report to supplement design.

The scope of our work did not include environmental assessments or evaluations regarding the presence or absence of wetlands, cultural resources or hazardous or toxic substances in the soil, surface water, or groundwater at this site.



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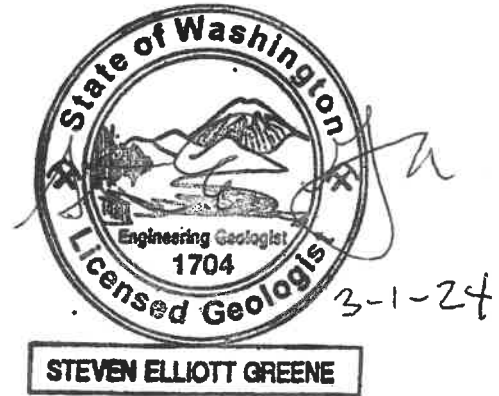
We appreciate the opportunity to be of service on this project.

Sincerely,

**HWA GEOSCIENCES INC.**



Mary Alice Benson, G.I.T.  
Geologist



STEVEN ELLIOTT GREENE  
Steven E. Greene, L.E.G.  
Senior Engineering Geologist

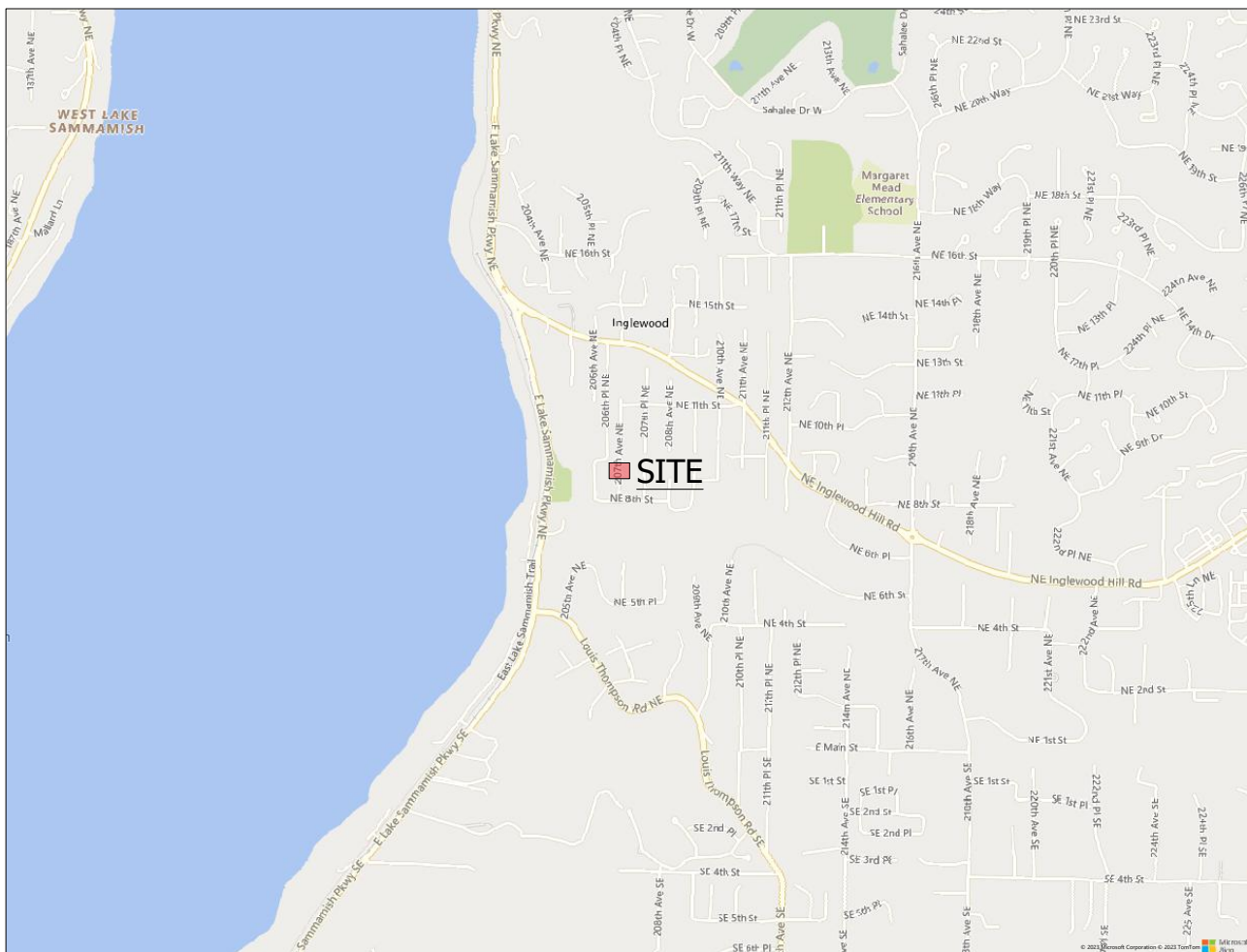
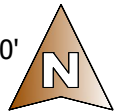
## 6.0 REFERENCES

Booth, Derek B., Walsh, Timothy J., Troost, Kathy Goetz, and Shimel, Scott A., 2012, *Geologic Map of the East Half of the Bellevue South 7.5' x 15' Quadrangle, Issaquah Area, King County, Washington*. United States Department of the Interior Geological Survey Scientific Investigations Map 3211, scale 1:24,000.

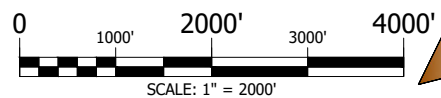
WSDOT, 2024, *Standard Specifications for Road, Bridge, and Municipal Construction*, M 41-10.



**SITE MAP**



**VICINITY MAP**



**SITE AND VICINITY MAP**

**207TH AVE NE STORMDRAIN REPLACEMENT  
SAMMAMISH, WASHINGTON**

FIGURE NO.:

**1**

DRAWN BY: CHECK BY:  
CF MAB

PROJECT #  
**2021-057-21 T15**





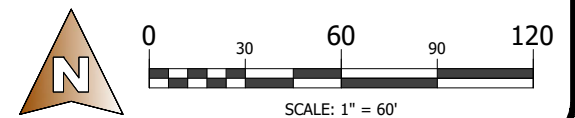


**EXPLORATION LEGEND**

BH-1 BOREHOLE DESIGNATION AND APPROXIMATE LOCATION

A ——— A'  
GEOLOGIC CROSS SECTION

**207TH AVE NE**  
Scale: 1" = 60'-0"



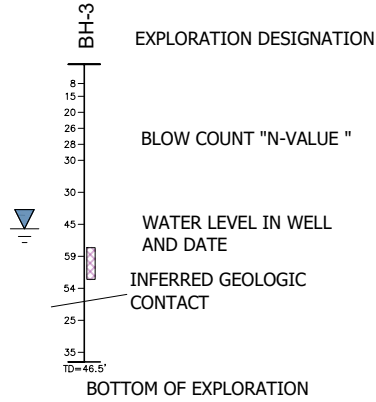
**207TH AVE NE STORMDRAIN REPLACEMENT  
SAMMAMISH, WASHINGTON**

**SITE &  
EXPLORATION PLAN**

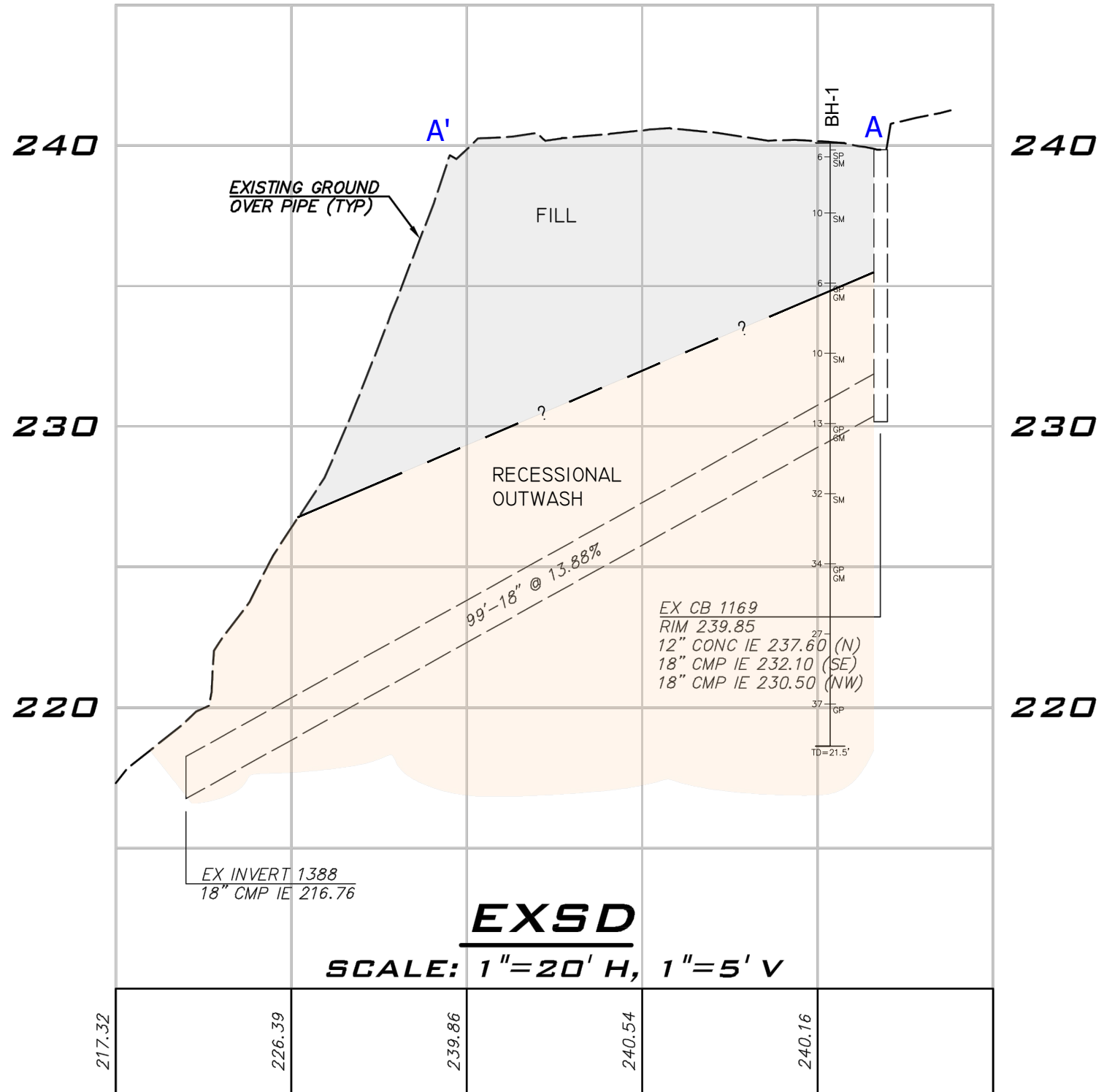
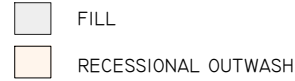
DRAWN BY: CF	FIGURE NO.: <b>2</b>
CHECK BY: MAB/SEG	PROJECT NO.: 2021-057-21 T15



**BORE LEGEND**



**SOILS LEGEND**

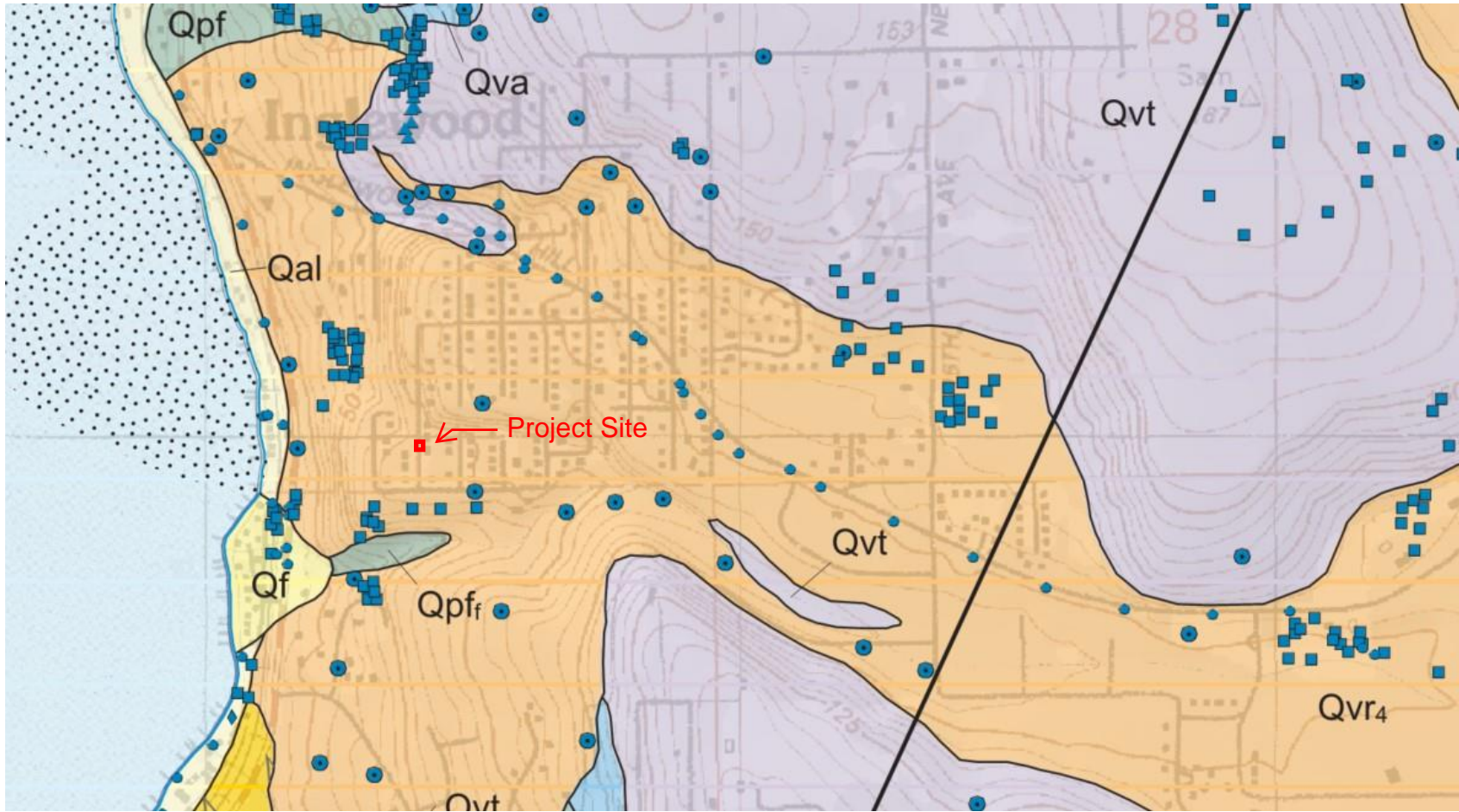


207TH AVE NE STORMDRAIN REPLACEMENT  
 SAMMAMISH, WASHINGTON

GEOLOGIC CROSS  
 SECTION A-A'

DRAWN BY: CF	FIGURE NO.: <b>3</b>
CHECK BY: MAB/SEG	PROJECT NO.: 2021-057-21 T15





**Recessional outwash deposits**—Stratified sand and gravel, moderately to well sorted; less common silty sand and silt. Deposited along the four east-west-trending outwash channels that carried glacial meltwater westward into glacial Lake Sammamish from glacial Lake Snoqualmie during ice retreat. Very large foreset bedding is exposed in several of these deposits, reflecting delta growth into the glacial-age lake. The youngest recessional outwash, deposited during the lowest stand of glacial Lake Sammamish immediately prior to full ice retreat from the lowland (Thorson, 1980; Booth, 1990) is located just south of the town of Issaquah. In the eastern and west-central parts of the map area, recessional outwash deposits are subdivided into five deglacial stages on the basis of location and altitude. These deposits are indicated on the map by hyphenated subscripts, from youngest (Qvr<sub>1</sub>) to oldest (Qvr<sub>4</sub>) stage units:

**Stage 4**—Glacial Lake Snoqualmie drained via the Inglewood Channel near the north boundary of the map (Thorson, 1980; equivalent to interval 10–11 of Booth, 1990), which has a present-day spillway altitude of 110 m (360 ft). The level of glacial Lake Sammamish was unchanged from the end of Stage 3 during this time

BASE MAP PROVIDED BY: GEOLOGIC MAP OF THE EAST HALF OF THE BELLEVUE SOUTH 7.5' X 15' QUADRANGLE, ISSAQUAH AREA, KING COUNTY, WASHINGTON, BOOTH ET AL., 2012



NOT TO SCALE



**GEOSCIENCES INC.**  
DBE/MWBE

**GEOLOGIC MAP**

207<sup>TH</sup> AVE NE STORMDRAIN REPLACEMENT  
SAMMAMISH, WASHINGTON

FIGURE NO.

**4**

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# **APPENDIX A**

## **FIELD EXPLORATION**

RELATIVE DENSITY OR CONSISTENCY VERSUS SPT N-VALUE

COHESIONLESS SOILS			COHESIVE SOILS		
Density	N (blows/ft)	Approximate Relative Density(%)	Consistency	N (blows/ft)	Approximate Undrained Shear Strength (psf)
Very Loose	0 to 4	0 - 15	Very Soft	0 to 2	<250
Loose	4 to 10	15 - 35	Soft	2 to 4	250 - 500
Medium Dense	10 to 30	35 - 65	Medium Stiff	4 to 8	500 - 1000
Dense	30 to 50	65 - 85	Stiff	8 to 15	1000 - 2000
Very Dense	over 50	85 - 100	Very Stiff	15 to 30	2000 - 4000
			Hard	over 30	>4000

TEST SYMBOLS

- %F Percent Fines
- AL Atterberg Limits: PL = Plastic Limit, LL = Liquid Limit
- CBR California Bearing Ratio
- CN Consolidation
- DD Dry Density (pcf)
- DS Direct Shear
- GS Grain Size Distribution
- K Permeability
- MD Moisture/Density Relationship (Proctor)
- MR Resilient Modulus
- OC Organic Content
- pH pH of Soils
- PID Photoionization Device Reading
- PP Pocket Penetrometer (Approx. Comp. Strength, tsf)
- Res. Resistivity
- SG Specific Gravity
- CD Consolidated Drained Triaxial
- CU Consolidated Undrained Triaxial
- UU Unconsolidated Undrained Triaxial
- TV Torvane (Approx. Shear Strength, tsf)
- UC Unconfined Compression

USCS SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP DESCRIPTIONS	
Coarse Grained Soils	Gravel and Gravelly Soils	Clean Gravel (little or no fines)		GW Well-graded GRAVEL
		Gravel with Fines (appreciable amount of fines)		GP Poorly-graded GRAVEL
	Sand and Sandy Soils	Clean Sand (little or no fines)		GM Silty GRAVEL
		Sand with Fines (appreciable amount of fines)		GC Clayey GRAVEL
More than 50% Retained on No. 200 Sieve Size	50% or More of Coarse Fraction Retained on No. 4 Sieve	Clean Sand (little or no fines)		SW Well-graded SAND
		Sand with Fines (appreciable amount of fines)		SP Poorly-graded SAND
	Silt and Clay	Liquid Limit Less than 50%		SM Silty SAND
				SC Clayey SAND
		Liquid Limit 50% or More		ML SILT
				CL Lean CLAY
Highly Organic Soils	Silt and Clay		OL Organic SILT/Organic CLAY	
			MH Elastic SILT	
			CH Fat CLAY	
			OH Organic SILT/Organic CLAY	
			PT PEAT	

SAMPLE TYPE SYMBOLS

- 2.0" OD Split Spoon (SPT) (140 lb. hammer with 30 in. drop)
- Shelby Tube
- Non-standard Penetration Test (3.0" OD Split Spoon with Brass Rings)
- Small Bag Sample
- Large Bag (Bulk) Sample
- Core Run
- 3-1/4" OD Split Spoon

GROUNDWATER SYMBOLS

- Groundwater Level (measured at time of drilling)
- Groundwater Level (measured in well or open hole after water level stabilized)

COMPONENT DEFINITIONS

COMPONENT	SIZE RANGE
Boulders	Larger than 12 in
Cobbles	3 in to 12 in
Gravel	3 in to No 4 (4.5mm)
Coarse gravel	3 in to 3/4 in
Fine gravel	3/4 in to No 4 (4.5mm)
Sand	No. 4 (4.5 mm) to No. 200 (0.074 mm)
Coarse sand	No. 4 (4.5 mm) to No. 10 (2.0 mm)
Medium sand	No. 10 (2.0 mm) to No. 40 (0.42 mm)
Fine sand	No. 40 (0.42 mm) to No. 200 (0.074 mm)
Silt and Clay	Smaller than No. 200 (0.074mm)

COMPONENT PROPORTIONS

PROPORTION RANGE	DESCRIPTIVE TERMS
< 5%	Clean
5 - 12%	Slightly (Clayey, Silty, Sandy)
12 - 30%	Clayey, Silty, Sandy, Gravelly
30 - 50%	Very (Clayey, Silty, Sandy, Gravelly)
Components are arranged in order of increasing quantities.	

NOTES: Soil classifications presented on exploration logs are based on visual and laboratory observation. Soil descriptions are presented in the following general order:

*Density/consistency, color, modifier (if any) GROUP NAME, additions to group name (if any), moisture content. Proportion, gradation, and angularity of constituents, additional comments. (GEOLOGIC INTERPRETATION)*

Please refer to the discussion in the report text as well as the exploration logs for a more complete description of subsurface conditions.

MOISTURE CONTENT

DRY	Absence of moisture, dusty, dry to the touch.
MOIST	Damp but no visible water.
WET	Visible free water, usually soil is below water table.

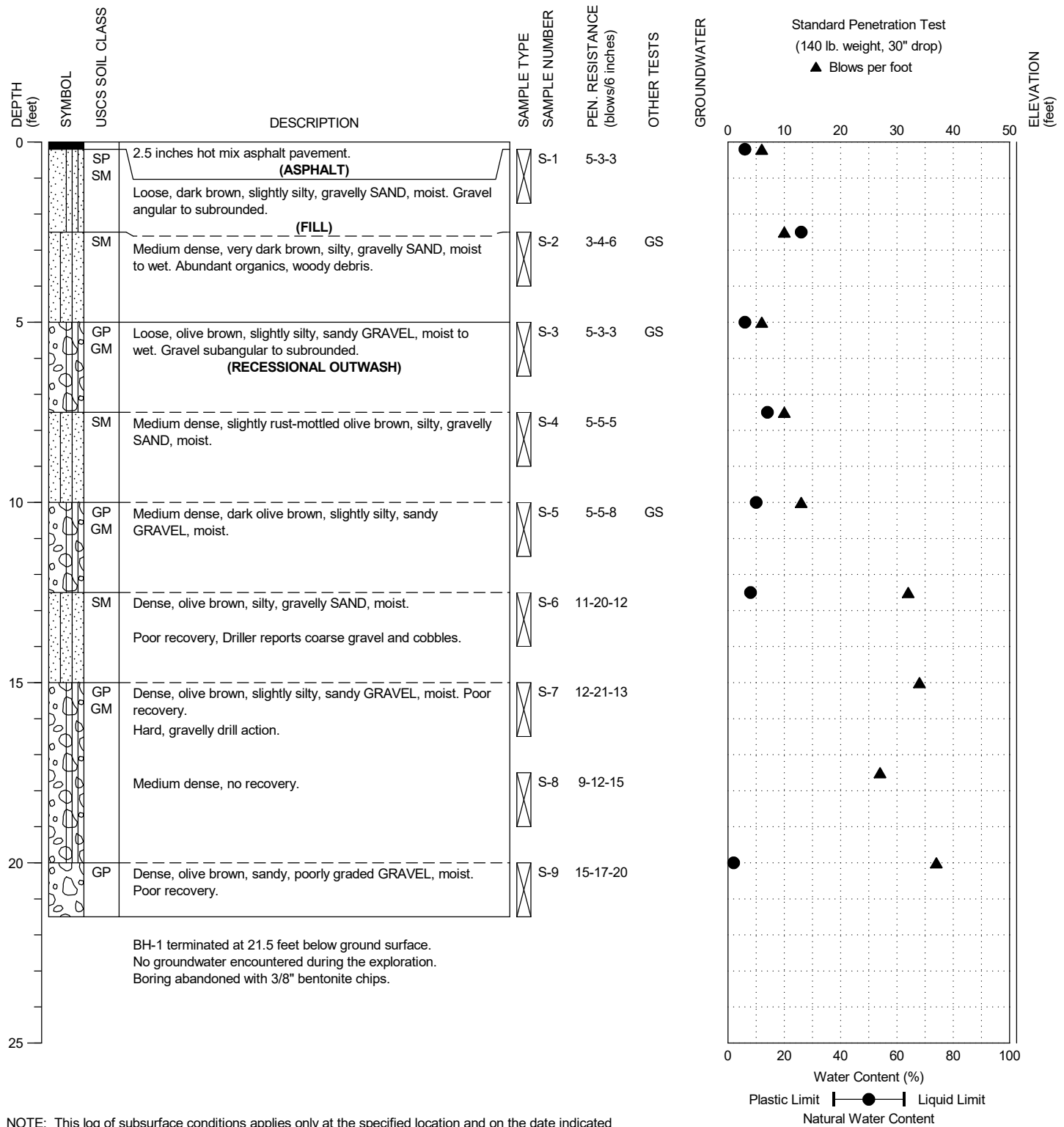


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LEGEND OF TERMS AND SYMBOLS USED ON EXPLORATION LOGS

DRILLING COMPANY: Geologic Drill Partners, Inc.  
 DRILLING METHOD: HSA, Mini Bobcat Limited Access Tracked Rig w/2.25" ID  
 SAMPLING METHOD: SPT w/Rope and Cathead  
 LOCATION: See Figure 2

DATE STARTED: 5/26/2023  
 DATE COMPLETED: 5/26/2023  
 LOGGED BY: M.A. Benson



NOTE: This log of subsurface conditions applies only at the specified location and on the date indicated and therefore may not necessarily be indicative of other times and/or locations.



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BORING:  
 BH-1

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FIGURE:

A-2

# **APPENDIX B**

## **LABORATORY TESTING**

## APPENDIX B

### LABORATORY TESTING

Representative soil samples obtained from the explorations were placed in plastic bags to prevent loss of moisture and transported to our Bothell, Washington, laboratory for further examination and testing. Laboratory tests were conducted on soil samples selected by Jacobs to characterize relevant engineering and index properties of the site soils. The results are summarized on the attached Summary of Material Properties, [Figure B-1](#).

**MOISTURE CONTENT (BY MASS):** The moisture content of selected soil samples was determined in general accordance with ASTM D 2216. The results are summarized on the attached Summary of Material Properties, [Figure B-1](#), and are shown at the sampled intervals on the appropriate summary logs in Appendix A.

**PARTICLE SIZE ANALYSIS OF SOILS:** Selected samples were tested to determine the particle (grain) size distribution of material in general accordance with ASTM D 422. Particle Size Analysis of Soils report, [Figure B-2](#), which also provides information regarding the classification of each sample.

EXPLORATION DESIGNATION	TOP DEPTH (feet)	BOTTOM DEPTH (feet)	MOISTURE CONTENT (%)	ORGANIC CONTENT (%)	SPECIFIC GRAVITY	ATTERBERG LIMITS (%)			% GRAVEL	% SAND	% FINES	ASTM SOIL CLASSIFICATION	SAMPLE DESCRIPTION
						LL	PL	PI					
BH-1,S-1	0.2	1.7	5.7									SP-SM	Very dark grayish-brown, poorly graded SAND with silt
BH-1,S-2	2.5	4.0	25.8					40.8	40.9	18.3		SM	Very dark brown, silty SAND with gravel
BH-1,S-3	5.0	6.5	5.8					69.7	24.2	6.0		GP-GM	Olive-brown, poorly graded GRAVEL with silt and sand
BH-1,S-4	7.5	9.0	13.8									SM	Brown, silty SAND with gravel
BH-1,S-5	10.0	11.5	10.1					45.3	44.3	10.4		GP-GM	Olive-brown, poorly graded GRAVEL with silt and sand
BH-1,S-6	12.5	14.0	8.0									SM	Light olive-brown, silty SAND with gravel
BH-1,S-9	20.0	21.5	2.3									GP	Grayish-brown, poorly graded GRAVEL

Notes: 1. This table summarizes information presented elsewhere in the report and should be used in conjunction with the report test, other graphs and tables, and the exploration logs.  
2. The soil classifications in this table are based on ASTM D2487 and D2488 as applicable.



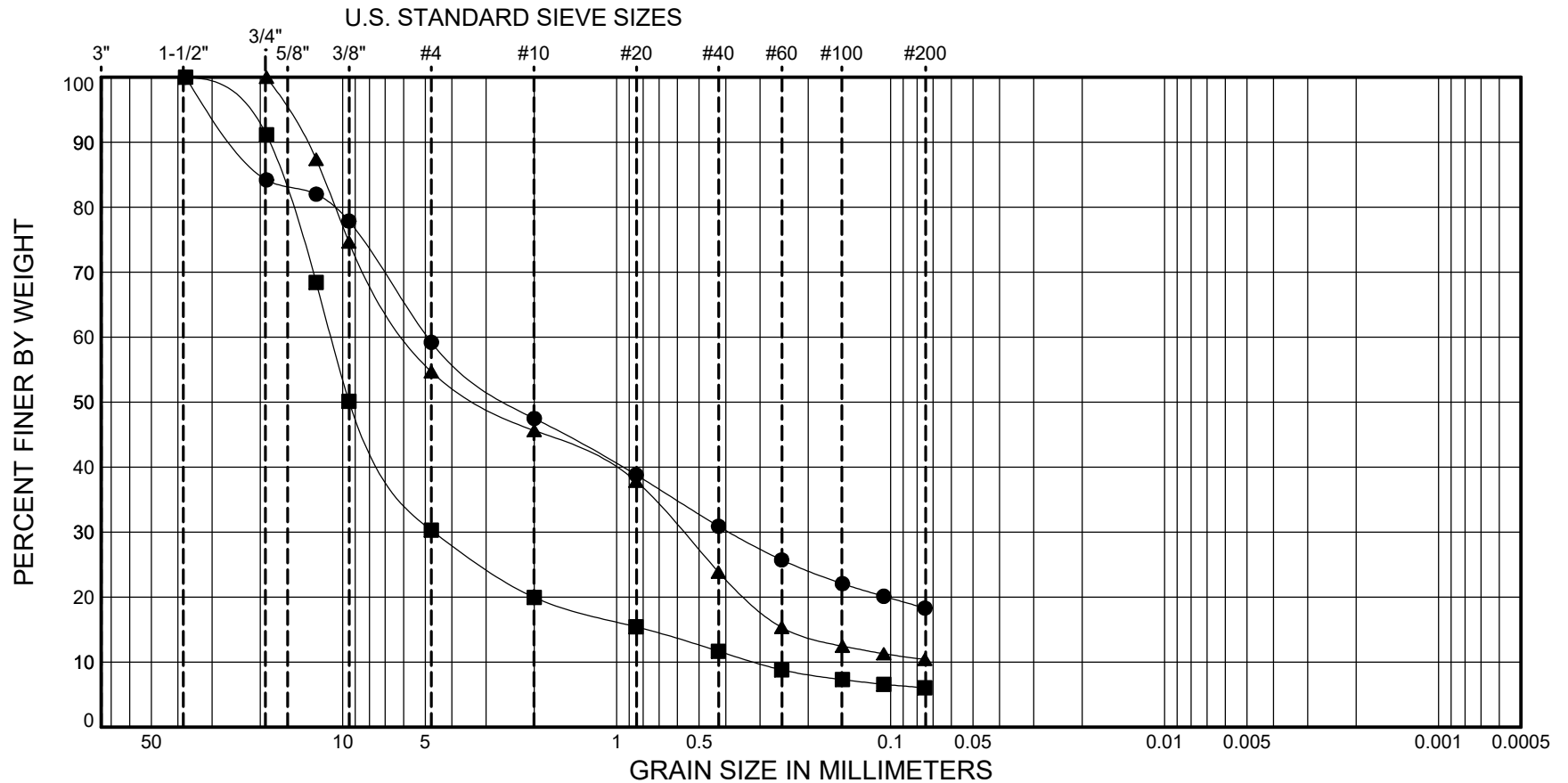
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SUMMARY OF  
MATERIAL PROPERTIES

PAGE: 1 of 1

PROJECT NO.: 2021-057-21 TO15 FIGURE: B-1

GRAVEL		SAND			SILT	CLAY
Coarse	Fine	Coarse	Medium	Fine		



SYMBOL	SAMPLE		DEPTH ( ft.)	CLASSIFICATION OF SOIL- ASTM D2487 Group Symbol and Name	% MC	LL	PL	PI	Gravel %	Sand %	Fines %
●	BH-1	S-2	2.5 - 4.0	(SM) Very dark brown, silty SAND with gravel	26				40.8	40.9	18.3
■	BH-1	S-3	5.0 - 6.5	(GP-GM) Olive-brown, poorly graded GRAVEL with silt and sand	6				69.7	24.2	6.0
▲	BH-1	S-5	10.0 - 11.5	(GP-GM) Olive-brown, poorly graded GRAVEL with silt and sand	10				45.3	44.3	10.4



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PARTICLE-SIZE ANALYSIS  
OF SOILS  
METHOD ASTM D6913

PROJECT NO.: 2021-057-21 TO15 FIGURE: B-2



# **PART 5**

# **PLANS**

(Under a separate cover)