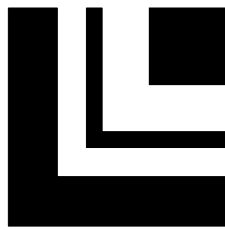


**CITY OF LYNNWOOD
PROJECT MANUAL**

**For
Scriber Lake Park Boardwalk
Bid # 3579**



**LYNNWOOD
WASHINGTON**

CITY OF LYNNWOOD
Scriber Lake Park Boardwalk

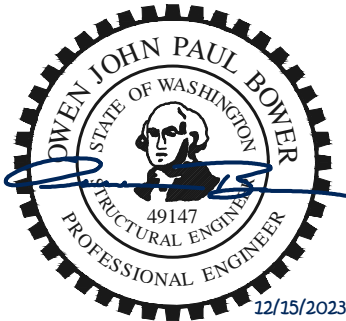
ENGINEER'S STATEMENT

These Contract Documents consisting of Specifications and Drawings have been prepared, except as noted otherwise, under the direction of the Professional Engineer, registered in the State of Washington, whose seal and signature appear below:



Specifications in Division 1-5 and 7-9 were developed by or under the supervision of:

Christopher J. Webb, PE
Herrera Environmental Consultants
2200 Sixth Avenue, Suite 1100
Seattle, WA 98121
Office: 360-684-1740



Specifications in Division 6 were developed by or under the supervision of:

Owen Bower, PE, SE
Lund Opsahl
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Seattle, WA 98161
Office: 206-402-5156

CONTRACT DOCUMENTS
Scriber Lake Park Boardwalk
Bid Set

SECTION 1	INVITATION FOR BID	1-1 to 1-6
SECTION 2	BIDDER'S CHECKLIST INSTRUCTIONS TO BIDDERS	2-1 to 2-16
SECTION 3	GENERAL PROVISIONS	3-1 to 3-26
SECTION 4	BID PROPOSAL FORM	4-1 to 4-20
SECTION 5	CONTRACT	5-1 to 5-4
SECTION 6	PAYMENT AND PERFORMANCE BONDS, INSURANCE CERTIFICATE	6-1 to 6-10
SECTION 7	PREVAILING WAGE RATE	7-1 to 7-2
SECTION 8	SPECIAL PROVISIONS	8-1 to 8-124
SECTION 9	CONTRACT PLANS	Under Separate Cover
SECTION 10	STANDARD PLANS	Attached
APPENDIX A	– GEOTECHNICAL REPORT	Attached
APPENDIX B	– BUILDING PERMIT & STRUCTURAL CALCULATIONS	Attached
APPENDIX C	– ENVIRONMENTAL PERMITS AND REPORTS	Attached
APPENDIX D	– TREE PERMIT AND ARBORIST REPORT	Attached
APPENDIX E	– FLOATING DOCK PLANS	Attached
APPENDIX F	– INADVERTENT DISCOVERY PLAN	Attached

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SECTION 1
INVITATION FOR BIDS

1 **CITY OF LYNNWOOD**
2 **INVITATION FOR BIDS**

3 **SUBMITTAL OF SEALED BIDS:**

4 Sealed electronic bid proposals (“Bids”) will be received by the City of Lynnwood using the City’s
5 e-bidding program at OpenGov.com until 2:00 p.m., January 31, 2024, for the following project
6 (“Project”):

7 **Scriber Lake Park Boardwalk**

8 Capitalized terms not defined in this Invitation for Bids shall have the meanings set forth in the
9 Project Manual of which this Invitation for Bids is a part.

10 **IMPORTANT INSTRUCTIONS FOR ELECTRONIC BID SUBMITTAL**

11 To download and submit bid documents for this project, Bidders must register with
12 OpenGov.com (free of charge) at <https://procurement.opengov.com/signup> .

13 Those previously registered with OpenGov.com may use their log in and password at
14 <https://procurement.opengov.com/portal/lynnwoodwa?status=all>.

15 After the bid deadline has passed, the OpenGov.com system will not allow bids to be submitted.
16 The OpenGov.com server clock will govern. Partial bids will not be accepted.

17 **BID OPENING:**

18 Immediately after the established bid due date and time, Bids submitted will be viewable by the
19 public for this project at OpenGov.com website (“Bid Opening”). Bids are to be submitted only
20 on the bid proposal forms provided through the OpenGov.com program. All Bids must be
21 accompanied by a scan of a bid bond, cashier’s check, certified check, or postal money order in an
22 amount not less than five percent (5%) of the total amount of the Bid. Actual bid security
23 document(s) must be delivered to 19100 44th Ave. W., Lynnwood, WA, ATTN: Katie McKee, and
24 received no later than the actual date and time of the bid opening. Bids or actual bid security
25 document(s) received after the time fixed for the Bid Opening will cause the Bid to be non-
26 responsive and it will not be considered.

27 **DESCRIPTION OF WORK:**

28 ***** This contract provides for improvements of trails and the parking lot within the City of
29 Lynnwood’s Scriber Lake Park all in accordance with the attached Contract Plans, these Contract
30 Provisions, and the Standard Specifications. The work includes but is not limited to removal of
31 approximately 1652 lineal feet of existing mulch trail and treated wood trail edging, removal of
32 one existing timber pedestrian bridge, modification of a portion of the floating dock, paving an
33 existing gravel trail along the Park driveway, reconstructing the accessible parking stalls,
34 overlaying the Park parking lot and driveway, constructing approximately 235 lineal feet of new
35 asphalt trail, overlaying asphalt trail, construction of approximately 1,100 lineal feet of new

1 elevated pile supported steel boardwalk with fiberglass decking, setting a new 55-foot pre-
2 manufactured steel pedestrian bridge, installing new gangway ramps, resetting a portion of the
3 floating dock, wetland mitigation planting, traffic control, temporary erosion and sediment control,
4 other miscellaneous work, and other work, all in accordance with the attached Contract Plans,
5 these Contract Provisions, and the Standard Specifications. Most of the work is located within the
6 floodplain and buffer of a peat wetland with and is subject to soil saturation and varying water
7 levels.*****

8 All Bids shall be based upon compliance with the Project Manual (including, without limitation,
9 the Contract Plans and Specifications). The estimated cost range for this project is \$4,500,000 –
10 \$6,500,000- The project shall be Physically Completed within 212 working days of the Notice to
11 Proceed.

12 **OBTAINING BID DOCUMENTS:**

13 The Project Manual for this Project (including the Contract Plans, Specifications, and all other
14 Contract Documents) may be examined at the Lynnwood City Hall. All questions regarding this
15 Project shall be submitted to the City via the OpenGov Portal.

16 The Project Manual, plans, specifications, addenda, bidders list, and plan holders list for this
17 project are available through OpenGov.com at
18 <https://procurement.opengov.com/portal/lynnwoodwa?status=all> or through Builders Exchange
19 at the City of Lynnwood's on-line plan room. Free of charge access is provided to Prime
20 Bidders, Subcontractors, and Vendors by going to <http://www.bxwa.com> and clicking on "Posted
21 Projects", "Public Works" and "City of Lynnwood". Bidders are encouraged to "Register" in
22 order to receive automatic email notification of future addenda and to be placed on the "Bidders
23 List". This on-line plan room provides Bidders with fully usable on-line documents with the
24 ability to download, print to your own printer, order full / partial plan sets from hundreds of
25 reprographic sources (on-line print order form), and a free on-line digitizer / take-off tool.
26 Contact Builders Exchange of Washington at 425-258-1303 should you require assistance.

27 A non-mandatory prebid walk-through of the Project will be offered at **10:00 AM, January 11,**
28 **2024, Scriber Lake Park, 5601 198th St SW, Lynnwood WA 98036.** Prebid walkthrough is
29 highly encouraged for bidders to better understand the site conditions and project context. parking
30 is available on-site. An online prebid conference will not be held.

31 The City of Lynnwood expressly reserves the right to reject any or all Bids, to waive irregularities,
32 and to award the Project to the lowest responsive, responsible Bidder.

33 Bidder Proposals shall remain valid for forty-five (45) days after the actual date of Bid Opening.
34 The City of Lynnwood in accordance with the provisions of Title VI of the Civil Rights Act of
35 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders
36 that it will affirmatively ensure that any contract entered into pursuant to this advertisement,
37 disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in
38 response to this invitation and will not be discriminated against on the grounds of race, color, or
39 national origin in consideration for an award.

1

william A. franz

William A. Franz, P.E.
Public Works Director

2 Published: Everett Herald – January 3, 2024, January 10, 2024

3 Daily Journal of Commerce - January 3, 2024, January 10, 2024

Signature: *william A. franz*
william A. franz (Dec 18, 2023 13:54 PST)

Email: wfranz@lynnwoodwa.gov

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SECTION 2
BIDDER’S CHECKLIST
INSTRUCTIONS TO BIDDERS

BIDDER'S CHECKLIST

This non-inclusive checklist is included here as a convenience to the Bidder to ensure that all items are properly addressed.

These items are related to the submittal of a Bid. Documents to be included as part of the bid proposal shall be scanned and electronically uploaded through the OpenGov.com website:

1. Have you included a unit or lump sum price for each bid item on the proposal?
2. Has the proposal Bid Form (**Attachment A**) been properly signed?
3. Have you completed the Bid Security Form (**Attachment B**)?
4. Has the Bid Security (bid bond, certified/cashier's check, postal money order) been scanned and enclosed with your Bid and the actual document(s) delivered to the required address stated in the Invitation for Bids?
5. Is the amount of the bid guaranty at least 5% of the total amount of the Bid?
6. Have you completed the Non-Collusion Affidavit? (**Attachment C**)
7. Have you completed Statement of Bidder's Qualifications & Responsible Bidder Determination Forms? (**Attachments D and E**)?
8. Have you certified receipt of addenda?
9. Have you completed and signed, under penalty of perjury, the "Contractor Certification—Wage Law Compliance-Responsibility Criteria" document (DOT Form 272-009) in the Bid Proposal Package? (**Attachment F**)
10. Have you listed all subcontractors as required by RCW 39.30.060? (Form 271-015A) (**Attachment G**) (Only required for bids \$1M and greater)

By 12:00 PM (noon) of the second business day following bid submittal deadline, **Apparent Low Bidder** shall submit the following:

1. Completed "Responsible Subcontractor Determination Form" for each proposed (named in bid) subcontractor, as outlined in Section 2.22.C of Instructions to Bidders. (**Attachment H**)
2. Supplemental Bidder Responsibility criteria documentation for Bidder (Prime) as outlined in Section 2.22.B of Instructions to Bidders, including the following affidavits, provided at the end of Section 4 (**Attachments I – M**):
 - a. Delinquent State Taxes (form for criteria 1)
 - b. Claims against Retainage and Bonds (form for criteria 4)
 - c. Public Bidding Crimes (form for criteria 5)
 - d. Termination for Cause / Termination for Default (form for criteria 6)
 - e. Lawsuits (form for criteria 7)

The following items are included in the Project Manual for informational purposes only and will be executed by the successful Bidder after award:

1. Contract

- 1
 - 2
 - 3
 - 4
 - 5
2. Performance Bond
 3. Payment Bond
 4. Certificate of Insurance
 5. Contractor's Declaration of Option for Management of Statutory Retained Percentage

1 **CITY OF LYNNWOOD**

2
3 **INSTRUCTIONS TO BIDDERS**

4 2.01 **SUBMISSION OF BIDS:**

5 To receive consideration, electronically submitted Bids must be received by the City of
6 Lynnwood, prior to the specified date and time of the Bid Opening, as it may be
7 amended, using the OpenGov.com e-bidding program available at
8 <https://procurement.opengov.com/portal/lynnwoodwa?status=all>.

9 **IMPORTANT INSTRUCTIONS FOR ELECTRONIC BID SUBMITTAL**

10 In order to submit an electronic bid for this project, Bidders must create a FREE account
11 with OpenGov.com by signing up at <https://procurement.opengov.com/signup>. Those
12 with a current account with OpenGov.com may proceed to the above web address.

13 **Note:** Any deviations from the required Contract Plans, Specifications or other Contract
14 Documents shall be identified in writing by the Bidder, and the Invitation for Bid number
15 and company or firm name should appear on any technical data or other information
16 furnished by the Bidder with its Bid.

17 2.02 **SIGNATURE:**

18 Each Bid must be electronically signed by the Bidder. Bids by general or limited
19 partnerships must be executed in the partnership name by at least one of the general
20 partners, followed by signature(s) and designation(s) of the signing partner(s). Bids by
21 corporations, limited liabilities companies and other legal entities must be executed in the
22 legal name of the entity, followed by the name of the State or Province of organization and
23 by the signature of the president, manager or other officer or person authorized to execute
24 legal documents on behalf of the entity. The typed or printed name of the person(s) signing
25 the Bid shall appear below each signature.

26 **Note:** If erasures or other changes appear on the Bid forms as submitted, each erasure or
27 change must be initialed by an authorized representative of the entity submitting the bid.

28 2.03 **BID FORM:**

29 Bids will not be considered unless submitted on the electronic **Bid form** provided through
30 the OpenGov.com e-bidding program.

31 2.04 **BID DEPOSIT:**

32 All electronic Bids must be accompanied by a scanned copy of a bid bond, postal money
33 order, cashier's check or certified check on a solvent bank, payable to **City of Lynnwood**,
34 in the sum of five percent (5%) of the Bid amount ("Deposit"). Actual bid security

document(s) must be delivered to 19100 44th Ave W, Lynnwood, WA 98036, ATTN: Katie McKee, and received no later than the actual date and time of the bid opening. Said Deposit will be held as a guarantee that the successful Bidder will, within ten days from the date of notification of award, enter into a Contract and furnish approved Payment and Performance Bonds, on the forms enclosed in the Project Manual, in amounts equal to one hundred percent (100%) of the amount of the Contract, including state sales tax. Deposits of all other Bidders will be returned as soon as practicable after award of the Contract. Should a Bidder fail to enter into a Contract within ten (10) days after notice of acceptance of its Bid, the Bidder's Deposit shall be forfeited to the City.

2.05 WITHDRAWAL OF BIDS:

Any Bidder may electronically withdraw its Bid at any time prior to the time set for the Bid Opening by logging into the OpenGov.com system and removing their bid. However, after the Bid Opening, no Bid may be withdrawn for forty-five (45) days after the date of the actual Bid Opening.

2.06 MODIFICATION OF BIDS:

Prior to the established bid due date and time, an electronic Bid that has been submitted through the OpenGov.com system may be modified, altered or amended by an authorized representative of the Bidder by logging into the OpenGov.com system to update the submittal, provided it is performed prior to the time and date of the Bid Opening. Any account which is still open at the time and date set for receipt of bids will be deemed non-responsive and will not be considered. No oral or telephonic modifications will be accepted.

2.07 EXCEPTIONS:

If awarded a Contract, the Bidder will be required to furnish the construction and services in strict accordance with the Project Manual, including, without limitation, all materials, equipment, tools, plant and other facilities and all management, superintendents, labor, and services, except as may be provided otherwise in the Project Manual, unless an exception, substitution or deviation, clearly noted and described in the Bid in the space provided, is approved by the City in awarding the Contract (collectively, the "Work").

2.08 TAXES:

Unless otherwise noted on the Proposal form, bids shall show prices as separate entries before Washington State Sales Tax. The City reserves the right to remit Sales Tax, at the Lynnwood rate, directly to Washington State Department of Revenue. See Section 1-07.2 of the Standard Specifications.

2.09 LATE BIDS AND MODIFICATIONS OF BIDS:

After the Bid deadline has passed, the OpenGov.com system will not allow Bidders to submit or modify a bid proposal. The OpenGov.com server clock will govern. Partial bids will not be accepted.

2.10 NON-COLLUSION AFFIDAVIT:

All Bidders must complete the attached non-collusion affidavit. Bids submitted without a completed affidavit will be considered non-responsive.

2.11 ADDENDA:

If Lynnwood issues Addenda to the Project Manual, bidders must acknowledge receipt of the addenda on the Bid Form. It is the Bidders responsibility to ensure that they have received all addenda. Lynnwood will make reasonable effort to provide addenda to all bidders by posting to the City's OpenGov.com website and to the on-line plan room at Builders Exchange <http://www.bxwa.com>.

If receipt of Addenda (if any) is not indicated on the Bid Form, Lynnwood may assume the Bid considers all Addenda **OR** the bid may be rejected at the City's discretion.

2.12 NONRESPONSIVE BIDS:

Any Bid that is incomplete, does not comply with the Bid schedule or other instructions in the Project Manual, or is not properly signed, may be considered non-responsive. Any Bid which includes any exceptions, substitutions or deviations from any part of the Project Manual will be considered non-responsive.

2.13 REJECTION OF BIDS:

Any Bids that are non-responsive or deviate from the express requirements of the Project Manual may be rejected at the City's discretion.

2.14 INTERPRETATION OF CONTRACT DOCUMENTS:

The Bidder shall promptly notify the City of any discovered conflicts, ambiguities, or discrepancies in or between, or omissions from, the Contract Documents. No oral interpretations will be made to any Bidder as to the meaning of the Project Manual or any Contract Document; and any oral communications are not binding on the City. Requests for an interpretation must be made in writing and received by the Public Works Director's office at least four (4) business days before the date specified for the Bid Opening. Any interpretation deemed necessary by the City will be in the form of an addendum to the Project Manual and when issued will be posted as promptly as is practical to the City's OpenGov.com website and to the on-line plan room at Builders Exchange of Washington at <http://www.bxwa.com>. All such addenda shall become part of the Project Manual.

2.15 EXAMINATION OF SITE AND CONTRACT DOCUMENTS:

The submission of a Bid shall constitute an acknowledgment upon which the City may rely that the Bidder has thoroughly examined and is familiar with (a) the Project Manual (including Contract Plans, Specifications and all other Contract Documents) and all work sites identified in the Project Manual, and (b) has reviewed and inspected all applicable

1 statutes, regulations, ordinances, and resolutions dealing with or related to the Work to be
2 provided thereunder. The failure or neglect of a Bidder to examine the Project Manual,
3 work site(s), or statutes, regulations, ordinances or resolutions shall in no way relieve the
4 Bidder from any obligation with respect to the Bidder's Bid or the Contract. No claim for
5 additional compensation will be allowed which is based upon a lack of knowledge of any
6 Contract Document, work site, statute, regulation, ordinance or resolution. The submittal
7 of a Bid shall be deemed an offer by the Bidder to perform the Work in accordance with
8 the Project Manual and the Bid. The furnishing by the City to a Bidder of a signed purchase
9 order or contract shall result in a binding contract without further action by either party.

10 2.16 BID ERRORS:

11 A. A Bidder who wishes to claim error after the Bids have been opened and read shall
12 submit a notarized affidavit signed by the Bidder, accompanied by original worksheets
13 used in the preparation of the Bid. The affidavit shall describe the specific error(s) and
14 certify that the worksheets are the originals used in the preparation of the Bid.

15 B. The affidavit and the worksheets must be received by the City before 5:00 p.m. local
16 time on the next business day following the day of the Bid Opening or the claim of
17 error will not be considered. The City will review the certified worksheets to determine
18 the validity of the claimed error. If the claim of error is allowable under applicable
19 law, the Bidder will be relieved of responsibility, and the Bid Deposit of the Bidder
20 claiming error will be returned. Thereafter, at the discretion of the City, all Bids may
21 be rejected or the Contract may be awarded to the next lowest responsive, responsible
22 Bidder.

23 C. All bidders shall be presumed to know the bid results that are opened and read by the
24 City. The City has no affirmative duty to notify any bidder as to their bid order or rank.

25 2.17 ESTIMATED QUANTITIES:

26 Unit quantities shown in the Contract Documents are estimates and are stated only for Bid
27 comparison purposes. The City does not warrant that the actual unit quantities will
28 correspond with those estimates. The City reserves the right to increase or decrease any
29 unit quantities shown in the Contract Documents by up to 25% without adjusting the unit
30 contract prices. Payment will be made on the basis of the actual quantities of each item of
31 Work satisfactorily completed in accordance with the requirements of the Contract
32 Documents.

33 2.18 SUBMISSION OF SUBCONTRACTOR INFORMATION:

34
35 For contracts where the estimated cost of the project, including sales tax, is One Million
36 Dollars (\$1,000,000) or more, the requirements of RCW 39.30.060, including any
37 amendments, shall apply and each Bidder shall submit a list of proposed subcontractors
38 with whom the Bidder, if awarded the contract, will subcontract for performance of the
39 work of structural steel installers, steel rebar installers, heating, ventilation and air

conditioning, plumbing and electrical, or name itself for the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternatives, in which case, the Bidder must indicate which subcontractor will be used for which alternative. This list must be submitted as part of the Bid, or within one hour after the published bid submittal time. Failure of the Bidder to submit as part of the bid the names of such subcontractors or to name itself to perform the work or the naming of two or more subcontractors to perform the same work shall render the Bidder's bid non-responsive and, therefore, void.

The requirement to name the Bidder's proposed structural steel installers, steel rebar installers, heating, ventilation and air conditioning, plumbing, and electrical subcontractors applies only to proposed structural steel installers, steel rebar installers, heating, ventilation and air conditioning, plumbing, and electrical subcontractors who will contract directly with the general contractor submitting the bid.

2.19 BID PRICE:

A. The Bid price shall include everything necessary for the prosecution and completion of the Work specified in the Contract Documents including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendents, labor, and services, except as may be provided otherwise in the Contract Documents. The offer represented by the Bid shall remain in effect for forty-five (45) days after the date of the Bid Opening. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly. Bidders should indicate in their Bids the address to which payment should be mailed, if such address is different from that shown for the Bidder.

B. In accordance with RCW 39.04.380, effective March 30, 2012, the City of Lynnwood is enforcing a **Reciprocal Preference for Resident Contractors**. For any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor.

A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

1. Is from a state that provides a percentage bid preference to its resident contractors bidding on a public works contract.
2. At the time of bidding on a public works project, does not have a physical office located in Washington.

The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed.

1 All nonresident contractors will be evaluated for out of state bidder's preference. If the
2 state of the nonresident contractor provides an in-state contractor's preference, a
3 comparable percentage disadvantage will be applied to their bid prior to contract award.

4 If a nonresident contractor is still the lowest responsive, responsible bidder after the
5 Nonresident Disadvantage Total is applied, then they will be awarded a contract in the
6 amount of their original bid (not including the disadvantage percentage amount).

7 This section does not apply to public works procured pursuant to RCW 39.04.155,
8 30.04.280, or any other procurement exempt from competitive bidding.

9 2.20 CONTRACT AWARD:

10 The Contract may be awarded to the lowest responsive, responsible Bidder complying with
11 the Project Manual (including, without limitation, the Contract Plans and Specifications)
12 and all applicable statutes, regulations, ordinances and resolutions, provided the Bid is
13 reasonable and in the best interests of the City. The City reserves the right to award to the
14 lowest responsive, responsible Bidder submitting the base bid, or base bid and any
15 alternative selected by the City, as determined most advantageous to the City. The City
16 reserves the right to reject any and all Bids, to reissue the Invitation for Bids, to revise or
17 cancel the Project, or to waive any irregularities in the Bids received. The Contract is
18 subject to final approval by the City and is of no effect, and no rights against the City arise,
19 until executed by the City Mayor. The Contract is further subject to requirements of
20 applicable federal and state agencies.

21
22 2.21 BID PROTESTS:

23 The City's Protest Policy may be found at the following link:
24 [https://www.lynnwoodwa.gov/files/sharedassets/public/city-clerk/procurement-](https://www.lynnwoodwa.gov/files/sharedassets/public/city-clerk/procurement-documents/protest-policy.pdf)
25 [documents/protest-policy.pdf](https://www.lynnwoodwa.gov/files/sharedassets/public/city-clerk/procurement-documents/protest-policy.pdf)

26 2.22 QUALIFICATIONS OF BIDDERS

27
28 A. **Responsible Bidder Determination at Time of Bid:** Pursuant to RCW 39.04.350, it
29 is the intent of Contracting Agency to award a contract to the low responsible bidder.
30 **At the time of bid**, the bidder must meet the following bidder responsibility criteria to
31 be considered a responsible bidder. The bidder shall be required by the Contracting
32 Agency to submit documentation demonstrating compliance with the criteria.

33 1. **Mandatory Bidder Responsibility Criteria:** To be considered a responsible
34 bidder, the bidder must:

- 35 a. Have a current certificate of registration as a contractor in compliance with
36 chapter 18.27 RCW, which must have been in effect at the time of bid
37 submittal;
38 b. Have a current Washington Unified Business Identifier (UBI) number;
39 c. If applicable:

- 1) Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
- 2) Have a Washington Employment Security Department number, as required in Title 50 RCW;
- 3) Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- e. Have received training on the requirements related to public works and prevailing wage under 39.04.350 RCW and 39.12 RCW, or are exempt.
- f. Not "willfully" violated state minimum wage laws within the last three-year period prior to bid opening date.

2. **Documentation:**

- a. For items 1.a through 1.e, above, Bidder shall complete and sign the **"Responsible Bidder Determination Form"** in Section 4 of the Project Manual and **Attachment E**. The documents shall be scanned and uploaded to the OpenGov.com website where indicated.
- b. For item 1.f, above, Bidder shall complete and sign the **"Contractor Certification-Wage Law Compliance-Responsibility Criteria"** document (DOT Form 272-009) included in Section 4 of the Project Manual and **Attachment F**. The document shall be scanned and uploaded to the OpenGov.com website where indicated.

B. **Supplemental Bidder Responsibility Criteria – Post Bid:** In addition to the mandatory bidder responsibility criteria referenced above, the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project and, as evidence that the bidder meets the supplemental bidder responsibility criteria, **the apparent low bidder must submit the required documentation to the Contracting Agency by 12:00 P.M. (Noon) of the second business day following the bid submittal deadline.** The Contracting Agency reserves the right to request such documentation from other bidders:

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 shall sign a statement (on a form included in Section 4 of the Project Manual and **Attachment I**) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to Washington State Department of Revenue, the Bidder must submit to the Contracting Agency a written payment plan approved by the Department of Revenue, by the deadline noted above.

2. Federal Debarment

- 1 a. **Criterion:** The Bidder shall not currently be debarred or suspended by the
2 Federal government.
- 3 b. **Documentation:** The Bidder shall not be listed as having an “active
4 Exclusion” on the U.S. General Services Administration’s “System for
5 Award Management” website: <http://www.sam.gov/>.
6
- 7 3. Subcontractor Responsibility
- 8 a. **Criterion:** The Bidder’s standard subcontract form shall include the
9 subcontractor responsibility language required by RCW 39.06.020, and the
10 Bidder shall have an established procedure which it utilizes to validate the
11 responsibility of each of its subcontractors. The Bidder’s subcontract form
12 shall also include a requirement that each of its subcontractors shall have
13 and document a similar procedure to determine whether the sub-tier
14 subcontractors with whom it contracts are also “responsible” subcontractors
15 as defined by RCW 39.06.020.
- 16 b. **Documentation:** The Bidder shall submit a copy of its standard
17 subcontract form for review by the Contracting Agency, and a written
18 description of its procedure for validating the responsibility of
19 subcontractors with which it contracts.
20
- 21 4. Claims Against Retainage and Bonds
- 22 a. **Criterion:** The Bidder shall not have a record of excessive claims filed
23 against the retainage or payment bonds for public works projects during the
24 three years prior to the bid submittal deadline, that demonstrate a lack of
25 effective management by the Bidder of making timely and appropriate
26 payments to its subcontractors, suppliers, and workers, unless there are
27 extenuating circumstances acceptable to the Contracting Agency.
- 28 b. **Documentation:** The Bidder shall sign a statement (on a form included in
29 Section 4 of the Project Manual and **Attachment J**) that the Bidder has not
30 had a record of excessive claims filed against the retainage or payment
31 bonds for public works during the three year prior to the bid submittal
32 deadline. If answered in the affirmative, the Bidder shall submit a list of
33 the public works projects completed within the three years prior to the bid
34 submittal deadline, that have had claims against retainage and bonds, and
35 include for each project the following information:
36 1) Name of the project;
37 2) The owner and contact information for the owner;
38 3) A list of claims filed against the retainage and/or payment bond for any
39 of the projects listed;
40 4) A written explanation of the circumstances surrounding each claim and
41 the ultimate resolution of the claim.
42 The Contracting Agency may contact previous owners to validate the
43 information provided by the Bidder
44
- 45 5. Public Bidding Crimes

- 1 a. **Criterion:** The Bidder and/or its owners shall not have been convicted of
2 a crime involving bidding on a public works contract in five years prior to
3 the bid submittal deadline.
4 b. **Documentation:** The Bidder shall sign a statement (on a form included in
5 Section 4 of the Project Manual and **Attachment K**) that the Bidder and/or
6 its owners have not been convicted of a crime involving bidding on a public
7 works contract. The Contracting Agency may also use independent sources
8 of information that may be available to demonstrate whether the Bidder is
9 in compliance with this criterion

10
11 6. Termination for Cause / Termination for Default

- 12 a. **Criterion:** The Bidder shall not have had any public works contract
13 terminated for cause or terminated for default by a government agency
14 during the five years prior to the bid submittal deadline for this project,
15 unless there are extenuating circumstances and such extenuating
16 circumstances are acceptable to the Contracting Agency.
17 b. **Documentation:** The Bidder shall sign a statement (on a form included in
18 Section 4 of the Project Manual and **Attachment L**) that the Bidder has not
19 had any public works contract terminated for cause or terminated for default
20 by a government agency in the five years prior to the bid submittal date; or
21 if Bidder was terminated, describe the circumstances. The Contracting
22 Agency may also use independent sources of information that may be
23 available to demonstrate whether the Bidder is in compliance with this
24 criterion.
25

26 7. Lawsuits

- 27 a. **Criterion:** The Bidder shall not have lawsuits with judgements entered
28 against the Bidder in the five years prior to the bid submittal date that
29 demonstrate a pattern of failing to meet the terms of contracts, unless there
30 are extenuating circumstances, and such circumstances are deemed
31 acceptable to the Contracting Agency.
32 b. **Documentation:** The Bidder shall sign a statement (on a form included in
33 Section 4 of the Project Manual and **Attachment M**) that the Bidder has not
34 had any lawsuits with judgments entered against the Bidder in the five years
35 prior to the bid submittal date that demonstrate a pattern of failing to meet
36 the terms of contracts, or shall submit a list of all lawsuits with judgments
37 entered against the Bidder in the five years prior to the bid submittal date,
38 along with a written explanation of the circumstances surrounding each
39 such lawsuit. The Contracting Agency shall evaluate these explanations to
40 determine whether the lawsuits demonstrate a pattern of failing to meet of
41 terms of construction related contracts.
42

- 43 C. **Subcontractor Responsibility:** The successful Bidder shall include the language of
44 this section in each of its first-tier subcontracts and shall require each of its
45 subcontractors to include the same language of this section in each of their

subcontracts, adjusting only as necessary the terms used for the contracting parties. By 12:00 PM (noon) of the second business day following the date for submission of bids, the **apparent low bidder** shall provide a “Responsible Subcontractor Determination Form” (included in Section 4 of the Project Manual and attachment I) to the Contracting Agency demonstrating that all subcontractors named in the bid meet the subcontractor responsibility criteria below. For other subcontractors, the same form shall be part of the documentation submitted with a “Request to Sub-Let” (DOT Form 421- 12). The requirements of this section apply to all subcontractors regardless of tier.

1. **Criteria:** At the time of subcontract execution, the successful Bidder shall, as required by RCW 39.06.020, verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:

- a. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
- b. Have a current Washington Unified Business Identifier (UBI) number;
- c. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3)
- d. If applicable, have:
 - 1) Have Industrial Insurance (workers’ compensation) coverage for the subcontractor’s employees working in Washington, as required in Title 51 RCW;
 - 2) A Washington Employment Security Department number, as required in Title 50 RCW;
 - 3) A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - 4) An electrical contractor license, if required by Chapter 19.28 RCW;
 - 5) An elevator contractor license, if required by Chapter 70.87 RCW.
- e. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- f. Have received training on the requirements related to public works and prevailing wage under 39.04.350 RCW and 39.12 RCW or are exempt.
- g. Not “willfully” violated state minimum wage laws within the last three-year period prior to bid opening date.

2. **Documentation:**

- a. For items 1.a through 1.f, above, Subcontractor shall complete the “**Responsible Subcontractor Determination Form**” (included in Section 4 of the Project Manual and **Attachment G**).
- b. For item 1.g, above, Subcontractor shall submit a completed “**Contractor Certification–Wage Law Compliance–Responsibility Criteria**” document (DOT Form 272-009) (included in Section 4 of the Project Manual and **Attachment F**).

1 D. **References:** The Contracting Agency may conduct reference checks for the apparent
2 low and second low bidder whose bids are under consideration for award. In the event
3 that information obtained from the reference checks: (1) reveals that the bidder does
4 not meet the Supplemental Bidder Responsibility Criteria; or (2) indicates
5 concerns about the bidder's performance on projects identified as meeting the
6 Supplemental Bidder Responsibility Criteria, which may include, but not be limited to
7 the quality of construction, the bidder's management of subcontractors, timeliness of
8 required submittals, and safety record on the project; or (3) indicates other
9 concerns about the bidder's ability to successfully perform the work, the Contracting
10 Agency shall have the right to determine that the bidder is not a responsible bidder.

11
12 Prior to making such a determination that a bidder is not responsible based on
13 information received through reference checks, the Contracting Agency may discuss
14 with the bidder the information obtained from the references and provide the bidder
15 with the opportunity to offer explanations that may help inform whether the
16 Contracting Agency declares the bidder not responsible.

17
18 In conducting reference checks, the Contracting Agency may include itself as a
19 reference if the bidder has performed work for the Contracting Agency, even if the
20 bidder did not identify the Contracting Agency as a reference.

21
22 If the Contracting Agency determines the bidder is not a responsible bidder, subject to
23 following the requirements of the appeal process (see below), the Contracting Agency
24 may award the contract to the next lowest bidder who meets the Supplemental Bidder
25 Responsibility Criteria and whose reference checks validate the ability of the bidder to
26 successfully perform the work.

27
28 E. **Failure to Submit Documentation:** If a bidder fails to submit the documentation
29 required by the bidding documents to demonstrate compliance with the Mandatory and
30 Supplemental Bidder Responsibility Criteria within the time periods specified in the
31 bidding documents, the Contracting Agency may: (1) find the bidder not responsible,
32 or (2) find the bidder responsible based upon any available information that
33 demonstrates that the bidder meets the Mandatory and Supplemental Bidder
34 Responsibility Criteria.

35
36 F. **Procedure to Request Modification of Supplemental Bidder Responsibility**
37 **Criteria.** During the bidding period, but not later than five (5) business days before the
38 bid submittal deadline, a potential bidder may request that the Contracting Agency
39 modify the supplemental bidder responsibility criteria. The Contracting Agency shall
40 evaluate any such requests, and if a decision is made by the Contracting Agency in its
41 sole discretion to modify the criteria, such modification shall be communicated to all
42 bidders and plan holders via the issuance of an addendum to the bidding documents. If
43 the Contracting Agency determines not to modify the supplemental criteria, the
44 Contracting Agency shall notify the requesting bidder of its decision in writing.
45

1 **G. Appeal of Determination that Bidder does not Meet Responsibility Criteria:** If the
2 Contracting Agency determines that a bidder does not meet the bidder responsibility
3 criteria set forth in this section and is therefore not a responsible bidder, the Contracting
4 Agency shall notify the bidder in writing with the reasons for its determination. If the
5 bidder disagrees with this determination, it may appeal the determination within 24
6 hours of receipt of the Contracting Agency's determination by presenting additional
7 information in writing to the Contracting Agency. The Contracting Agency will
8 consider the additional information before issuing its final determination in writing. If
9 the final determination affirms that the bidder is not responsible, the Contracting
10 Agency will not execute a contract with any other bidder until two (2) business days
11 after the bidder determined to be not responsible has received written notice of the final
12 determination. For the purposes of this subsection, the date of the Contracting Agency's
13 transmission of the Contracting Agency's determination(s) by facsimile or electronic
14 mail to the bidder at the facsimile number or e-mail address provided by the bidder in
15 its bid shall constitute the date of receipt by the bidder of the written notices provided
16 for herein.

17
18 The Contracting Agency may make such investigations as it deems necessary to
19 determine the ability of the Bidder to perform the work, and the Bidder shall furnish to
20 the Contracting Agency all such information and data for this purpose. A Contract will
21 not be awarded until the Contracting Agency has satisfied itself that the successful
22 Bidder is familiar with this class of work, has successfully completed similar projects,
23 and has the necessary capital and tools to satisfactorily perform the same. The right is
24 specifically reserved by the Contracting Agency to reject any or all Proposals, to accept
25 the Proposal of the lowest responsible Bidder or to re-advertise for new Proposals.

26
27 The Bidder's attention is hereby directed to that portion of the Contract Documents
28 which require that the Bidder furnish information concerning Bidder's experience with
29 work of a similar nature, equipment to be used on this project, and general background
30 information.

31
32 The Contracting Agency, in its discretion, may determine that a Bidder is not
33 responsible and reject Bidder's proposal for any of the following reasons or for any
34 other reason deemed proper.

- 35 1. More than one proposal on the same project from a Bidder under the same or
36 different names;
37 2. Evidence of collusion with any other Bidder or Bidders. Participants in such
38 collusion shall be disqualified from submitting bids on any further work;
39 3. If a Bidder is not qualified for the work involved or to the extent of this Bid;
40 4. Unsatisfactory performance record, judged from the standpoint of conduct of work,
41 workmanship, safety record, or progress, as shown by past or current work;
42 5. Uncompleted work, whether for the Contracting Agency or otherwise, which might
43 hinder or prevent the prompt completion of the work bid upon;
44 6. Failure to pay or settle bills for labor or materials on former or current contracts;

- 1 7. If the Bidder has previously defaulted in the performance of or failed to complete
- 2 a written public contract, or has been convicted of a crime arising from a previous
- 3 public contract;
- 4 8. Any other inability, financial or otherwise, to perform a previous public contract;
- 5

6 The Contracting Agency reserves the right to approve all subcontractors on the basis of
7 work record, equipment, experience and ability.

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SECTION 3
GENERAL PROVISIONS

GENERAL PROVISIONS

3.01 GENERAL:

All Work included in the Project shall be done for the price set forth in the Bid of the successful Bidder (the "Contract Sum"), in accordance with the Project Manual, including, without limitation, the Contract Plans and Specifications, and with the Standard Specifications for Road, Bridge and Municipal Construction, latest edition, (English version), as issued by the Washington State Department of Transportation ("Standard Specifications"). "Consultant" as used herein refers to the City's Consulting Engineer and/or Architect. "Construction Manager" as used herein refers to the City's representative who administers the construction program for the City. "Resident Engineer" as used herein refers to the City's representative who manages a specific construction project. Director as used herein refers to the City's representative who acts as the head of the City Public Works Department.

3.02 AWARD OF CONTRACT:

A Contract will not be awarded until the City is satisfied that the successful Bidder is familiar with this type of Work and has the necessary capital and tools to satisfactorily complete the Project. The City specifically reserves the right to accept the Bid of the lowest responsive, responsible Bidder, to reject any and all Bids, to reissue the Invitation for Bids, to revise or cancel the Project, or to waive any irregularities in the Bids received.

3.03 CONTRACT DOCUMENTS:

.1 This Project Manual consists of the following Contract Documents and shall be a part of the Contract entered into by the City and the successful Bidder (the "Contractor"): Invitation for Bids, Instruction to Bidders, General Provisions, Bid Form, Contract, Payment and Performance Bonds, Prevailing Wage Rate, Local Agency General Special Provisions, Special Provisions, Contract Plans, Specifications, (Engineering Specifications, when the CSI format is used), and the Standard Specifications for Road, Bridge and Municipal Construction, latest edition (English version) (the "Standard Specifications"), which are incorporated herein by this reference (provided that, as used in the Standard Specifications, "State" means City of Lynnwood;" "Department of Transportation" means "Department of Public Works;" "Secretary" means "Director of Public Works"). In the event there is any conflict, ambiguity, or inconsistency between any of the foregoing Contract Documents, the following order of documents governs so that the former prevails over the latter:

- (i) Addenda,
- (ii) Contract,
- (iii) Bid Form,
- (iv) Instructions to Bidders,

- (v) Special Provisions,
- (vi) Contract Plans,
- (vii) General Provisions,
- (viii) Standard Specifications,
- (ix) Standard Plans, and
- (x) Payment and Performance Bonds.

.2 In the event there exists a conflict, inconsistency, or ambiguity within the terms or conditions of one of the Contract Document categories set forth above that is not resolved under subsection 1, the more stringent or more costly requirements or greater quantity or quality shall be deemed to have been intended and to have been included in the original Contract Price.

3.04 FAILURE TO EXECUTE CONTRACT:

Failure to execute the Contract in compliance with this Project Manual shall result in forfeiture of the Bidder's Deposit. If this should occur, the City may then award the Contract to the next lowest responsive, responsible Bidder, reject any or all Bids, reissue the Invitation for Bids, or revise or cancel the Project.

3.05 ALTERATION OR MODIFICATION:

No alteration or modification of the Contract Documents will be binding unless set forth in writing signed by the City.

3.06 ADDITIONS OR DELETIONS:

The City reserves the right to add or delete Work from the Contract, subject to appropriate adjustments to the Contract Sum.

3.07 NOTICE TO PROCEED:

A Notice to Proceed will be given after the Contract has been executed by the City and the Contractor and, where applicable, by any State or Federal agencies responsible for funding any portion of the Project. The time allowed for Physical Completion of the Work shall begin as of the date specified in the Notice to Proceed, or if no date is specified, ten calendar days after the date of issuance of the Notice to Proceed, or the date work commences, whichever is earlier. The Contractor shall not commence the Work until the Notice to Proceed has been given by the City.

3.08 CONSTRUCTION SCHEDULE AND TIME LIMIT:

1 .1 Within ten (10) calendar days after issuance of the Notice to Proceed, the
2 Contractor shall submit a preliminary schedule for the orderly performance and completion
3 of all parts of the Work in accordance with the Contract and within the Contract Time
4 (“Construction Schedule”). The Construction Schedule shall be based upon a critical path
5 method analysis of construction activities and sequence of operations, in the form of a
6 precedence diagram and activity listing, shall be time scaled, and shall include the Notice
7 to Proceed date, the date(s) of Substantial and Physical Completion, and the date(s) of Final
8 Completion in accordance with the Contract Documents, along with clearly defined
9 milestone completion dates. The Construction Schedule will be provided both as a
10 document (network diagram) and electronically.

11 .2 The network diagram shall show in detail and in order the sequence of all
12 significant activities, their descriptions necessary to complete all parts of the Work, and
13 shall show the following information for each activity:

- 14 (i) description,
- 15 (ii) duration,
- 16 (iii) craft,
- 17 (iv) equipment,
- 18 (v) start and finish dates,
- 19 (vi) total float time and free float time, and
- 20 (vii) dates that work must be performed and completed by other contractors and
21 subcontractors to support the Work.

22 The electronic schedule shall be unmodified from the Contractor’s version and show all
23 input parameters including, but not limited to, logic ties, constraints, and assumptions.

24 .3 The Contractor shall perform the Work at all reasonable times so as to complete the
25 Work in accordance with the Construction Schedule, and shall discontinue the Work only
26 if delayed by inclement weather that could not have been reasonably anticipated at the time
27 the Contractor submitted its Bid. Except for delays due to unanticipated inclement weather,
28 the City shall be entitled to all float in the Construction Schedule and the Contractor shall
29 not be entitled to any adjustment in the Contract Time, the Construction Schedule or the
30 Contract Sum, or to any additional payment of any sort by reason of the loss or use of any
31 float time, including time between the Contractor’s anticipated completion date and the
32 end of the Contract Time, whether or not the float time is described as such on the
33 Construction Schedule.

34 .4 Should the Contractor fail to meet any scheduled date as shown on the current
35 Construction Schedule or if the sequence of the Work varies significantly from that shown
36 on the Construction Schedule, the Contractor shall, at the Contractor’s own expense,
37 submit an updated Construction Schedule within ten days after notice from the City.

Should the Contractor fail to provide an updated Construction Schedule in the time required herein, the City may, in its sole discretion, withhold payment from Contractor until an updated Construction Schedule in compliance with subsection 3.08.2 is received. If the Contractor's progress indicates that the Work will not be Physically Completed within the Contract Time, upon notice from the City, the Contractor shall, at the Contractor's own expense, increase its work force and working hours to bring the actual completion dates of the activities into conformance with the Construction Schedule and Physical Completion within the Contract Time.

.5 The Contractor shall attain Physical Completion of the Work in accordance with the Contract within 60 calendar days after the date of Substantial Completion.

.6 During the period commencing with the issuance of Notice to Proceed and ending with the date of Physical Completion of the Work, the Contractor shall attend and participate in and ensure applicable Subcontractors of any tier and Suppliers attend and participate in:

(i) A Pre-contract Meeting;

(ii) A Pre-construction Meeting;

(iii) Regular weekly Project status meetings as scheduled by the City to review progress of the Work, to discuss the Contractor's progress reports, and to obtain necessary City approvals, and generally to keep the City informed and involved in the progress of the Project; and

(iv) Regular on-site meetings as scheduled by the City to review progress of the Work and other pertinent matters.

.7 In the event the Contractor fails to proceed with the Work for more than ten (10) working days, the Contractor shall be deemed to have abandoned the Project, and the City may, in its discretion, elect to terminate the Contract and thereafter proceed to complete the Project through its own forces or through an independent third party. In such event, the Contractor will be responsible for all expenses reasonably incurred by the City in completing the Work. The Contractor will also be responsible for all legal, engineering or other costs caused by the Contractor's abandonment of the Project, or the failure or refusal of the Contractor to complete the Work within the Contract Time.

3.09 DELAYS & EXTENSION OF TIME:

.1 The Contractor shall notify the City in writing of any event which could delay performance of any part of the Work, of the anticipated effect of the delay on the Construction Schedule, of the action being taken to correct the delay situation, and of any proposed changes in the Construction Schedule or the Contract Time. The Contractor shall not recover damages, a monetary adjustment or an increase in the Contract Sum from the City for any disruption or delay where (i) the actions or inactions of the City were not the actual, substantial cause of the disruption or delay, or (ii) the Contractor could have reasonably avoided the disruption or delay by the exercise of due diligence.

1 .2 If a disruption or delay is not actually and substantially caused by the City, in lieu
2 of damages, a monetary adjustment or an increase in the Contract Sum, the Contractor may
3 be granted equitable changes in the Construction Schedule and/or extensions of the
4 Contract Time under the following circumstances:

5 (i) If a disruption or delay is caused by a suit or other legal action against the
6 City, the Contractor will receive an equivalent extension of the Contract
7 Time, unless the period of such delay-exceeds ninety (90) calendar days.
8 When such period is exceeded, the City will, upon request of the Contractor,
9 in writing, either negotiate a termination of the Contract or grant a further
10 extension of the Contract Time, whichever may at the time be in the best
11 interests of the City.

12 (ii) If the disruption or delay is due to inclement weather which could not have
13 been anticipated by the Contractor or reasonably avoided by the exercise of
14 due diligence, subject to the approval of the City, the Contractor will receive
15 an extension of the Contract Time equivalent to the total time lost, whether
16 it be a single continuous period or the accumulated total of several periods.

17 (iii) Should a disruption or delay be caused by other unforeseen circumstances
18 beyond the reasonable control of the Contractor which could not be avoided
19 by the exercise of due diligence, or should performance of work under a
20 Change Order make the Work more complex or difficult than originally set
21 forth in the Contract Documents, and such work, in the Contractor's
22 opinion, requires more time to execute than allowed by the Contract, the
23 Contractor shall notify the City in writing prior to the performance of such
24 work, setting forth in detail its estimate of the additional time required for
25 such work. If such estimate is approved by the City, the Contractor will
26 receive an equitable extension of the Contract Time.

27 .3 In the event the Contractor (including any subcontractors or suppliers of any tier)
28 is held to be entitled to damages from the City for disruption or delay, it is agreed that the
29 total damages to the Contractor (including damages to any subcontractor or supplier of any
30 tier) shall be limited to the lesser of (i) the time and materials costs associated with the
31 impact of such disruption or delay, along with markups on the Contractor's own work and
32 on that of its subcontractors and suppliers at the rates specified in the Contract, or (ii) the
33 daily liquidated damages rate specified in the Contract. No damages will be allowed and
34 the Contractor waives any such damages or costs incurred for any time prior to ten (10)
35 calendar days before receipt of a written notice of disruption or delay.

36 .4 The Contractor will not in any event be entitled to damages, a monetary adjustment
37 or an increase in the Contract Sum arising out of any actual or alleged loss of efficiency;
38 morale, fatigue, attitude or labor rhythm; constructive acceleration; home office overhead;
39 expectant underrun; trade stacking; reassignment of workers; concurrent operations;
40 dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple;
41 season change; extended overhead; profit upon damages for delay; impact damages; or
42 similar damages or other form of economic loss.

1 3.10 EQUIPMENT AND MATERIALS SPECIFIED:

2 Within the Contract Documents, certain processes, materials or equipment are designated
3 by brand, style, trade name, or manufacturer in order to set forth a standard of quality,
4 and/or preference by the City. It is not the intent to exclude other processes, materials or
5 equipment of a type and quality equal to those designated. Whenever a manufacturer's
6 name, brand, style or item designation is given, it shall be understood that the words "or
7 equal" follow such name or designation whether in fact they do so or not; provided,
8 however, that the Contractor shall not substitute any alternative process, material or item
9 of equipment unless such has been approved in advance in writing by the City. No
10 additional compensation or extension of time will be allowed the Contractor for any
11 changes required to adopt a substitute process, material or item of equipment unless
12 approved in advance in writing by the City. Therefore, the Contractor's Bid (and the
13 Contract) shall include any proposed substitutions and all costs for any modifications to
14 the Work which may be necessary for approval and adaptation of the proposed
15 substitutions.

16 3.11 SAFETY MEASURES:

17 .1 All Work shall be performed in a safe manner, and the Contractor and all
18 subcontractors shall observe the Federal Occupational Safety and Health Act, the
19 Washington Industrial Safety and Health Act (WISHA), and all rules and regulations
20 promulgated thereunder, all rules, regulations and orders of the Washington State
21 Department of Labor and Industries and any other governmental authority, and all other
22 applicable safety standards. In case of conflict between any such requirements, the more
23 stringent regulation or requirement shall apply. There is no acceptable deviation from these
24 safety requirements, regardless of practice in the construction industry. Any violation of
25 OSHA, WISHA, or other safety requirements applicable to the work may, at the sole
26 discretion of the City, be considered a material breach of this Contract. The Contractor
27 shall be solely and completely responsible for conditions of the job site, including the safety
28 of all persons and property during performance of the Work. This requirement shall apply
29 continuously and not be limited to normal working hours.

30 .2 Review by the Resident Engineer of the Contractor's plan for the sequence,
31 schedule and performance of the Work is not intended to and will not include any review
32 or approval of the adequacy of the Contractor's safety measures in, on, or near the job site.
33 The Resident Engineer does not purport to be a safety expert, will not be so engaged in that
34 capacity with respect to the Project, and has neither the authority nor the responsibility to
35 enforce construction safety laws, rules, regulations or procedures, or to order a stoppage of
36 the Work for claimed violations thereof.

37 .3 The Contractor shall at all times exercise every precaution for the prevention of
38 accidents and the protection of persons (including, without limitation, employees of the
39 City, the Contractor and all subcontractors) and property (including, without limitation,
40 property owned by the City or any third party). All exposed moving parts of equipment
41 capable of inflicting injury by accidental contact shall be protected with sturdy removable
42 guards in accordance with applicable safety regulations.

1 3.12 CHANGES IN THE WORK:

2 .1 The City may, at any time, without notice to the sureties, and without invalidating
3 the Contract, by order designated or indicated to be a change order or directive, make any
4 change, including modifications to, additions to or deletions from the Work within the
5 general scope of the Contract ("Change"), including, but not limited to, changes:

6 (i) In the Contract Plans and Specifications;

7 (ii) In the quantities or performance of the Work;

8 (iii) In any City-furnished facilities, equipment, materials, services or site; or

9 (iv) Directing acceleration or suspension of the performance of the Work.

10 .2 If the Contractor intends to assert a Claim for any Change in the Work the
11 Contractor shall, within 10 calendar days after receipt of a notice of a Change, submit to
12 the City a written statement setting forth the general nature and monetary and other impact
13 of such Change, unless this period is extended, in writing, by the City. All Claims must be
14 made in strict accordance with the applicable provisions of the Contract Documents,
15 including Paragraphs 3.31 - 3.33 hereto, or they will be waived.

16 .3 Change orders and directives will be prepared and executed in triplicate; two copies
17 shall be retained by the City, and one copy shall be delivered to the Contractor.

18 .4 WSDOT Standard Specifications Section 1-04.4 remains in force.

19 3.13 INCREASED OR DECREASED QUANTITIES:

20 In the case of unit prices, when accepted quantities of Work vary from the original Bid
21 quantities, payment will be at the unit contract price for accepted Work unless the total
22 quantity of any contract item increases or decreases by more than 25% of the original Bid
23 quantity.

24 3.14 GUARANTEE:

25 The Contractor hereby guarantees that all Work (including, without limitation, all labor,
26 materials and equipment) furnished by the Contractor under the Contract will meet fully
27 all requirements for quality of workmanship, materials, strength and any and all other
28 requirements set forth in the Contract Documents (including, without limitation, the
29 Contract Plans and Specifications).

30 3.15 PAYMENT AND PERFORMANCE BONDS:

31 The Contractor shall furnish both a Payment Bond and a Performance Bond, each in the
32 full amount of the Contract Sum, which shall guarantee the faithful performance of the
33 Contract and the payment of all labor, mechanics, subcontractors, material and taxes. The
34 Contractor shall maintain the Payment and Performance Bonds in full force and effect until

Completion of the Project and acceptance by the City, and thereafter for a minimum of two (2) years with respect to the Performance Bond and for such period as the law allows for the filing or enforcement of liens with respect to the Payment Bond. The Payment and Performance Bonds shall be furnished by a corporate surety company or companies authorized to do business in the State of Washington and acceptable to the City in its discretion, in substantially the forms included in the Project Manual. Notwithstanding the foregoing, on contracts of \$25,000 or less, at the option of the Contractor, the City may, in lieu of Payment and Performance Bonds, retain 50% of the Contract Sum for (i) a period of thirty (30) days after the City's final acceptance of the Project, or (ii) until receipt of all necessary releases from the Washington Department of Revenue and Department of Labor and Industries, and settlement of all liens filed against the Project, whichever is later.

3.16 LICENSES, PERMITS AND TAXES:

The Contractor shall procure, at Contractor's expense, all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

3.17 HOLD HARMLESS:

.1 The Contractor agrees to indemnify, defend and hold harmless the City from and against any and all claims, damages, losses, liabilities and expenses, including reasonable attorney's and expert fees and costs, arising out of or relating to Contractor's performance of this Contract, including, without limitation, any and all claims, damages and liabilities

- (i) under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work;
- (ii) because of bodily injury, occupational sickness or disease, or death of any employee of the Contractor;
- (iii) because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- (iv) sustained by a person as a result of a claim directly or indirectly related to employment of such person by the Contractor, or by another person;
- (v) because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (vi) because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle and/or mobile equipment; or
- (vii) involving contractual liability insurance applicable to the Contractor's obligations hereunder. Contractor waives any right of contribution against the City.

1 .2 For the purposes of RCW 4.24.115, the Contractor and City agree that the term
2 “damages” applies only to the finding in a judicial proceeding and is exclusive of third
3 party claims for damages preliminary thereto.

4 .3 It is mutually negotiated and agreed that in any claim against the City or any of its
5 agents or employees, by the Contractor, any subcontractor, anyone directly or indirectly
6 employed by any of them, or anyone for whose acts any of them may be liable, the
7 Contractor’s indemnification obligation hereunder shall not be limited in any way by any
8 limitation on the amount or type of damages, compensation or benefits payable by or for
9 the Contractor or any subcontractor under Workman’s Compensation Acts, disability
10 benefits acts or other employee’s benefit acts. The City and the Contractor agree that all
11 third party claims for damages against the City of which the Contractor’s insurance carrier
12 does not accept defense may be tendered by the City to the Contractor, who shall accept
13 and undertake to defend or settle the same. Notwithstanding the foregoing, the City retains
14 the right to approve claims investigations and legal counsel assigned to defend such claims.
15 All investigation and legal work product regarding such claims shall be performed under a
16 fiduciary relationship to the City. In the event that the City agrees or a court finds that any
17 claim for bodily injury to persons or damage to property arises from the sole negligence of
18 the City, or its agents or employees, this indemnification and duty to defend shall be void.
19 In the event that the City and the Contractor agree or a court finds that any claim for bodily
20 injury to persons or damage to property is caused by or resulting from the concurrent
21 negligence of the Contractor, or its agents, employees, or subcontractors, and the City, or
22 its agents or employees, the Contractor shall be responsible for all damages payable to the
23 claimant, and, in addition thereto, the Contractor shall defend and indemnify the City for
24 all damages paid or payable by the City, in an amount not to exceed the percentage of total
25 fault attributable to the Contractor, its agents, employees, or subcontractors. For example,
26 where the Contractor (or its agents, employees, or subcontractors) is 25% negligent, the
27 Contractor shall not be required to indemnify the City for any amount in excess of 25% of
28 the claimant’s total damages, and shall only be responsible for 25% of the costs to defend
29 the claim. **Solely and expressly for the purpose of its duties to indemnify, defend, and**
30 **hold harmless the City, the Contractor specifically waives any immunity it may have**
31 **under the State Industrial Insurance Law, Title 51 RCW.**

32 3.18 WORKER’S BENEFITS.

33 .1 The Contractor shall make all payments required for unemployment compensation
34 under Title 50 RCW and for industrial insurance and medical aid required under Title 51
35 RCW. If any such payment is not made when due, the City may retain such amount from
36 any monies due the Contractor and may pay the same into the appropriate fund.

37 .2 The Contractor shall include in the various items in the Bid all costs for payment
38 of unemployment compensation and for providing all required insurance coverages. The
39 Contractor will not be entitled to any additional payment for: (i) failure to include such
40 costs, or (ii) determinations made by the U.S. Department of Labor or the Washington State
41 Department of Labor and Industries regarding such insurance coverages.

3.19 CONTRACTOR'S LIABILITY & PROPERTY DAMAGE INSURANCE:

.1 The Contractor shall not commence the Work until the Contractor has furnished the City with an Acord 25 Insurance Certificate as evidence of the required policies, and upon request by the City, with evidence (in duplicate copy) of all policies of insurance required hereunder, and such insurance has been approved by the City; nor shall the Contractor allow any subcontractor to commence Work on its subcontract until such subcontractor has complied with such insurance requirements. Approval of any insurance by the City shall not relieve or decrease the liability of the Contractor for any damages arising from or related to the Contractor's performance of the Work. All insurance required shall be with insurers with a financial rating from A.M. Best Company of A(-) VII or better.

.2 The Contractor shall procure and maintain, during the term of the Contract, Commercial General Liability and Commercial Automobile Liability Insurance, as set forth below. The insurance policies shall include the City, and others if required by the Contract Documents, as Additional Insureds for both ongoing and completed operations. Products and Completed Operations coverage shall be maintained for not less than three years following completion of the project. There shall also be included contractual liability coverage sufficiently broad to insure the provisions of Section 3.17 above.

Contractor insurance policies shall include Lynnwood as Additional Insured for both ongoing and completed operations, using Insurance Services Office forms CG 2010 (07-04) and CG2037(07-04) or the equivalent, on a Primary Basis and others if required by the Contract documents and such insurance shall not include a cross-claims or similar exclusion. .

The Contractor shall provide the Contracting Agency and all Additional Insureds with written notice of any policy cancelation, within two business days of their receipt of such notice.

A Certificate of Insurance including a copy of the Additional Insured Endorsement on Forms CG 2010 (07-04) and CG 2037(07-04) shall be filed with Lynnwood after award, but prior to execution of the contract, for a primary policy of Commercial General Liability insurance and Commercial Automobile Liability insurance meeting the requirements herein.

.3 The Commercial General Liability Insurance shall be written using Insurance Services Office form CG0001(12-07) or the equivalent with limits of liability in no case less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Coverage shall include:

- (i) Premises & Operations;
- (ii) Liability of the insured arising out of operations of subcontractors;
- (iii) Products Liability, including Completed Operations Coverage; Products & Completed Operations coverage shall be maintained for not less than three years following completion of the project;

- (iv) Contractual Liability;
- (v) Broad Form Property Damage;
- (vi) Employees as Additional Insured;
- (vii) Explosion, Collapse & Underground Hazard;
- (viii) Independent Contractors;
- (ix) Personal Injury;
- (x) Stop Gap or Employer's Liability; and
- (xi) Cross Liability Clause or Separation of Insureds Clause.

.4 The Commercial Automobile Liability Insurance shall be written on Insurance Services Office form CA0001(03-10) or the equivalent with limits of liability as required by the Supplementary General Conditions but shall in no case be for limits less than \$1,000,000 each accident. Coverage shall include:

- (i) All owned automobiles, if any;
- (ii) Non-owned automobiles;
- (iii) Hired automobiles.

.5 The insurance coverages listed above shall protect the Contractor and the City from claims for damages for bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under the Contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly employed by any of them, it being understood that it is the Contractor's obligation to enforce the requirements of this section in respect to any subcontractor employed for this Project.

.6 Any Umbrella Liability Insurance or Excess Liability Insurance shall be written to provide limits in excess of the underlying Commercial General Liability, Commercial Automobile Liability and Employer's Liability (Stop Gap) with limits of not less than \$2,000,000 each occurrence and \$2,000,000 aggregate; HOWEVER, \$5,000,000 Umbrella Liability insurance is required for contracts exceeding \$200,000 and/or with a stated construction time for completion that is greater than 120 days, and/ or for contracts that require roadway and/or trenching activity.

.7 Commercial General Liability Bodily Injury Liability Insurance shall be written on an occurrence basis for bodily injury, sickness or disease, including death resulting therefrom.

.8 Commercial General Liability Property Damage Liability Insurance shall be written on an occurrence basis for damage to or destruction of property, including loss of use thereof, and shall not exclude:

1 (“X”) Injury to or destruction of any property arising out of blasting or explosion;

2 (“C”) Injury to or destruction of any property arising out of the collapse or
3 structural injury to any building or structure due to:

4 (i) Excavation, including borrowing, filling or backfilling in
5 connection therewith, or tunneling, pile driving, cofferdam Work or
6 caisson Work, or

7 (ii) Moving, shoring, underpinning, raising or demolition of any
8 building or structure or removal or rebuilding of any structural
9 support thereof.

10 (“U”) (i) Injury to or destruction of wires, conduits, pipes, mains, sewers or
11 other similar property or any apparatus in connection therewith,
12 below the surface of the ground, if such injury or destruction is
13 caused by and occurs during the use of mechanical equipment for
14 the purpose of excavating or drilling, or

15 (ii) Injury to or destruction of property at any time resulting therefrom.

16 .9 Nothing contained in these insurance requirements is to be construed as limiting
17 the Contractor’s liability for damages resulting from its operations under the Contract.

18 .10 Prior to commencement of the Work, the Contractor shall furnish the City with
19 certified copies of all insurance policy or policies, including all endorsements, required
20 hereunder.

21 .11 The City and Contractor waive all rights against each other and any of their
22 subcontractors, sub-subcontractors, agents and employees for damages caused by fire or
23 other perils to the extent covered by property insurance agreement or other property
24 insurance applicable to the Work, except such rights as they have to proceeds of such
25 insurance.

26 .12 The Contractor shall require its first tier subcontractors and subcontractor of any
27 tier whose subcontract is for an amount greater than \$50,000 to provide the scope and
28 amount of insurance coverage and evidence of such coverage, including any requirements
29 to list and/or name the City or Contractor as additional insured, in accordance with the
30 requirements of the Contract.

31 3.20 CONTRACTOR’S BUILDER’S RISK INSURANCE:

32 .1 Prior to commencement of the Work, when required by the special provisions, the
33 Contractor shall submit written evidence that the Contractor has obtained and will maintain
34 until the Project is accepted by the City as complete, Course of Construction Completed
35 Value Insurance Coverage (including Earthquake, Flood, Landslide, Collapse and Damage
36 resulting from Faulty Workmanship, Material or Design) upon the entire Work which is
37 the subject of the Contract, and including completed Work and Work in progress. The

1 insurance policies shall include the City, and others if required by the Contract Documents,
2 as Additional Insureds. An Acord 24 Property Insurance Certificate shall be provided to
3 the City as evidence of this coverage.

4 .2 Such insurance may have a deductible clause, which shall not exceed \$5,000,
5 except that the deductible on Earthquake, Flood and Landslide may be in accordance with
6 underwriters' requirements. Builders' Risk "All-Risk" Insurance shall include provisions
7 for Flood and Earthquake, on a 100% completed value basis on the insurable portion of the
8 Project. The Contractor shall be responsible for all deductible amounts.

9 3.21 COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

10 .1 The Contractor shall maintain Worker's Compensation Insurance as required by
11 State law for all of employees to be engaged in the Work. Should any Work be
12 subcontracted, the Contractor shall require the subcontractors similarly to provide
13 Worker's Compensation Insurance for all of the subcontractors' employees to be engaged
14 in such Work. The Contractor's Labor and Industries account number shall be provided in
15 the Bid in the space provided.

16 .2 In the event any class of employees engaged in Work on the Project is not covered
17 under the Worker's Compensation Insurance as required by the State law, the Contractor
18 shall provide, and shall cause each subcontractor to provide, Employer's Liability
19 Insurance with a private insurance company with limits of at least \$1,000,000 each
20 accident, \$1,000,000 each employee and shall furnish the City with satisfactory evidence
21 of the same prior to commencement of the Work.

22 3.22 CONTRACTOR RESPONSIBLE FOR WORK:

23 The Contractor warrants to the City that: (i) the materials and equipment furnished under
24 the Contract will be of good quality and new, unless otherwise required or permitted by the
25 Contract Documents; (ii) the Work will conform to the requirements of the Contract
26 Documents; and (iii) the Work will be free from defects in materials and workmanship for
27 a period of not less than two (2) years after the Work has been completed and accepted by
28 the City in writing, or such longer period as specified in the Contract Documents. Any
29 Work not conforming to these requirements, including substitutions or deviations not
30 properly approved by the City, will be considered defective and will be repaired or replaced
31 at the Contractor's sole expense. Deviations, alterations, variations, additions, or omissions
32 from the Contract requirements without prior written consent shall preclude Contractor
33 from bringing any Claim on the basis of an alleged defect or error in the Contract
34 Documents.

1 3.23 POSSESSION:

2 The City reserves the right to use and occupy any portion of the improvements which have
3 been completed sufficiently to permit use and occupancy; provided that such use and
4 occupancy shall not be construed as an acceptance of all or any portion of the Work. The
5 City shall not be deemed to have waived any claims it may have against the Contractor by
6 reason of such use and occupancy.

7 3.24 RISK OF LOSS:

8 The Contractor shall assume all risk of loss of materials, equipment or other supplies
9 through theft, fire, act of God, or any other cause until written acceptance of the Project by
10 the City, at which time risk of loss shall transfer to the City. No partial payment or advance
11 by the City shall change the foregoing allocation of risk of loss.

12 3.25 APPLICABLE LAW AND FORUM:

13 Except as specifically provided herein, the Contract shall be governed by and construed
14 according to the laws of the State of Washington. Any suit arising herefrom shall be
15 brought in Snohomish County (Washington) Superior Court, which shall have sole and
16 exclusive jurisdiction and venue.

17 3.26 THIS SECTION NOT USED.

18 3.27 WAGE RATES:

19 The Contractor and all subcontractors are required to abide by Section 1-07.9 of the
20 Standard Specifications and the State's Prevailing Wage Act, Chapter 39.12 RCW and
21 Chapter 49.28 RCW. A copy of the current prevailing wage rates is available from the
22 State of Washington, Department of Labor and Industries, Industrial Relations Division,
23 General Administration Building, Olympia, WA 98501, ATTN: Industrial Statistician, as
24 outlined in Section 7 of the Project Manual and shall be incorporated in and become a part
25 of the Contract. No worker shall be paid less than the specified hourly rate. The Contractor
26 and all subcontractors must submit a "Statement of Intent to Pay Prevailing Wages"
27 approved by the Department of Labor and Industries to the City prior to any payments
28 being made. All fees are the responsibility of the Contractor. The Contractor shall post a
29 "Statement of Intent to Pay Prevailing Wages" and a copy of the current prevailing wage
30 rates on the Project site.

31 It is the Contractor's responsibility to see that all subcontractors comply with the above.
32 Progress payments will not be released until all subcontractors have complied.

33 Following Physical Completion of the Project, the Contractor and each subcontractor shall
34 submit an "Affidavit of Wages Paid." The Completion date of the Contract will not be
35 established until all affidavits have been received.

1 3.28 PAYMENT:

2 Within seven (7) calendar days of the progress estimate cutoff date, the Contractor shall
3 submit to the Engineer three (3) copies of an itemized application for payment, supported
4 to the extent required by the Engineer by receipts or other vouchers showing payment for
5 materials and labors, payments to subcontractors, and other such evidence of the
6 Contractor's right to payment. The Contractor shall be entitled to monthly progress
7 payments corresponding to the stage of work.

8 Progress estimates will be prepared by the Engineer not later than thirty (30) calendar days
9 after commencing work, and every thirty (30) calendar days thereafter, if so entitled, for
10 the duration of construction. These shall be based upon an approximate estimate of
11 quantities or work completed and considered acceptable, as extended by the unit prices
12 established in the contract or as provided by the schedule of lump sum payments.

13 The City shall also deduct or withhold from each monthly progress payment for any
14 charges against the Contractor authorized by the Contract Documents.

15 Quantities used for progress estimates shall be considered only as approximate and
16 provisional and shall be subject to recalculations, adjustment and correction by the
17 Engineer, in its sole discretion, in subsequent progress estimates and in final estimates.
18 Any disputes by Contractor of any amount or estimate in a progress estimate must be made
19 in strict accordance with the applicable provisions of the Contract Documents, including
20 Paragraphs 3.31 through 3.33 hereto, or they will be waived. Inclusion of any quantities
21 in progress estimates, or failure to disapprove the work at the time of progress estimates,
22 shall not be construed as acceptance of corresponding work or materials.

23 3.29 RETAINAGE:

24 .1 Five percent (5%) of the Contract Sum shall be retained by the City, in accordance
25 with Chapter 60.28 RCW, for the protection and payment of the claims of any person
26 arising under the Contract and the State of Washington with respect to taxes imposed
27 pursuant to Title 82 RCW which may be due from the Contractor ("Retainage"). The
28 Contractor acknowledges that the City shall release the Retainage only in accordance with
29 Chapter 60.28 RCW, which requires, among other things, that the City receive from the
30 Washington State Department of Revenue a certificate that all taxes, increases and
31 penalties due from the Contractor and all taxes due and to become due with respect to the
32 Contract have been paid in full or that they are, in the opinion of the Department of
33 Revenue, readily collectible without recourse to the State's lien on the Retainage.

34 .2 The Contractor shall also comply, and shall cause all of the Contractor's
35 subcontractors to comply, with Chapter 60.28 RCW with respect to Retainage of amounts
36 earned by any subcontractor or sub-subcontractor or supplier contracted with to provide
37 labor, materials or equipment for the Project. Progress payments will not be released until
38 the Contractor and all subcontractors have complied.

1 .3 If the Contractor wishes to set up an escrow account for the Retainage, an escrow
2 agreement must be submitted to the City on a City provided form for review at least thirty
3 (30) days prior to the first deposit.

4 .4 If the Contractor wishes to submit a bond for all or any portion of the Retainage,
5 the form of bond and surety must be acceptable to the City in its reasonable discretion and
6 must be submitted to the City for review at least thirty (30) days prior to the intended
7 effective date.

8 3.30 LIQUIDATED DAMAGES:

9 Time is of the essence of the Contract, and the Contractor acknowledges that the City will
10 suffer monetary and other damages in the event of an unexcused delay in Physical
11 Completion of the Work. If the Contractor fails, without excuse under the Contract
12 Documents, or otherwise refuses to complete the Work within the Contract Time, or any
13 proper extension thereby granted by the City in writing, then the Contractor does hereby
14 agree as part of the consideration for the awarding of the Contract, to pay to the City the
15 amount specified in the Contract and as shown on the Bid, not as a penalty, but as liquidated
16 damages for such breach of Contract, for each and every calendar day that the Contractor
17 shall be in default after the time stipulated in the Contract for Physical Completion of the
18 Work.

19 3.31 CLAIMS:

20 .1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a
21 matter of right, adjustment of Contract terms, payment of money, extension of time or other
22 relief with respect to the terms of the Contract. The term "Claim" also includes other
23 disputes and matters in question between the City and Contractor arising out of or relating
24 to the Contract or the Work. Claims must be made in writing and include the information
25 and substantiation required by the Contract. The responsibility to substantiate Claims shall
26 rest with the party making the Claim. A notice of a potential or future Claim does not
27 constitute a Claim.

28 .2 Any Claim of the Contractor against the City for damages, additional payment for
29 any reason, or extension of time, whether under the Contract or otherwise, must be made
30 pursuant to and in strict accordance with the applicable provisions of the Contract. No act,
31 omission, or knowledge, actual or constructive, of the City or the Consultant shall in any
32 way be deemed to be a waiver of the requirement for timely written notice and a timely
33 written Claim unless the City provides the Contractor with an explicit, unequivocal written
34 waiver.

35 .3 All Claims shall be addressed to:

36
37 Resident Engineer
38 City of Lynnwood
39 19100 44th Ave W
40 Lynnwood, WA 98036

A copy should be submitted to the Construction Manager.

3.32 PROCEDURES AND PROTESTS BY THE CONTRACTOR:

.1 Waiver of Claims. The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order and related to all prior Work on the Project, except as specifically described in the Change Order. General reservations of rights will be deemed waived and void.

.2 Claim for Additional Costs. All Claims for additional cost must be made according to Paragraph 3.33 Dispute Resolution, or they will be waived. In the event that work is shown on the Drawings but not contained in Specifications, it will be assumed the work as shown shall be provided at no change in the Contract Sum or Time. The Contractor shall not be entitled to an increase in the Contract Sum or Time arising out of an error or conflict where the Contractor failed adequately to review the Contract Documents and timely to report the error or conflict to the Resident Engineer. In no event shall a Total Cost Method or a modified Total Cost Method be used by the Contractor to calculate any adjustments to the Contract Price.

.3 Claims for Additional Time.

(i) A timely, written Claim, as provided herein, shall be required for any Claim for an increase in the Contract Time. The Contractor's Claim shall include an estimate of cost and probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

(ii) If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

(iii) In no event shall the Contractor be allowed to bring a Claim based upon a cumulative impact.

.4 Injury or Damage to Person or Property. If the Contractor suffers injury or damage to person or property because of an act or omission of the City, of any of the City's employees or agents, or of others for whose acts the City is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the City within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. This Subparagraph does not apply to Claims, damages for additional costs, acceleration, or delay.

.5 Timely Notice. Without timely written notice and protest as required by the Contract Documents, the Contractor shall conclusively be deemed to have accepted any order, direction, change, instruction, interpretation, determination or adjustment by the

1 City. The Contractor's disagreement shall in no way relieve the Contractor of its obligation
2 to comply promptly with any written notice issued by the Director or his/her designee.

3 Contractor acknowledges that the City is entitled to timely notice as set forth in the Contract
4 Documents so as to enable the City to exercise its rightful control over the Project budget
5 and schedule. Failure to properly provide such information shall constitute a complete
6 waiver of the Contractor's right to addition time or cost, or any other equitable adjustment
7 or requested relief.

8 .6 Requirements. If in disagreement with anything required in a Change Order,
9 another written order, or oral order (including directions, instructions, interpretations, and
10 determinations) by the City and where timely written notice has been made, Contractor
11 shall follow the protest requirements set forth in the Contract Documents and immediately
12 initiate and maintain detailed, accurate daily records of the effect on the Work, additional
13 labor, material or equipment required, all costs and/or delays. Upon request, the Contractor
14 shall submit to the City, in such form as the Resident Engineer may prescribe, an itemized
15 accounting together with supporting data and copies of the daily records being maintained.

16 If the act or event giving rise to the protest is continuing in nature, or the impacts are
17 continuing, the Contractor shall update its submittal not less often than every thirty (30)
18 days.

19 In order to facilitate checking of such quotations, all proposals, except those so minor that
20 their propriety can be seen by inspection, shall be accompanied by complete itemization of
21 costs, including labor, materials, and subcontract costs. Labor and materials shall be
22 itemized in the manner described in Subparagraph 3.32.9 below. When major cost items
23 arise from Subcontractors or Suppliers of any tier, these items shall also be itemized.
24 Approval may not be given without such itemization. Failure to provide data within 21
25 days of the Resident Engineer's request shall constitute waiver of any Claim for changes
26 in the Contract Time or Contract Sum.

27 The City shall have the right to audit the books and records of the Contractor and of any
28 Subcontractor or Supplier of any tier seeking a change in the Contract Sum. The total cost
29 of any change, including a Claim, shall be limited to the reasonable value, as determined
30 by the Resident Engineer (subject to appeal through the dispute resolution procedure of the
31 items in Subparagraph 3.32.9 below). Unless otherwise agreed in writing by the City, the
32 cost shall not exceed the lower of the prevailing cost for the work in the locality of the
33 Project or the cost of the work in the current edition of R.S. Means Company, Inc., Building
34 Construction Cost Data.

35 .7 Amounts Not in Dispute. Pending final determination of cost to the City, amounts
36 not in dispute may be included in Applications for Payment. The amount of credit to be
37 allowed by the Contractor to the City for a deletion or change which results in a net
38 decrease in the Contract Sum shall be actual net cost as confirmed by the Resident
39 Engineer. When both additions and credits covering related Work or substitutions are
40 involved in a change, the allowance for overhead and profit shall be figured on the basis of
41 net increase, if any, with respect to that change.

1 (i) If the City and Contractor do not agree with the adjustment in Contract Time
2 or the method for determining it, the adjustment or the method shall be
3 referred to the Resident Engineer for determination. Any adjustment in the
4 Contract Time arising from a Change or Claim shall be limited to the change
5 in the actual critical path of the Contractor's most recently updated and
6 accepted Construction Schedule directly caused thereby. The adjustment
7 shall be determined by the Resident Engineer on the basis of reasonable
8 expenditures and savings of those performing the Work attributable to the
9 change, in strict accordance with this Paragraph and other applicable
10 provisions of the Contract Documents.

11 (ii) When the City and Contractor agree with the determination made by the
12 Resident Engineer concerning the adjustments in the Contract Sum and
13 Contract Time, or otherwise reach agreement upon the adjustments, such
14 agreement shall be effective immediately and shall be recorded by
15 preparation and execution of an appropriate Change Order.

16 .8 Minor Changes in the Work. When provided for in the Contract Documents, and
17 with prior written consent of the Engineer, the Resident Engineer will have the authority
18 to order Minor Changes in the Work not involving extension of the Contract Time, and not
19 inconsistent with the intent of the Contract Documents, in accordance with Section 1-
20 04.4(1) of the Standard Specifications. Such changes shall be effected by written order
21 and shall be binding on the City and Contractor. The Contractor shall carry out such written
22 orders promptly. Any protest by the Contractor of any such written order must be made in
23 strict accordance with the applicable provisions of the Contract Documents, including
24 Paragraphs 3.31 through 3.33 hereto, or they will be waived.

25 .9 Pricing Components. The value of any Claim for an increase or decrease in the
26 Contract Sum shall be limited to the following components and Contractor shall
27 contemporaneously segregate and separately record at the time incurred all costs associated
28 with any Claim. Any work performed for which the Contractor intends to seek an
29 adjustment in Contract Price, Contract Time, and/or other alleged damages shall be
30 recorded on the same day the work is performed and kept separate so as to distinguish it
31 from Contract Work:

32 (i) Direct Labor Costs: These are labor costs determined by either the
33 estimated or actual number of additional craft hours and the hourly cost
34 necessary to perform the change in the Work or the unit labor costs applied
35 to the material quantities and extended, provided the unit labor costs are
36 developed from the above craft hour cost, whichever is applicable,
37 according to industry practice.

38 The hourly cost shall be based upon the following:

39 (a) Basic Wages: Current Washington Department of Labor &
40 Industries prevailing hourly wage for laborers, apprentices,
41 journeyman, and foreman performing and/or directly supervising

the changed Work on the site. The premium portion of overtime wages is not included unless pre-approved by the City.

(b) Fringe Benefits: Fringe benefits paid by the Contractor as established by the Washington Department of Labor and Industries or contracted to labor trust funds as itemized fringe benefits, whichever is applicable.

(c) Worker's Insurance: Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.

(d) Federal Insurance: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

(ii) Direct Material Costs: This is an itemization of the quantity and cost of additional materials necessary to perform the change in the Work. These costs shall be by the unit cost applied to the quantity and extended. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in advance by the Resident Engineer.

(iii) Construction Equipment Usage Costs: This in an itemization of the actual length of time construction equipment appropriate for the Work will be used solely on the change in the Work at the site times the applicable rental cost as established by the lower of the prevailing rate published in The Rental Rate Blue Book by Data Quest, San Jose, California, or the actual rate paid as evidenced by rental receipts. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the change in the Work and if approved in writing in advance by the Resident Engineer.

If more than one rate is applicable, the lowest rate will be utilized. The rates in effect at the time of the performance of the Change work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubricants, repairs, maintenance, and insurance. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. After eight (8) hours of equipment use in a twenty-four (24) hour period, and after forty (40) hours of equipment use in a week, the equipment usage cost shall be fifty percent (50%) of the rate established above.

The rate for equipment necessarily standing by for future use on the Work shall be fifty percent (50%) of the rate established above. The total standby hours per day will be a maximum of eight (8) hours less the operating hours paid as a result of the change in the Work and less the hours that the item of equipment was or could have been used on other changed or non-changed Work and less any hours that the equipment was in a “non-operational” condition, as determined and approved by the City. The total standby hours per week will be a maximum of forty (40) hours less the operating hours paid for the change in Work and less the hours that the item of equipment was or could have been used on other changed or non-changed Work and less any hours that the equipment was in a “non-operational” condition, as determined and approved by the City.

If equipment is required for which a rental rate is not established by The Rental Rate Blue Book an agreed rental rate shall be established for that equipment, which rate and use must be approved by the Resident Engineer prior to performing the work. Failure by the Contractor to obtain written approval of any rental rate not established by The Rental Rate Blue Book prior to performing the work shall be a waiver of all such costs.

(iv) Cost of Change in Insurance or Bond Premium: This is defined as:

- (a) Contractor’s liability insurance: The costs (expressed as a percentage) of any changes in the contractor’s liability insurance arising directly from the changed Work; and
- (b) Public Works bond: The cost (expressed as a percentage) of the additional premium for the contractor’s bond arising directly from the changed Work.

Upon request, the Contractor shall provide the City with supporting documentation from its insurer or surety.

(v) Subcontractor Costs: These are payments the Contractor makes to Subcontractors for changed Work performed by Subcontractors. The Subcontractors’ cost of Work shall be determined in the same manner as prescribed in this Subparagraph 3.32.9.

(vi) Fee: This is the allowance for all combined overhead, profit and other costs, including all office, home office and site overhead (including contractor’s project manager, project engineer, and superintendent’s time), and includes delay and impact costs of any kind, added to the total cost to the City of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. It shall be limited in all cases to the following schedule:

- (a) The Contractor shall receive 10% of the cost of any materials supplied or work performed by the Contractor's own forces.
- (b) The Contractor shall receive 8% of the amount owed directly to a Subcontractor or its Supplier for materials supplied or work performed by that Subcontractor or its Supplier.
- (c) Each Subcontractor (including lower tier subcontractors involved) shall receive 10% of the costs of any materials supplied or work performed by its own forces.
- (d) Each Subcontractor of any tier shall receive 8% of the amount it owes for materials supplied or work performed by its suppliers or subcontractors of any lower tier.
- (e) The cost to which this Fee is to be applied shall be determined in accordance with Subparagraph 3.32.9 (i) - (iv).

If a change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a further deduction.

The costs and allowances for overhead and profit as calculated in accordance with the paragraphs and the Contract Documents shall constitute the Contractor's full and sole entitlement to compensation or equitable adjustment for any changed work, Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project, relating thereto, or resulting therefrom. No additional compensation shall be allowed for items including, but not limited to, direct, indirect or impact damages, costs of delay, acceleration inefficiency, and home office overhead.

3.33 DISPUTE RESOLUTION:

.1 All Claims, direct or indirect, arising out of, or relating to, the Work or the Contract Documents or the breach thereof shall be decided exclusively by the following dispute resolution procedure. Claims that have been waived under the terms of the Contract Documents are barred, including those waived due to Contractor's failure to timely comply with this Paragraph 3.33 or failure to comply with the timing and notice procedures set forth in the Contract Documents. As a condition precedent to submitting a Claim, the Contractor must comply with the requirements of Paragraph 3.32 above, WSDOT Standard Specifications Section 1-04.5, and all other timing and notice requirements set forth in the Contract Documents.

.2 The Contractor shall submit in writing to the Resident Engineer all Claims within ten (10) calendar days of the event giving rise to them, signed by the Contractor under penalty of perjury. The submission shall include a clear description of the Claim, the proposed change in the Contract Sum and/or Time of the Claim, or other relief sought by the Contractor, and provide sufficient data and information supporting the Claim to enable the City to conduct its own investigation of the event, including all information required in

Paragraph 3.32 above. The Claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Contractor (and Subcontractors and Suppliers of any tier) is or may be entitled. If the act or event is continuing in nature, or the impacts are continuing, the Claim shall so state and the Contractor shall update its claim not less often than every thirty (30) days.

The claims of a Subcontractor or Supplier of any tier may be brought only through the Contractor and only after the Contractor notifies the City in writing and signed by the Contractor under penalty of perjury that the Contractor has reviewed the Claim and believe it to meritorious.

(i) Level I. Within seven (7) days of receipt of the written notice and all required information and data, the senior site representative of the Contractor and the Resident Engineer shall meet, confer, and attempt to resolve the claim. The senior site representative of the Contractor shall have the authority to resolve and settle the claim. Either the Contractor or the City will be entitled to give the other written notice to delay the start of a properly requested Level I meeting for up to fourteen (14) days in order to review the supporting data or to assemble more accurate or complete data to support the Claim.

(ii) Level II. If the Claim is not resolved within seven (7) days of the close of the Level I meeting, the Contractor may require that an officer of the Contractor (who did not attend the Level I meeting), the Construction Manager, and the Resident Engineer meet, confer, and attempt to resolve the Claim within fourteen (14) days thereafter. Other City personnel may also attend the Level II meeting. Prior to being obligated to attend the Level II meeting, the City or its representatives shall have the right to audit and copy the Claim-related books and records of the Contractor and of any Subcontractor or Supplier of any tier making a Claim.

(iii) The terms of the resolution of any Claims concluded in Level I or Level II meetings shall be memorialized in writing and signed by each party.

.3 Mediation: If the Claim is not resolved in the dispute resolution procedure, neither the Contractor nor any Subcontractor or Supplier of any tier may bring a Claim against the City in litigation unless the Claim is first subject to nonbinding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. Contractor waives all Claims by failing to provide written notice to the Resident Engineer of the Contractor's intent to mediate within twenty-one (21) days of the Level II meeting. This requirement cannot be waived except by an explicit written waiver signed by the City and the Contractor. An officer of the Contractor and the Director, both having full authority to settle the Claim, must attend the mediation session. To the extent there are other parties in interest, such as the Consultant, Subcontractors, or Suppliers of any tier, their representatives with full authority to settle the Claim, shall also attend the mediation session. Unless the City and the Contractor mutually agree in writing otherwise and only in the event Contractor provides timely notice of intent to mediate, all unresolved

Claims on the Project shall be considered at a single mediation session which shall occur after Physical Completion, but prior to Final Acceptance by the City. The Contractor is responsible for initiating the mediation procedure.

.4 Litigation. The Contractor may not initiate litigation on any Claim unless each such Claim was properly and timely raised and considered in the Procedures of Subparagraphs 3.33.1 through 3.33.3 above. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 180 days after the Date of Physical Completion designated in writing by the City (provided that a mediation session has occurred) or (b) 60 days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by the City.

.5 The Contractor agrees that the City may join the Contractor as a party to any litigation/arbitration involving the alleged fault of the Contractor.

.6 The Contractor shall diligently carry on the Work and maintain the Contractor's Construction Schedule during any dispute resolution proceedings, unless otherwise agreed by it and the City in writing.

3.34 NONDISCRIMINATION AND AFFIRMATIVE ACTION:

.1 Unless the Contractor is exempt by Federal Executive Order 11246, as amended by Executive Order 11375, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the requirements of these nondiscrimination provisions.

.2 The Contractor further agrees to comply with all applicable non-discrimination laws and affirmative action programs, including, without limitation, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973 and Sections 2012 and 2014 of the Vietnam Era Veterans Readjustment Act of 1984, and acknowledges that, should the Contractor be in violation of this paragraph or any applicable laws or affirmative action programs, the Contractor shall be barred forthwith from receiving award of any purchase order from the City unless a satisfactory showing is made that such noncompliance or discriminatory practices have terminated and that a recurrence of such acts is unlikely.

3.35 MINORITY AND WOMEN BUSINESS ENTERPRISE:

The Contractor agrees that the Contractor shall actively solicit the employment of minority group members. The Contractor further agrees that the Contractor shall actively solicit

1 bids for the subcontracting of goods or services from qualified minority businesses. The
2 Contractor shall furnish evidence of the Contractor's compliance with these requirements
3 of minority employment and solicitation. The Contractor further agrees to consider the
4 grant of subcontracts to said minority bidders on the basis of substantially equal proposals
5 in the light most favorable to said minority businesses. The Contractor shall be required
6 to submit evidence of compliance with this paragraph as part of the Contract.

7 3.36 NOTICES:

8 Any notice or communication under the Contract will be effective only if in writing and
9 delivered in person, by overnight courier service, by facsimile transmission, by electronic
10 mail transmission, or mailed by registered or certified mail return receipt requested postage
11 prepaid to the City at the address set forth in the Invitation for Bids or to the Contractor at
12 the address set forth in the Bid, or to any other address the addressee may have notified the
13 sender beforehand referring to the Contract. All notices and communications will be
14 deemed given, made and received: (a) upon delivery, if personally delivered; (b) when sent
15 by facsimile or electronic email transmission if confirmation is received; (c) one (1)
16 business day after the deposit, if delivered by a nationally recognized courier service
17 offering guaranteed overnight delivery; or (d) three (3) business days after deposit in the
18 United States mail.

19 3.37 PATENT, PATENT ROYALTIES & PROCESS FEES

20
21 The Contractor shall furnish the City a license or licenses for the use of any equipment
22 process or processes in connection with this Project that is the subject of any patent. The
23 Contractor shall include in the unit prices bid any patent royalties or license fees for
24 equipment installed or construction methods used. The Contractor shall provide at the
25 request of the City a patent attorney's opinion letter acceptable to the City, advising that
26 any process or equipment used by Contractor does not infringe on any patent.
27

28 3.38 LAWS AND REGULATIONS

29 All applicable State laws and municipal ordinances, and the rules and regulations of all
30 authorities having jurisdiction over the construction of the project, shall apply to the
31 Contract throughout and they will be deemed to be included in the Contract the same as if
32 written therein in full. This Contract is also subject to regulations for projects receiving
33 Federal funding.

1
2
3
4
5 **SECTION 4**
6 **BID PROPOSAL FORM**
7

8 *Forms and schedules provided in this section are for information only. Bidder*
9 *shall complete the Bid Pricing Schedule on the OpenGov.com website, and will*
10 *complete and scan the appropriate attachments and include them as part of their*
11 *bid package.*
12
13

(Attachment A)

**BID FORM FOR PROJECT
Scriber Lake Park Boardwalk**

To the Honorable
Mayor & Council
Lynnwood, Washington

The undersigned ("Bidder") certifies that the Bidder has examined the site, that it has taken steps reasonably necessary to ascertain the nature and location of the work, that it has investigated and satisfied itself as to the general local conditions which can affect the work or its costs, that it has examined Project Manual (including, without limitation, the Contract Plans and Specifications, and all applicable laws and ordinances with respect to the above-mentioned Project. The Bidder hereby offers to perform the required Work in accordance with the terms, provisions and requirements of the Project Manual at the unit prices and/or lump sums stated in the Bid Pricing Schedule(s)..

As evidence of the Bidder's good faith, a bid bond, cashier's check, or certified check in the amount of five percent (5%) of the total amount of the Bid, payable to the City Treasurer, City of Lynnwood ("Deposit"), is enclosed with this Bid, and using the **Bid Security Form (Attachment B)** provided in the bid documents. The Bidder understands and hereby agrees that, should this Bid be accepted, and the Bidder fail or refuse to enter into a Contract and furnish the required bonds or liability insurance, the Bidder will forfeit the Deposit to the City, as provided in the Project Manual.

The Bidder fully understands and agrees that the unit prices submitted in this Bid shall apply to the quantity actually used, regardless of its relation to the quantity shown in the Bid, as further specified herein. The Bidder further understands and agrees that where the City has estimated and include dollar amounts that are to be paid per force account, all such dollar amounts are to become part of the Bidder's total bid. However, the City does not warranty expressly or by implication that the actual amount of work or the cost of work will correspond with those estimates and that payment will be made on the solely basis of the amount of work actually authorized by the City in accordance with the Contract Documents.

The Bidder freely states that the Bidder is familiar with the provisions of the competitive bidding statutes of the State of Washington, specifically the provisions of Chapter 9.18 RCW, and certifies (Attachment B) that with respect to this Bid, there has been no collusion or understanding with any other person or entity to prevent or eliminate full and unrestricted competition upon bidders on this public works project.

The Bidder further understands that the City reserves the right to award the Work based on bids received and available funding and, in addition, to reject any or all bids. The Bidder further understands that the City reserves the right to make award within forty-five (45) calendar days of the Bid Opening specified in the Invitation to Bid and that the Bidder guarantees the Bidder's Bid for said duration.

BID PRICE:

The Bid shall include everything necessary for the prosecution and completion of the Contract including, but not limited to, overhead, furnishing all material, labor, equipment and Subcontractors, and other facilities and all management, superintendent's labor and service, except as may be provided otherwise in the Contract documents.

1 In the OpenGov.com system, Bidder shall enter a unit price for each bid item. Extend prices will
2 be automatically calculated by the OpenGov.com system. If applicable, the City reserves the right
3 to correct any obvious system generated mathematical errors or calculations. If applicable, in the
4 event of a discrepancy between a unit price and the extended amount for a bid item, the unit price
5 will control.

7 The City of Lynnwood tax rate shall prevail and will be automatically calculated by the
8 OpenGov.com system. If applicable, the City reserves the right to correct any obvious system
9 generated mathematical errors or calculations. If tax is calculated improperly, the City shall utilize
10 the City of Lynnwood tax rate and calculate accordingly.

12 The system generated prices and/or the any prices corrected for mathematical errors, shall be used
13 as the amount of the bid items for evaluation and award purposes.

15 **WORK BY BIDDER'S ORGANIZATION**

16 By signing the Proposal, the Bidder agrees that work performed by Bidder's organization shall account for
17 at least thirty (30) percent of the Awarded Contract price in compliance with Section 1-08.1 of the WSDOT
18 Standard Specifications, current edition, as amended.

20 **TIME FOR COMPLETION**

21 The Bidder agrees to Physically Complete all the Work as specified for the Project within **212** working
22 days after the indicated starting date appearing in an official "Notice to Proceed" issued by the City.

24 **LIQUIDATED DAMAGES**

25 The Bidder fully understands and agrees to the provisions of the Project Manual, and herewith further agrees
26 that the liquidated damages shall be as stated in Section 1-08.9 of the Special Provisions for each and every
27 working day required beyond the above stated construction time allowed to complete the Work.

29 Dated: _____

(Name of Bidder)

Location or Place Executed: _____

By _____

(City, State)

(Print Name of Authorized Representative)
Title _____

30
31 BIDDER is a(n): ☐ Individual ☐ Partnership ☐ Joint Venture
32 ☐ Incorporated in the state of _____
33 ☐ Limited liability company formed in the state of _____
34 .

BID ITEM SCHEDULE (For Information only. Not to be submitted with bid package)

This table is provided to bidders only as an indication as to the scope of the project. Bids shall be submitted electronically. Bidders shall enter the unit cost for each and every bid item into the project

Bid Pricing Schedule(s) located online at the OpenGov.com website for this project:

Item No.	Spec. Sect.	Description	Est. Qty.	Unit	Unit Price	Amount
1	1-04	Unexpected Site Changes	1	FA	\$25,000	\$25,000
2	1-05	Structure Surveying	1	L.S.	\$	\$
3	1-05	Roadway Surveying	1	L.S.	\$	\$
4	1-05	Record Drawings	1	L.S.	\$	\$
5	1-07	SPCC Plan	1	L.S.	\$	\$
6	1-08	Type B Progress Schedule	1	L.S.	\$	\$
7	1-09	Mobilization	1	L.S.	\$	\$
8	1-10	Project Temporary Traffic Control	1	L.S.	\$	\$
9	2-01	Clearing and Grubbing	0.17	Acre	\$	\$
10	2-01	Tree Removal Including Stump Removal	29	Each	\$	\$
11	2-01	Tree Removal without Stump Removal	19	Each		
12	2-01	Tree Pruning	1	L.S.	\$	\$
13	2-01	Temporary Tree Root Protection	3100	S.F.	\$	\$
14	2-02	Removal of Structures and Obstructions	1	L.S.	\$	\$
15	2-02	Removing Asphalt Conc. Pavement	425	S.Y.	\$	\$
16	2-02	Pedestrian Bridge Removal	1	L.S.	\$	\$
17	2-02	Mulch Trail Removal	1652	L.F.	\$	\$
18	2-02	Saw-Cutting Asphalt Concrete Pavement	254	IN-FT	\$	\$
19	2-02	Existing Floating Dock Protection & Removal	1	L.S.	\$	\$
20	2-02	Protect Existing Benches and Picnic Tables in Place	1	L.S.		

Item No.	Spec. Sect.	Description	Est. Qty.	Unit	Unit Price	Amount
21	2-03	Common Borrow Incl. Haul	107	C.Y.	\$	\$
22	2-03	Roadway Excavation Incl. Haul	185	C.Y.	\$	\$
23	2-03	Gravel Borrow Incl. Haul	246	Ton	\$	\$
24	4-04	Crushed Surfacing Top Course	162	Ton	\$	\$
25	4-04	Crushed Surfacing Base Course	80	Ton	\$	\$
26	5-04	HMA Cl. 1/2" PG 64-22	337	Ton	\$	\$
27	6-01	Temporary Bridge	1	L.S.	\$	\$
28	6-02	Concrete Abutments	1	L.S.	\$	\$
29	6-03	Pre-Manufactured Steel Pedestrian Bridge	1	L.S.	\$	\$
30	6-03	Steel Boardwalk	1	L.S.	\$	\$
31	6-05	Steel Pipe Piling	7792	L.F.	\$	\$
32	6-23	FRP Boardwalk Railing	670	L.F.	\$	\$
33	6-23	FRP Grating	8480	S.F.	\$	\$
34	6-24	Pre-Manufactured Aluminum Gangways and Landing Floats	1	L.S.	\$	\$
35	7-04	Ductile Iron Storm Pipe 8 In. Diam.	20	L.F.	\$	\$
36	7-05	Catch Basin Type 1	1	Each	\$	\$
37	8-01	High Visibility Fencing	6308	L.F.	\$	\$
38	8-01	Erosion Control and Water Pollution Control	1	L.S.	\$	\$
39	8-02	Project Area Weed and Pest Control	1	FA	\$10,000	\$10,000
40	8-02	Weed and Pest Control Plan	1	L.S.		
41	8-02	Topsoil Type A	100	C.Y.	\$	\$
42	8-02	PSIPE, Picea sitchensis, 6' Ht	2	Each	\$	\$

Item No.	Spec. Sect.	Description	Est. Qty.	Unit	Unit Price	Amount
43	8-02	PSIPE, Pseudotsuga menziesii, 6' Ht	6	Each	\$	\$
44	8-02	PSIPE, Salix lasiandra, 5 gal	6	Each	\$	\$
45	8-02	PSIPE, Thuja plicata, 6' Ht	12	Each	\$	\$
46	8-02	PSIPE, Cornus sericea, 2 gal	20	Each	\$	\$
47	8-02	PSIPE, Lonicera involucrata 2 gal	82	Each	\$	\$
48	8-02	PSIPE, Rubus spectabilis, 2 gal.	31	Each	\$	\$
49	8-02	PSIPE, Spiraea douglasii, 1 gal.	37	Each	\$	\$
50	8-02	PSIPE, Symphoricarpos albus, 2 gal.	35	Each	\$	\$
51	8-02	PSIPE, Polystichum munitum, 1 gal.	155	Each	\$	\$
52	8-02	Seeded Lawn Installation	288	S.Y.	\$	\$
53	8-02	Wood Chip mulch	71	C.Y.	\$	\$
54	8-04	Precast Traffic Curb, Type C	144	L.F.	\$	\$
55	8-04	Extruded Curb	368	L.F.	\$	\$
56	8-14	Cement Concrete Pads	53	S.Y.	\$	\$
57	8-19	Wood Fence	80	L.F.	\$	\$
58	8-21	Permanent Signing	1	L.S.	\$	\$
59	8-22	Pavement Markings	1	L.S.	\$	\$
60	8-30	Bollard (Type 1)	2	Each		

1
2
3

TOTAL BASE BID \$ _____

Item No.	Spec. Sect.	Description	Est. Qty.	Unit	Unit Price	Amount
A1-1	2-01	Clearing and Grubbing	0.02	Acre		
A1-2	2-01	Tree Removal without Stump Removal	2	Each		

Item No.	Spec. Sect.	Description	Est. Qty.	Unit	Unit Price	Amount
A1-3	6-03	Steel Boardwalk	1	L.S.		
A1-4	6-05	Steel Pipe Piling	824	L.F.		
A1-5	6-23	FRP Boardwalk Railing	115	L.F.		
A1-6	6-23	FRP Grating	800	S.F.	\$	
A1-7	8-01	High Visibility Fencing	211	L.F.	\$	\$
A1-8	8-01	Erosion Control and Water Pollution Control	1	L.S.	\$	\$

TOTAL BID: ALTERNATE A1 \$ _____

TOTAL BID (BASE + ALTERNATE A1): \$ _____

Department of Revenue Rule 171 applies to this work.

*Allowance - For the purpose of establishing a common basis for evaluating bids, an arbitrary quantity for this item has been shown on the **Bid Pricing Schedule** and does not necessarily represent the quantity that may be necessary for the work. The Contractor shall only be entitled to compensation for this bid item for work actually completed. Quantities will be determined in the field as work progresses. The Variation in Estimated Quantities provisions of Section 1-04.6 of the Standard Specifications shall not apply to this item.

BID SECURITY

(Attachment B)

Bid Deposit: The undersigned Principal hereby deposits a Bid Deposit with the City of Lynnwood in the form of a certified or cashier's check, or postal money order in the amount of _____ dollars (\$_____).

Bid Bond: The undersigned, _____ (Principal), and _____ (Surety), are held and firmly bound unto the City of Lynnwood (Contracting Agency) in the penal sum of _____ dollars (\$_____), which for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally. The liability of Surety under this Bid Bond shall be limited to the penal sum of this Bid Bond.

Conditions: The Bid Deposit or Bid Bond shall be an amount not less than five percent (5%) of the total bid, including sales tax and is submitted by Principal to Contracting Agency in connection with a Proposal for Scriber Lake Park Boardwalk, City Project No. 3579, according to the terms of the Proposal and Bid Documents.

Now therefore,

- a. If the Proposal is rejected by Contracting Agency, or
- b. If the Proposal is accepted and Principal shall duly make and enter into an Agreement with Contracting Agency in accordance with the terms of the Proposal and shall furnish a bond for the faithful performance of said Project and for the payment of all persons performing labor or furnishing materials in connection therewith, with Surety or Sureties approved by Contracting Agency, and shall in all other respects perform the Contract created by the acceptance of said Proposal, then this Bid Security shall be released; otherwise it shall remain in full force and effect and Principal shall forfeit the Bid Deposit or Surety shall immediately pay and forfeit to Contracting Agency the amount of the Bid Bond, as penalty and liquidated damages.

The obligations of Surety and its Bid Bond shall be in no way impaired or affected by any extension of time within which Contracting Agency may accept bids; and Surety does hereby waive notice of any such extension.

Signed and dated this _____ day of _____, 20_____.

Principal

Surety

By

Signature of Authorized Official

Attorney in Fact (*Attach Power of Attorney*)

Title

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

1
2
3 **NON-COLLUSION AFFIDAVIT**
4 (This Affidavit to be fully executed)
5 *(Attachment C)*
6

7 STATE OF)
8) ss.
9 COUNTY OF)
10

11 _____, affiant,
12
13 the _____
14 (President, Secretary, Manager, Firm City, or Representative)
15 of _____
16 (Name of Company or Corporation or Firm)

17 the person, corporation, company or firm who makes the accompanying Bid, having first been
18 duly sworn, deposes and says:

19 That such Bid is genuine, and not sham or collusive, nor made in the interest or behalf of
20 any person or entity not herein named; that the Bidder has not directly or indirectly induced or
21 solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain
22 from bidding; and that the Bidder has not in any manner sought by collusion to secure for the
23 Bidder an advantage over any other bidder.

24
25 _____
Signature of President, Secretary, Manager,
City, or Authorized Representative
(Circle One)

24
25 Subscribed and sworn to before me on _____.

Print Name: _____

NOTARY PUBLIC for the state of Washington,
residing at _____

My appointment expires: _____

1 STATEMENT OF BIDDER'S QUALIFICATIONS

2 *(Attachment D)*

3

4 **Attach additional sheets as necessary to fully provide the information required.**

5 Name of BIDDER: _____

6 Address of BIDDER: _____

7 City: _____ State: _____ Zip: _____

8 Phone number of BIDDER: _____

9 Email address of BIDDER: _____

10 Website of BIDDER: _____

11 Contact Person for this Project: _____

12 Federal Employer Identification Number (EIN) (or SSN if applicable) _____

13 BIDDER is a(n): ☐ Individual ☐ Partnership ☐ Joint Venture

14 ☐ Incorporated in the state of _____

15 ☐ Limited liability company formed in the State of _____

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

18
19 List business names used by BIDDER during the past 5 years if different than above:
20 _____

21 Bank Reference: _____ Account type: _____

22 Officer: _____ Officer's Phone No.: _____

23
24 List all those projects, of similar nature and size, completed by BIDDER within the past 5 years
25 and the gross dollar amount of each project. **Include a reference for each.** Any attached
26 preprinted project listing must include all this information:
27

Project Name	Amount	Year Completed	Owner/Reference Phone # or email
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

1 Number of projects in the past 5 years completed:

2 _____ ahead of schedule _____ on schedule _____ behind schedule.

3 List the supervisory personnel to be employed by the BIDDER and available for work on this
4 project (Project Manager, Principal Foreman, Superintendents, and Engineers):

5 Name Title How long with BIDDER

6 _____

7 _____

8 _____

9 _____

10 _____

11 Number of regular full-time employees: _____

12

13 List major pieces of equipment which are anticipated to be used on this Project by the Bidder and
14 note which items are owned by the Bidder and which are to be leased or rented from others:

15 _____

16 _____

17 _____

18 _____

19 _____

20

21 By signing below, the BIDDER agrees that the City shall retain the right to obtain any and all
22 credit reports.

23 Printed Name of BIDDER: _____

24 Signature of BIDDER: _____

25 Title _____ Date _____

26

1 RESPONSIBLE BIDDER DETERMINATION FORM
2 (To be submitted by BIDDER with Bid)

3 (Attachment E)

4 Name of PROJECT: _____

5 Name of BIDDER: _____

6 Address of BIDDER: _____

7 City: _____ State: _____ Zip: _____

8 Phone number of BIDDER: _____

9 Email address of BIDDER: _____

10 The following items are to determine Responsible Bidder status [RCW 39.04.350(1)]:

11 • Contractor's Washington State License No.: _____ Exp. Date: _____

12 • Unified Business Identification (UBI) No: _____

13 • Dept. of Labor & Industries Account Number: _____

14 • Employment Security Dept. Account No.: _____

15 • Dept. of Revenue Excise Tax Registration Number: _____

16 • BIDDER on L&I Infraction List? ☐ Yes ☐ No

17 www.lni.wa.gov/tradeslicensing/PrevWage/AwardingAgencies/violations/default.asp

18 BIDDER on L&I "Contractor's Not Allowed to Bid" List? ☐ Yes ☐ No

19 [www.lni.wa.gov/tradeslicensing/PrevWage/AwardingAgencies/DebarredContractors/default.](http://www.lni.wa.gov/tradeslicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp)
20 [asp](http://www.lni.wa.gov/tradeslicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp)

21 • BIDDER has completed required public works and prevailing wage training:

22 ○ ☐ Exempt (Listed on L & I Public Works Training Exemption List
23 www.lni.wa.gov/TradesLicensing/PrevWage/files/ExemptFromTraining.pdf)

24 ○ ☐ Trained (Date training completed _____)

25 ○ ☐ Not Trained

26 • BIDDER has completed "Contractor Certification – Wage Law Compliance" (DOT form 272-
27 009) and included with Bid ☐ Yes ☐ No

28 I certify (or declare) under penalty of perjury under the laws of the State of Washington that the
29 foregoing is true and correct, and the BIDDER is in compliance with the responsible bidder criteria
30 requirement of RCW 39.04.350(1).

31
32 Signature of BIDDER: _____

33 Printed Name of BIDDER: _____

34 Title _____ Date _____ Place _____

1
2
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(Attachment F)



**Contractor Certification
Wage Law Compliance - Responsibility Criteria
Washington State Public Works Contracts**

**FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL
MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD**

I 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 the date of the Call for Bids.

Bidder Name: _____
Name of Contractor/Bidder - Print full legal entity name of firm

By: _____
Signature of authorized person Print Name of person making certifications for firm

Title: _____
Title of person signing certificate **Place:** _____
Print city and state where signed

Date: _____

(Attachment G)

Local Agency Name	CITY OF LYNNWOOD
19100 44TH AVE W LYNNWOOD, WA 98036	

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

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

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

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

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

DOT Form 271-015A
Revised 06/2020

RESPONSIBLE SUBCONTRACTOR DETERMINATION FORM

(Attachment H)

(This form to be submitted by the Apparent Low Bidder by 12:00 P.M. (noon) of the second business day following the bid submittal deadline for all named subcontractors included in proposal. Otherwise, submit with "Request to Sub-Let".)

Name of PROJECT: _____

Name of PRIME CONTRACTOR: _____

Name of SUBCONTRACTOR: _____

Description of Work: _____

Address of SUBCONTRACTOR: _____

City: _____ State: _____ Zip: _____

Phone number of SUBCONTRACTOR: _____

Email address of SUBCONTRACTOR: _____

The following items are to determine Responsible Subcontractor status [RCW 39.06.020]):

- Contractor's Washington State License No.: _____ Exp. Date: _____
- Unified Business Identification (UBI) No: _____
- Dept. of Labor & Industries Account Number: _____
- Employment Security Dept. Account No.: _____
- Dept. of Revenue Excise Tax Registration Number: _____
- SUBCONTRACTOR on L&I Infraction List? ☐ Yes ☐ No
lni.wa.gov/tradeslicensing/PrevWage/AwardingAgencies/violations/default.asp
- SUBCONTRACTOR on L&I "Contractor's Not Allowed to Bid" List? ☐ Yes ☐ No
lni.wa.gov/tradeslicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp
- SUBCONTRACTOR has completed required public works and prevailing wage training:
 - ☐ ☐ Exempt (Listed on L & I Public Works Training Exemption List
lni.wa.gov/TradesLicensing/PrevWage/files/ExemptFromTraining.pdf)
 - ☐ ☐ Trained (Date training completed _____)
 - ☐ ☐ Not Trained
- SUBCONTRACTOR has completed "Contractor Certification – Wage Law Compliance" (DOT form 272-009) and included with this form: ☐ Yes ☐ No
- Has Electrical Contractor's License, if required by RCW 19.28 ☐ Yes ☐ No ☐ Not Req'd
- Has Elevator Contractor's License, if required by RCW 70.87 ☐ Yes ☐ No ☐ Not Req'd

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and the named SUBCONTRACTOR is in compliance with the responsible SUBCONTRACTOR criteria requirement of RCW 39.06.020.

Signature of SUBCONTRACTOR: _____

Printed Name of SUBCONTRACTOR: _____

Title _____ Date _____ Place _____

1 (Attachment I)

2 (This form to be submitted by the apparent low Bidder by 12:00 P.M. (noon) of the second
3 business day following the bid submittal deadline in compliance with Instructions to Bidders,
4 Section 2.22.B, Supplemental Criteria 1.)

5
6 **DELINQUENT STATE TAXES**

7
8 **Criterion:**

9 The Bidder shall not owe delinquent taxes to Washington State Department of Revenue without a
10 payment plan approved by the Department of Revenue.

11
12 **Documentation:**

13 *Does the Bidder owe delinquent taxes to Washington State Department of Revenue?*

14
15 ☐ Yes ☐ No

16
17 If answered in the affirmative, is there a written payment plan approved by the Department of
18 Revenue in place?

19
20 ☐ Yes ☐ No

21
22 If answered in the affirmative, submit a copy of the DOR approved written payment plan with this
23 form.

24
25 Name of BIDDER: _____

26 Address of BIDDER: _____

27 City _____ State _____ Zip _____

28 Contractor's License No. _____

29 Signature of BIDDER _____

30 Title _____ Date _____

(Attachment J)

(This form to be submitted by the apparent low Bidder by 12:00 P.M. (noon) of the second business day following the bid submittal deadline in compliance with Instructions to Bidders, Section 2.22.B, Supplemental Criteria 4.)

CLAIMS AGAINST RETAINAGE AND BONDS

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.

Documentation:

Has the Bidder had excessive claims against retainage or payment bonds for public works projects filed against the Bidder in the three years prior to the bid submittal date that demonstrate a lack of effective management by the Bidder in making timely and appropriate payments to subcontractors, suppliers and workers?

☐ Yes ☐ No

If answered in the affirmative, submit a list with this form 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.

Name of BIDDER: _____

Address of BIDDER: _____

City _____ State _____ Zip _____

Contractor's License No. _____

Signature of BIDDER _____

Title _____ Date _____

(Attachment K)

(This form to be submitted by the apparent low Bidder by 12:00 P.M. (noon) of the second business day following the bid submittal deadline in compliance with Instructions to Bidders, Section 2.22.B, Supplemental Criteria 5.)

PUBLIC BIDDING CRIMES

Criterion:

The Bidder and any person with an ownership interest in the Bidder shall not have been convicted of a crime involving bidding on a public works contract within five years from the bid submittal deadline.

Documentation:

Has the Bidder or anyone with an ownership interest in the Bidder been convicted of a crime involving bidding on a public works contract within five years from the bid submittal deadline?

☐ Yes ☐ No

Name of BIDDER or person/entity with an ownership interest in the BIDDER: _____

Address of BIDDER: _____

City _____ State _____ Zip _____

Contractor's License No. _____

Signature of BIDDER _____

Title _____ Date _____

(Attachment L)

(This form to be submitted by the apparent low Bidder by 12:00 P.M. (noon) of the second business day following the bid submittal deadline in compliance with Instructions to Bidders, Section 2.22.B, Supplemental Criteria 6.)

TERMINATION FOR CAUSE / TERMINATION FOR DEFAULT

Criterion:

The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency during the five-year period immediately preceding the bid submittal deadline for this project, unless there are extenuating circumstances acceptable to the Contracting Agency.

Documentation:

Has the Bidder had any public works contract terminated for cause or terminated for default by a government agency during the five-year period immediately preceding the bid submittal deadline for this project, unless there are extenuating circumstances acceptable to the Contracting Agency?

☐ Yes ☐ No

If answered in the affirmative, submit a statement with this form detailing the circumstances.

Name of BIDDER: _____

Address of BIDDER: _____

City _____ State _____ Zip _____

Contractor's License No. _____

Signature of BIDDER _____

Title _____ Date _____

(Attachment M)

(This form to be submitted by the apparent low Bidder by 12:00 P.M. (noon) of the second business day following the bid submittal deadline in compliance with Instructions to Bidders, Section 2.22.B, Supplemental Criteria 7.)

LAWSUITS

Criterion:

The Bidder shall not have lawsuits with judgements 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.

Documentation:

Has the Bidder had lawsuits with judgements 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?

☐ Yes ☐ No

If answered in the affirmative, submit a list with this form of all lawsuits with judgements entered against the Bidder in the last five (5) years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit.

Name of BIDDER: _____

Address of BIDDER: _____

City _____ State _____ Zip _____

Contractor's License No. _____

Signature of BIDDER _____

Title _____ Date _____

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**SECTION 5
CONTRACT**

INFORMATION ONLY

**The following form must be executed and submitted by the successful Bidder
within ten (10) days following notice of award.**

1 **CITY OF LYNNWOOD**

2 **CONTRACT**

3 **THIS AGREEMENT** (“Contract”) is entered into this «Contr_Date_Day» day of
4 «Contract_Date_Month», «Contract_Date_Yr» by and between the City of Lynnwood (the
5 “City”), and «Contractor» (the “Contractor”).

6 **Recitals**

7 This Contract is for construction of the **SCRIBER LAKE PARK BOARDWALK** (the
8 “Project”), as described in more detail in the Invitation for Bids dated January 3, 2024 and the
9 related Project Manual, the terms and conditions of which are incorporated herein by this reference
10 (the “Project Manual”). Capitalized terms not defined herein shall have the meanings set forth in
11 the Project Manual.

12 **Agreement**

13 The parties, in consideration of the terms and conditions contained herein, do hereby covenant and
14 agree as follows:

15
16 **5.01 COMPENSATION:**

17 The City promises and agrees to employ, and does employ, the Contractor to provide the
18 materials and to do and cause to be done the work provided for in this Contract and to
19 complete and finish the same according to the Project Manual (including, without
20 limitation, the Contract Plans and Specifications) and the terms and conditions contained
21 herein. The City agrees to pay the Contractor the sum of \$ «Contract_amount» which
22 includes any applicable sales or use tax, according to the payment schedule attached hereto.
23

24 **5.02 SCOPE OF WORK:**

25 The Contractor shall do all Work, obtain all permits and furnish all labor, materials, tools,
26 equipment, transportation, supplies and incidentals required for constructing and
27 completing the Project, in accordance with this Contract, the Project Manual and the
28 Standard Specifications for Road, Bridge and Municipal Construction (English version),
29 latest edition, as issued by the Washington State Department of Transportation, the terms
30 and conditions of which are incorporated herein by this reference (collectively, the
31 “Standard Specifications”); provided that, as used in the Standard Specifications, “State”
32 means City of Lynnwood;” “Department of Transportation” means Department of Public
33 Works;” “Secretary” means “Director of Public Works.”
34

35 **5.03 DURATION:**

36 The Contractor shall commence the Work within ten (10) working days after the execution
37 of this Contract and the issuance by the City of a Notice to Proceed. The Work shall be
38 Physically Completed in 212 working days (“Contract Time”). If the Work is not
39 Physically Completed within the Contract Time, the Contractor agrees to pay the City as

liquidated damages the sum as calculated in accordance with Section 1-08.9 of the Standard Specifications for each day the Project remains uncompleted after the expiration of the Contract Time. Such liquidated damages are appropriate and are agreed upon by the parties because of the impracticability and difficulty of ascertaining the actual damages the City would sustain in the event of noncompletion within the Contract Time.

5.04 BONDS:

The Contractor agrees to obtain Payment and Performance Bonds in accordance with, and using the forms provided in, the Project Manual; provided, that on contracts of twenty-five thousand dollars or less, at the option of the Contractor, the City may, in lieu of such Bonds, retain fifty (50) percent of the Contract Sum for a period of thirty (30) days after date of final acceptance of the Project by the City, or until receipt by the City of all necessary releases from the Washington State Department of Revenue and Department of Labor and Industries, and settlement of any liens filed against the Project, whichever is later.

5.05 INSURANCE:

The parties agree that no liability shall be attached to the City by reason of entering into this Contract, except as expressly provided herein. The Contractor specifically agrees to maintain insurance coverages in accordance with the applicable provisions of the Project Manual and Section 1-07.18 of the Special Provisions. The Contractor agrees that all insurance policies shall include the City, and others if required by the Contract Documents, as Additional Named Insureds. All insurance policies shall be endorsed to provide that such policies shall be primary to any insurance carried by the City and that no policy shall be canceled, materially changed or reduced in coverage until after thirty (30) days prior written notice has been delivered to the City.

5.06 LABOR AND WAGES:

Prevailing wages shall be paid. Contractor specifically agrees and shall have sole responsibility to comply with the applicable provisions of the Project Manual and Section 1-07.9 of the Standard Specifications, and to file all required forms, certificates, and affidavits necessary to comply with Federal and State laws before final payment shall be made by the City. Prior to commencement of the Work, the latest prevailing wage rate information shall be obtained from the State of Washington, Department of Labor and Industries, Industrial Relations Division, General Administration Building, Olympia, WA 98501, Attn: Industrial Statistician, and shall be incorporated in and become a part of this Contract. Contractor shall bear any and all risk related to the classification and payment of applicable prevailing wage.

5.07 RECOVERY FOR DISRUPTION OR DELAY:

In the event the Contractor (including any subcontractors or suppliers of any tier) is held to be entitled to damages from the City for disruption or delay, it is agreed that the total damages to the Contractor (including damages to any subcontractor or supplier of any tier) shall be limited to the lesser of (i) the actual time and materials costs associated with the

1 impact of such disruption or delay, along with a markup of ten percent (10%) on the
2 Contractor's own work and a markup of eight percent (8 %) on that of its subcontractors
3 and suppliers, or (ii) the daily liquidated damages rate specified in Paragraph 5.03 above.
4 In no event shall the Contractor be entitled to recover costs incurred, nor shall any damages
5 be allowed for, any time prior to ten (10) calendar days before receipt of a timely written
6 notice of a Claim for disruption or delay.
7

8 **5.08 EXECUTION, CORRELATION AND INTENT:**

9 By execution of this Contract, the Contractor represents and warrants that the Contractor:
10 (i) has carefully examined the Contract Documents and the Project site; (ii) has become
11 familiar with the local conditions under which the Work is to be performed and correlated
12 personal observations with requirements of the Contract Documents; (iii) is satisfied as to
13 (a) the nature, location, character, quality and quantity of the Work, (b) the labor, materials,
14 tools, equipment, transportation, supplies and incidentals to be furnished in the
15 performance of the Work, (c) the surface conditions and other matters that may be
16 encountered at the Project site or affect performance of the Work or the cost or difficulty
17 thereof, and (d) all other requirements of the Contract Documents; and (iv) agrees that the
18 Contract Time is adequate for the performance of the Work and the Contract Sum is
19 reasonable compensation for all the Work. The failure of the Contractor to adequately
20 investigate any such condition or matter shall not in any way relieve the Contractor from
21 the Contractor's obligation to perform the Work in accordance with the Contract
22 Documents within the Contract Time for the Contract Sum.

23 **IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed
24 in triplicate as of the day and year first above written.

CITY OF LYNNWOOD:

CONTRACTOR:

By _____
Christine Frizzell, Mayor

(Name of Contractor)

By _____

Its _____
(An Authorized Representative)

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SECTION 6
PERFORMANCE AND INDEMNITY BOND
LABOR AND MATERIALS BOND
INSURANCE CERTIFICATE
CONTRACTOR’S DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE

INFORMATION ONLY
The following form must be executed and submitted by the successful Bidder
within ten (10) days following notice of award.

1 [NOTE: Name of Contractor must be identical to the Bidder]

2 [NOTE: Date of Bond must not be prior to date of Contract]

3 **CITY OF LYNNWOOD**

4 **PERFORMANCE BOND**

5 We, (**CONTRACTOR**), as the Contractor, and (**SURETY**), as the Surety, jointly and severally,
6 bind ourselves, our heirs, executors, administrators, successors and assigns, as set forth herein, to
7 the City of Lynnwood, Washington (the "City") for the performance of the following described
8 Contract, or for the payment of the sum of (**AMOUNT**) Dollars \$ (**AMOUNT**), in lawful money
9 of the United States. The City has awarded the Contractor a contract for the construction
10 ("Contract") of **SCRIBER LAKE PARK BOARDWALK**.

11 The condition of this Bond is such that if the Contractor shall in all things abide by and well and
12 truly keep and perform the covenants, and agreements in said Contract, at the time and in the
13 manner therein specified, and shall indemnify and save harmless the City, as specified in the
14 Contract, this Bond shall become null and void; otherwise, it shall be and remain in full force and
15 effect.

16 The Surety agrees that no change, extension of time, alteration, or addition to the terms of the
17 Contract, or the Work to be performed thereunder, shall in any way affect its obligation on this
18 bond, and the Surety does hereby waive notice thereof.

19 Whenever the Contractor shall be, and is declared by the City to be, in default under the Contract,
20 the Surety shall promptly remedy the default, or shall promptly:

- 21 1. Complete the Contract in accordance with its terms and conditions, or
- 22 2. Obtain a bid or bids for completing the Contract, from qualified contractors acceptable to
23 the City, in accordance with the terms and conditions of the Contract, and upon
24 determination by Surety of the lowest responsible bidder, or, if the City elects, upon
25 determination by the City and the Surety jointly of the lowest responsible bidder, arrange
26 for a contract between such bidder and the City, and make available as Work progresses
27 (even though there should be a default or a succession of defaults under the contract or
28 contracts of completion arranged under this paragraph) sufficient funds to pay the cost of
29 completion of the Project, including such costs and damages for which the Surety may be
30 liable hereunder, less the balance of the Contract Sum, but not exceeding the amount set
31 forth in the first paragraph hereof. The term "balance of the Contract Sum," as used in this
32 paragraph shall mean the total amount payable by City to Contractor under the Contract
33 and any amendments thereto less the amount properly paid by City to Contractor.

34 This performance bond shall remain in full force and effect until completion of the Project and
35 acceptance by the City, for a minimum of two (2) years after acceptance.

36 Any suit under this bond must be instituted before the expiration of two (2) years from the date on
37 which that payment under the Contract falls due.

- 1 No right of action shall accrue on this bond to or for the use of any person or corporation other
2 than the City named herein or the heirs, executors, administrators or successors of the City.
- 3 In the event that the City is obliged to employ legal counsel to enforce its rights under this bond
4 through negotiations or suit, the City shall be entitled to recover all attorney's fees and costs,
5 including expert costs, reasonably incurred.
- 6 Signed and sealed this ____ day of _____, 20__.

(Witness)

(Principal)

(Title)

(Witness)

(Surety)

(Title)

7
8

1 [NOTE: Name of Contractor must be identical to the Bidder]

2 [NOTE: Date of Bond must not be prior to date of Contract]

3 **PAYMENT BOND**

4 We, **(CONTRACTOR)**, as the Contractor, and **(SURETY)**, as the Surety, jointly and severally,
5 bind ourselves, our heirs, executors, administrators, successors, and assigns, as set forth herein, to
6 the City of Lynnwood (the "City") for payment of the sum of **(AMOUNT)** dollars (**\$(AMOUNT)**)
7 in lawful money of the United States. The City has awarded the Contractor a contract ("Contract")
8 for the construction of **SCRIBER LAKE PARK BOARDWALK**. (the "Project").

9 The condition of this Bond is such that if Contractor shall promptly make payment to all Claimants
10 (as hereafter defined) for all labor, professional services, materials or equipment used or
11 reasonably required for use in the performance of the Contract, then this Bond shall be void;
12 otherwise it shall remain in full force and effect.

13 1. A Claimant is defined as one having a contract with the Contractor or a subcontractor for
14 labor, professional services, materials, or equipment, used or reasonably required or used
15 in the construction of the Project and the performance of the Contract (which shall be
16 construed to include that part of all electricity, water, gas, oil, gasoline, telephone or other
17 utility service or rental of equipment directly applicable to the Contract).

18 2. The Contractor and Surety hereby jointly and severally agree with the City that every
19 Claimant, who has not been paid in full before the expiration of a period of sixty (60) days
20 after the date on which the last of such Claimant's labor, professional services, materials
21 or equipment were furnished by such Claimant in connection with the Project, may sue on
22 this Bond for the use of such Claimant, prosecute the suit to final judgment for such sum
23 or sums as may be justly due such Claimant, and have execution thereon. The City shall
24 not be liable for the payment of any costs or expenses of any such suit.

25 3. No suit or action shall be commenced hereunder by any Claimant unless such Claimant
26 shall have given such notice and taken such other actions as may be required by State law.

27 4. The amount of this Bond shall be reduced by and to the extent of any payment or payments
28 made in good faith hereunder inclusive of the payment by Surety of mechanics' liens which
29 may be filed of record against the Project, whether or not claim for the amount of such lien
30 be presented under and against this Bond.

31 Signed and sealed this ____ day of _____, 20__.

(Witness)

(Principal)

(Title)

(Witness)

(Surety)

(Title)

1 **ATTENTION CONTRACTORS AND INSURANCE AGENTS**

2

3 **TIME IS OF THE ESSENCE**

4 CERTIFICATES OF INSURANCE MUST BE COMPLETED AS INDICATED ON THE ATTACHED SAMPLE.
5 INCOMPLETE OR ALTERED CERTIFICATES WILL BE RETURNED TO THE INSURANCE AGENT FOR
6 COMPLIANCE.

7 IF THE CITY DOES NOT RECEIVE A PROPERLY COMPLETED AND SIGNED CERTIFICATE OF
8 INSURANCE AND CG 2010 07 04 AND CG 2037 07 04 ADDITIONAL INSURED ENDORSEMENTS THE
9 FOLLOWING NON-EXHAUSTIVE LIST OF CONSEQUENCES MAY RESULT:

- 10 • THE CITY CANNOT SIGN THE CONSTRUCTION CONTRACT
11 • WORK CANNOT BEGIN
12 • BREACH OF CONTRACT
13 • UNINSURED EXPOSURE TO CONTRACTOR
14 • INSURANCE AGENT WILL HAVE TO DO IT OVER
15

16

17 **INSTRUCTIONS**

- 18 1. Fax the attached sample certificate of insurance and requirements along with the insurance
19 instructions, from the construction bid specifications, to your insurance agent for
20 completion.
21 2. Have your agent return the completed and signed certificate and additional insured
22 endorsement CG 2010 AND CG 2037 directly back to you so that you can return with your
23 signed contracts and mail directly to:

24 City of Lynnwood
25 Public Works Department
26 Attention: Construction Manager
27 19100 44th Avenue West
28 Lynnwood, WA 98036
29
30
31



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID:		
INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY				BUILDING	\$
	CAUSES OF LOSS	DEDUCTIBLES			PERSONAL PROPERTY	\$
	BASIC	BUILDING			BUSINESS INCOME	\$
	BROAD	CONTENTS			EXTRA EXPENSE	\$
	SPECIAL				RENTAL VALUE	\$
	EARTHQUAKE				BLANKET BUILDING	\$
	WIND				BLANKET PERS PROP	\$
	FLOOD				BLANKET BLDG & PP	\$
						\$
						\$
	INLAND MARINE	TYPE OF POLICY				\$
	CAUSES OF LOSS					\$
	NAMED PERILS	POLICY NUMBER				\$
						\$
	CRIME					\$
	TYPE OF POLICY					\$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 24 (2009/09)

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1 **CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF**
2 **STATUTORY RETAINED PERCENTAGE**
3

- 4 1. ☐ I hereby elect to have the retained percentage of this contract held in a fund by the
5 Contracting Agency until released in accordance with RCW 60.28 following final
6 acceptance of the Work.

7
8 Date _____ Signed _____
9

- 10
11 2. ☐ I hereby elect to have the retained percentage placed in an interest-bearing
12 account by the Contracting Agency with an approved financial institution until
13 released in accordance with RCW 60.28 following final acceptance of the Work.

14
15 I hereby designate _____ as the repository for the said funds.

16
17 Date _____ Signed _____
18

- 19
20 3. ☐ I hereby elect to have the retained percentage placed in escrow by the Contracting
21 Agency with a bank or trust company until released in accordance with RCW
22 60.28 following final acceptance of the Work. The Contracting Agency will
23 provide an escrow form for this purpose.

24
25 I hereby designate _____ as the repository for the escrow of
26 said funds.

27
28 I hereby further agree to be fully responsible for payment of all costs or fees
29 incurred as a result of placing said retained percentage in escrow and investing it
30 as authorized by statute, and I agree to assume all risks in connection with the
31 investment of retained percentages. The Contracting Agency shall not be liable in
32 any way for any costs or fees in connection therewith. This agreement is subject
33 to all applicable provisions of RCW Chapter 60.28.

34
35 Date _____ Signed _____
36

- 37 4. ☐ I hereby elect to provide a bond for contract retainage using a form acceptable to
38 the Contracting Agency from a surety licensed to conduct business in the state of
39 Washington and acceptable to the Contracting Agency. Such bond shall remain
40 in force until released in accordance with RCW 60.28 following final acceptance
41 of the Work.

42
43 Date _____ Signed _____
44

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SECTION 7
PREVAILING WAGE RATES

1 The State of Washington prevailing wage rates applicable for this public works project, which is
2 located in Snohomish County, may be found at the following website address of the Department
3 of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>
4

5 The effective date for prevailing wages for this project is the **bid submittal deadline** as it may
6 be amended. A copy of the applicable prevailing wage rates is also available for viewing at the
7 office of the Contracting Agency, located at 19100 44th Avenue W, Lynnwood, WA. Upon
8 request, the Contracting Agency will mail a hard copy of the applicable prevailing wages for this
9 project.
10

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SECTION 8
SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(*****)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2022 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. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

(May 1, 2013 Lynnwood GSP)

Revised General Special Provisions and project-specific Special Provisions are designated by "(*****)".

Also incorporated into the Contract Documents by reference are:

1. *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
2. *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
3. City of Lynnwood Standard Plans

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

DIVISION 1 - GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

This Contract provides for the improvement of ***trails and the parking lot within the City of Lynnwood's Scriber Lake Park all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications. The work includes but is not limited to removal of approximately 1652 lineal feet of existing mulch trail and treated wood trail edging, removal of one existing timber pedestrian bridge, modification of a portion of the floating dock, paving an existing gravel trail along the Park driveway, reconstructing the accessible parking stalls, overlaying the Park parking lot and driveway, constructing approximately 235 lineal feet of new asphalt trail, overlaying asphalt trail, construction of approximately 1,100 lineal feet of new elevated pile supported steel boardwalk with fiberglass decking, setting a new 55-foot pre-manufactured steel pedestrian bridge, installing new gangway ramps, resetting a portion of the floating dock, wetland mitigation planting, traffic control, temporary erosion and sediment control, other miscellaneous work, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications. Most of the work is located within the floodplain and buffer of a peat wetland with and is subject to soil saturation and varying water levels. ***

SECTION 1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(January 19, 2022 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.

1 **Physical Completion Date**

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

5 **Completion Date**

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

10 **Final Acceptance Date**

11 The date on which the Contracting Agency accepts the Work as complete.
12

13 Supplement this Section with the following:

14
15 All references in the Standard Specifications or WSDOT General Special Provisions, to the
16 terms "Department of Transportation", "Washington State Transportation Commission",
17 "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State
18 Treasurer" shall be revised to read "Contracting Agency".
19

20 All references to the terms "State" or "state" shall be revised to read "Contracting Agency"
21 unless the reference is to an administrative agency of the State of Washington, a State
22 statute or regulation, or the context reasonably indicates otherwise.
23

24 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
25 designated location".
26

27 All references to "final contract voucher certification" shall be interpreted to mean the
28 Contracting Agency form(s) by which final payment is authorized, and final completion and
29 acceptance granted.
30

31 **Additive**

32 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,
33 which may, at the discretion of the Contracting Agency, be awarded in addition to the base
34 bid.
35

36 **Alternate**

37 One of two or more units of work or groups of bid items, identified separately in the Bid
38 Proposal, from which the Contracting Agency may make a choice between different
39 methods or material of construction for performing the same work.
40

41 **Business Day**

42 A business day is any day from Monday through Friday except holidays as listed in Section
43 1-08.5.
44

45 **Contract Bond**

46 The definition in the Standard Specifications for "Contract Bond" applies to whatever bond
47 form(s) are required by the Contract Documents, which may be a combination of a Payment
48 Bond and a Performance Bond.
49

1 **Contract Documents**

2 See definition for "Contract".

4 **Contract Time**

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

8 **Notice of Award**

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

12 **Notice to Proceed**

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

17 **Traffic**

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

20 **END SECTION 1-01**

SECTION 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

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 in electronic format (PDF) only. Hard copies of the contract documents will not be provided by the City.

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

1-02.4(1) General

The first sentence of the seventh 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 \$\$ 5 \$\$ 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 15, 2022 Lynnwood GSP)

Delete this section and replace it with the following:

Bids for this project shall be submitted electronically using the OpenGov.com procurement program. In order to submit an electronic bid for this project, Bidders must create a FREE account with OpenGov.com by signing up at <https://procurement.opengov.com/signup>. Those with a current account may proceed to <https://procurement.opengov.com/portal/lynnwoodwa?status=all> and select the project for which they wish to submit a bid.

1 The Proposal Form will identify the project and its location and describe the work. It will also list
2 estimated quantities, units of measurement, the items of work, and the materials to be furnished
3 at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but
4 are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date;
5 and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name,
6 address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if
7 applicable; a State of Washington Contractor's Registration Number; and a Business License
8 Number, if applicable. Bids shall be completed by entering the appropriate data in the spaces on
9 the OpenGov.com electronic Proposal Form. The required certifications are included as part of
10 the Proposal Form.

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

14 **1-02.6 Alternative Bids**

15 Supplement this section with the following:

16 ***Cumulative Alternates Bidding***

17 The Bid Proposal for this Contract requires the Bidder to bid cumulative Alternates as part
18 of the bid. As such the Bidder is required to submit a Base Bid and a bid for each of the
19 Alternate(s).
20

21 **Bid Proposal**

22 The Bid Proposal includes the following:

23 1. Base Bid

24 The Base Bid shall include constructing all items included in the Proposal
25 except those items contained in the Alternate(s).
26
27

28 2. Alternate A1

29 Based on constructing (***) \$\$The north overlook as shown on the plans \$\$
30 (***)
31

32 The Bid items for Alternate A1 are as listed in the Bid Proposal Form.

33 **Bidding Procedures**

34 To be considered responsive the Bidder shall submit a price on each and every Bid
35 item included in the Base Bid and all Alternate(s).
36

37 The successful Bidder will be the Bidder submitting the lowest responsible Bid for the
38 highest order Preference that is within the amount of available funds for the project.
39 Available funds will be announced immediately prior to the opening of Bids. The
40 following are listed in order from highest to lowest Preference:

41 1. Preference 1: Lowest total for Base Bid.

42 2. Preference 2: Lowest total for Base Bid plus Alternate A1.
43
44

45 The Contracting Agency may, at their discretion, award a Contract for the Base Bid,
46 with or without any additional Alternates, in the event that all Bids exceed the available
47
48

funds announced. In any case, the award will be subject to the requirements of Section 1-03.

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

1-02.9 Delivery of Proposal

Delete this section and replace it with the following:

Each Proposal shall be submitted using the OpenGov.com electronic bidding system found under the appropriate project name at <https://procurement.opengov.com/portal/lynnwoodwa?status=all>. In order to submit an electronic bid for this project, if not already established, Bidders must create a FREE account with OpenGov.com by signing up at <https://procurement.opengov.com/signup>.

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" (DBE confirmations or GFE documentation) that is received after the time specified above, or received in a location other than that specified above.

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)

1 Delete this section, and replace it with the following:

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

- 4 1. The Bidder submits a written request signed by an authorized person and
5 physically delivers it to the place designated for receipt of Bid Proposals, and

6 The Contracting Agency receives the request before the time set for receipt of
7 Bid Proposals, and

8 The revised or supplemented Bid Proposal (if any) is received by the Contracting
9 Agency before the time set for receipt of Bid Proposals.

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

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

18 **1-02.13 Irregular Proposals**

19 *(December 30, 2022 APWA GSP)*

20 Delete this section and replace it with the following:

- 21 1. A Proposal will be considered irregular and will be rejected if:

- 22 a. The Bidder is not prequalified when so required;
- 23 b. The authorized Proposal form furnished by the Contracting Agency is not
24 used or is altered;
- 25 c. The completed Proposal form contains any unauthorized additions,
26 deletions, alternate Bids, or conditions;
- 27 d. The Bidder adds provisions reserving the right to reject or accept the
28 award, or enter into the Contract;
- 29 e. A price per unit cannot be determined from the Bid Proposal;
- 30 f. The Proposal form is not properly executed;
- 31 g. The Bidder fails to submit or properly complete a subcontractor list
32 (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
- 33 h. h. The Bidder fails to submit or properly complete a Disadvantaged
34 Business Enterprise Certification (WSDOT Form 272-056), if applicable,
35 as required in Section 1-02.6;
- 36 i. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031)
37 from each DBE firm listed on the Bidder's completed DBE Utilization
38 Certification that they are in agreement with the bidder's DBE
39 participation commitment, if applicable, as required in Section 1-02.6, or if
40 the written confirmation that is submitted fails to meet the requirements of
41 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 (WSDOT Form 272-054), 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 (WSDOT Form 272-058), 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).

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 of 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

1 in writing, with the reasons for its determination. If the Bidder disagrees with this determination,
2 it may appeal the determination within two (2) business days of the Contracting Agency's
3 determination by presenting its appeal and any additional information to the Contracting
4 Agency. The Contracting Agency will consider the appeal and any additional information before
5 issuing its final determination. If the final determination affirms that the Bidder is not responsible,
6 the Contracting Agency will not execute a contract with any other Bidder until at least two
7 business days after the Bidder determined to be not responsible has received the Contracting
8 Agency's final determination.

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

17 **1-02.15 Pre Award Information**

18 *(December 30, 2022 APWA GSP)*

19 Revise this section to read:

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

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

33 **END SECTION 1-02**

SECTION 1-03
AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(December 30, 2022 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.

1-03.3 Execution of Contract

(January 19, 2022 APWA GSP)

Revise this section to read:

Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

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 \$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, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. 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 \$10\$ additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

1 *(July 23, 2015 APWA GSP)*

2 Delete the first paragraph and replace it with the following:

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

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

33 **1-03.7 Judicial Review**

34 *(December 30, 2022 APWA GSP)*

35 Revise this section to read:

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

41 **END SECTION 1-03**

1 **SECTION 1-04**
2 **SCOPE OF THE WORK**

3 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
4 **Specifications, and Addenda**

5 *(December 30, 2022 APWA GSP)*

6 Revise the second paragraph to read:

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

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

16 **1-04.4(1) Unexpected Site Changes**

17 *(March 22, 2018, Lynnwood GSP)*

18 Section 1-04.4(1) is supplemented as follows:

19 Payments for changes amounting to ***\$25,000*** or less may be made under the Bid item
20 "Unexpected Site Changes". At the discretion of the Contracting Agency, this procedure for
21 Unexpected Site Changes may be used in lieu of the more formal procedure as outlined in
22 Section 1-04.4, Changes.

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

28 Payments will be determined in accordance with Section 1-09.6. For the purpose of providing a
29 common Proposal for all Bidders, the Contracting Agency has entered an amount for
30 "Unexpected Site Changes" in the Proposal to become a part of the total Bid by the Contractor.

31 **1-04.7 Differing Site Conditions (Changed Conditions)**

32 Section 1-04.7 is supplemented as follows:

33 **(*****)**

34 The project site is located in a large wetlands and stream complex and the water levels are
35 expected to vary between elevations 336.9 (Summer Low) and 339.5 (100-year flood). No claim
36 by the Contractor shall be allowed for changing water levels between these elevations.

37 Add the following new section:

38 **1-04.12 Staging Areas**

1 The plans indicate Construction Staging Area #1 in the parking lot which can be used for the
2 contractors staging.

3 The plans indicate the approximate limits of Construction Staging Area #2 in a clearing in the
4 park which can be used for the contractors staging. The final area will be staked by the City
5 prior to use and will contain an area of at least 7,500 sf for the contractors's use. If the
6 contractor chooses to use this area, it shall be provided with the fence and wattles indicated on
7 the plans and shall be be restored to a Lawn Area by Preparing, Seeding, Fertilizing, Mulching,
8 and Establishing the disturbed area. Fencing and wattles must be placed outside of the critical
9 root zone (CRZ) of all surrounding trees and will serve as tree protection. The CRZ is defined as
10 a distance from the tree trunk that is equal to one foot radius for every one inch of trunk
11 diameter measured at 4.5 feet above exisitng grade.

12 If Construction Staging Area #2 is used, access must be maintained from North as shown on
13 the plans. No separate payment will be made for the installation and removal of the fence and
14 wattles or the restoration of the staging area. These items will be considred incidental to the
15 Work of Erosion Control And Water Pollution Control.

16 The contractor may also use other areas in the park inside the clearing limits for its staging.

17 **END SECTION 1-04**

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(February 6, 2023 WSDOT GSP, Option 1)

The Contracting Agency has provided primary survey control in the Plans.

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 on the plans "DO NOT DISTURB" shall be protected throughout the length of the project or be replaced at the Contractor's expense.

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 by the Contractor shall include but not be limited to the following:

- ## Scriber Lake Park Boardwalk

- 1 11. Establish location and plumbness of column forms, and monitor column
- 2 plumbness during concrete placement.
- 3 12. Establish pier cap and crossbeam top and bottom elevations and centerline of
- 4 bearing.
- 5 13. Check pier cap and crossbeam top and bottom elevations and centerline of
- 6 bearing prior to and during concrete placement.
- 7 14. Establish grout pad locations and elevations.
- 8 15. Establish structure bearing locations and elevations, including locations of anchor
- 9 bolt assemblies.
- 10 16. Establish box girder bottom slab grades and locations.
- 11 17. Establish girder and/or web wall profiles and locations.
- 12 18. Establish diaphragm locations and centerline of bearing.
- 13 19. Establish roadway slab alignment, grades and provide dimensions from top of
- 14 girder to top of roadway slab. Set elevations for deck paving machine rails.
- 15 20. Establish traffic barrier and curb profile.
- 16 21. Profile all girders prior to the placement of any deadload or construction live load
- 17 that may affect the girder's profile.
- 18 22. Establish locations for marine structures including fixed and floating berthing
- 19 structures, vehicle and pedestrian foundations and spans, and marine-based
- 20 buildings.

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

23 The Contractor shall submit the computed elevations at the top of bridge decks as a Type 2
 24 Working Drawing. The elevations shall be computed at tenth points along the centerline of each
 25 girder web.

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

		Vertical	Horizontal
28	1. Stationing on structures		±0.02 feet
29	2. Alignment on structures		±0.02 feet
30	3. Superstructure elevations	±0.01 feet	
31		variation from	
32		plan elevation	
33	4. Substructure	±0.02 feet	
34		variation from	
35		Plan grades.	

36
 37 Buried structures shall be within the tolerances described in Section 6-20.3.

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

3 When staking the following items, the Contractor shall perform independent checks from
4 different secondary control to ensure that the points staked for these items are within the
5 specified survey accuracy tolerances:

6
7 Piles

8 Shafts

9 Footings

10 Columns

11
12 The Contractor shall calculate coordinates for the points associated with piles, shafts, footings
13 and columns. The Contracting Agency will verify these coordinates prior to issuing approval to
14 the Contractor for commencing with the survey work. The Contracting Agency will require up to
15 seven calendar days from the date the data is received to issuing approval.

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

19 **Payment**

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

21 "Structure Surveying", lump sum.

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

26 *(January 13, 2021 WSDOT GSP, Option 2)*

27 **Contractor Surveying - Roadway**

28 The Contracting Agency has provided primary survey control in the Plans.

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

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

39 Detailed survey records shall be maintained, including a description of the work performed on
40 each shift, the methods utilized, and the control points used. The record shall be adequate to

1 allow the survey to be reproduced. A copy of each day's record shall be provided to the
2 Engineer within three working days after the end of the shift.

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

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

- 7 1. Verify the primary horizontal and vertical control furnished by the Contracting
8 Agency, and expand into secondary control by adding stakes and hubs as well
9 as additional survey control needed for the project. Provide descriptions of
10 secondary control to the Contracting Agency. The description shall include
11 coordinates and elevations of all secondary control points.
- 12 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on
13 centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and
14 at points on the alignments spaced no further than 50 feet.
- 15 3. Establish clearing limits, placing stakes at all angle points and at intermediate
16 points not more than 50 feet apart. The clearing and grubbing limits shall be 5
17 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise
18 shown in the Plans.
- 19 4. Establish grading limits, placing slope stakes at centerline increments not more
20 than 50 feet apart. Establish offset reference to all slope stakes. If Global
21 Positioning Satellite (GPS) Machine Controls are used to provide grade control,
22 then slope stakes may be omitted at the discretion of the Contractor
- 23 5. Establish the horizontal and vertical location of all drainage features, placing
24 offset stakes to all drainage structures and to pipes at a horizontal interval not
25 greater than 25 feet.
- 26 6. Establish roadbed and surfacing elevations by placing stakes at the top of
27 subgrade and at the top of each course of surfacing. Subgrade and surfacing
28 stakes shall be set at horizontal intervals not greater than 50 feet in tangent
29 sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot
30 intervals in intersection radii with a radius less than 10 feet. Transversely, stakes
31 shall be placed at all locations where the roadway slope changes and at
32 additional points such that the transverse spacing of stakes is not more than 12
33 feet. If GPS Machine Controls are used to provide grade control, then roadbed
34 and surfacing stakes may be omitted at the discretion of the Contractor.
- 35 7. Establish intermediate elevation benchmarks as needed to check work
36 throughout the project.
- 37 8. Provide references for paving pins at 25-foot intervals or provide simultaneous
38 surveying to establish location and elevation of paving pins as they are being
39 placed.
- 40 9. For all other types of construction included in this provision, (including but not
41 limited to channelization and pavement marking, illumination and signals,
42 guardrails and barriers, and signing) provide staking and layout as necessary to
43 adequately locate, construct, and check the specific construction activity.
- 44 10. Contractor shall determine if changes are needed to the profiles or roadway
45 sections shown in the Contract Plans in order to achieve proper smoothness and

1 drainage where matching into existing features, such as a smooth transition from
2 new pavement to existing pavement. The Contractor shall submit these changes
3 to the Engineer for review and approval 10 days prior to the beginning of work.

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

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

	<u>Vertical</u>	<u>Horizontal</u>
7		
8		
9	Slope stakes	±0.10 feet
10	Subgrade grade stakes set	±0.10 feet
11	0.04 feet below grade	±0.01 feet
12		±0.5 feet
13		(parallel to alignment)
14		±0.1 feet
15		(normal to alignment)
16	Stationing on roadway	N/A
17	Alignment on roadway	±0.1 feet
18	Surfacing grade stakes	±0.04 feet
19		±0.5 feet
20		(parallel to alignment)
21		±0.1 feet
22		(normal to alignment)
23	Roadway paving pins for	
24	surfacing or paving	±0.01 feet
25		±0.2 feet
26		(parallel to alignment)
27		±0.1 feet
28		(normal to alignment)

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

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

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

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

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

44 **Payment**

45 Payment will be made 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.

1-05.8 Vacant

Section 1-05.8, including title, is replaced with the following:

1-05.8 Notification

(June 1, 2020, Lynnwood GSP)

The Contractor shall notify the Lynnwood Police Department, South County Fire and Rescue, and Resident Engineer in writing at least 48 hours prior to:

1. Implementation of any detours or lane closures;
 2. Commencing work on any water systems shut downs, inoperable fire hydrants;
- or

3. Shutdowns affecting traffic signals and pre-emption equipment.

Notice shall be provided to these departments so that they may reroute their emergency vehicles around or within the construction zone. If rerouting is not possible as determined by the South County Fire and Rescue and/or Lynnwood Police Department, the Contractor shall provide access through the construction zone at all times with no reduction in emergency service response times.

If affected, the Contractor shall notify the U. S. Postal Service, Edmonds School District #15, Edmonds College and Community Transit/Sound transit at least forty-eight (48) hours prior to traffic disruptions or route detours.

Affected residences and businesses shall be notified as follows:

1. Initial notification shall be provided to residents and businesses providing the Contractor's intended construction schedule and potential traffic delays or property access and/or service disruptions. This notification shall precede the work a minimum of seven (7) days. Wording of the initial notice shall be approved by the Contracting Agency prior to it being distributed.
11. Final notification shall be provided to residents and businesses providing the Contractor's exact construction schedule and nature of the disruption. This notification shall be provided a minimum of twenty-four (24) hours prior to the first day residents/businesses will be requested to clear vehicles from the construction area and/or any disruption to property access or services.

Work performed under this section shall be considered incidental to the contract.

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.

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

3 **1-05.11(2) Final Inspection and Physical Completion Date**

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

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

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

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

23 **1-05.11(3) Operational Testing**

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

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

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

44 Add the following new section:

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

1 *(March 8, 2013 APWA GSP)*

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

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

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

17 **1-05.13 Superintendents, Labor, and Equipment Of Contractor**

18 Replace the sixth and seventh paragraphs of this section with the following:

19 Upon request, the Contractor shall provide the City with a copy of the Contractor's signed Daily
20 Activity Log by the end of the next working day. All force account billings shall include a copy of
21 the Contractor's Daily Activity Log. Claims or protests based on daily activity without a
22 submission of the Daily Activity Log will be denied.

23 **1-05.14 Cooperation With Other Contractors**

24 *(March 13, 1995 WSDOT GSP, Option 1)*

25 Section 1-05.14 is supplemented with the following:

26 Other Contracts Or Other Work

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

29 *** WSDOT SR 524/Scriber Creek Fish Passage Project. ***

30 Add the following new sections:

31 **1-05.16 Water and Power**

32 *(October 1, 2005 APWA GSP)*

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

36 Add the following new section:

37 **1-05.18 Record Drawings**

38 *(March 8, 2013 APWA GSP)*

39 The Contractor shall maintain one set of full size plans for Record Drawings, updated with
40 clear and accurate red-lined field revisions on a daily basis, and within 2 business days after

1 receipt of information that a change in Work has occurred. The Contractor shall not conceal
2 any work until the required information is recorded.

3
4 This Record Drawing set shall be used for this purpose alone, shall be kept separate from
5 other Plan sheets, and shall be clearly marked as Record Drawings. These Record
6 Drawings shall be kept on site at the Contractor's field office, and shall be available for
7 review by the Contracting Agency at all times. The Contractor shall bring the Record
8 Drawings to each progress meeting for review.

9
10 The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a
11 single, experienced, and qualified individual. The quality of the Record Drawings, in terms
12 of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to
13 modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of
14 Record Drawings for the Contracting Agency without further investigative effort by the
15 Contracting Agency.

16
17 The Record Drawing markups shall document all changes in the Work, both concealed and
18 visible. Items that must be shown on the markups include but are not limited to:

- 19
20
 - Actual dimensions, arrangement, and materials used when different than shown in the
21 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
25 appurtenances, structures, conduits, light standards, vaults, width of roadways,
26 sidewalks, landscaping areas, building footprints, channelization and pavement
27 markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

28
29 If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting
30 Agency will provide the elevations at the tolerances the Contracting Agency requires for the
31 Record Drawings.

32
33 When the Contract calls for the Contractor to do the surveying/staking, the applicable
34 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

35
36 Making Entries on the Record Drawings:
37

- 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 \$ \$5,000\$)	Lump Sum
---	----------

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.

END SECTION 1-05

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1 b. Corrugating and rolling into culverts.

2 c. Shop fabrication.

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

7 **1-06.6 Recycled Materials**

8 (January 22, 2018, Lynnwood GSP)

9 Delete this section, including its subsections.

10 **END SECTION 1-06**

11

SECTION 1-07
LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

The following is added at the end of this section:

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.

Add the following new section:

1-07.1(6) Noise Control and Work Performed at Night

(October 5, 2021, Lynnwood GSP)

The contractor shall take all reasonable measures for the suppression of noise resulting from work operations between the hours of 10:00 PM and 7:00 AM on week days and, when permitted, 10:00 PM and 9:00 AM on weekends and legal holidays when working in, or adjacent to, Class A Environmental Designation for Noise Abatement (EDNA) areas as defined in Chapter 10.12, Lynnwood Municipal Code. Mobile engine-driven cranes, loaders and similar material handling equipment; engines used in stationary service for stand-by power; air compressors for high- and low-pressure service; and other similar equipment shall be equipped with exhaust and air intake silencers designated for use in critical noise problem areas.

In addition to the above requirements, as a measure to mitigate noise received on residential properties, the Contractor shall submit for approval by the Engineer, at or prior to the pre-construction meeting, the measures they propose to implement to reduce nighttime construction noise. Among these may be:

1. All dump trucks hauling granular material to and/or from the site to have truck beds lined with sound deadening material;
2. Compression brakes will not be used;

3. All backup warning devices to be broadband (white noise) or strobe types, or the Contractor may use a backup observer (cannot be a flagger) in lieu of backup warning devices as allowed by WAC 296-155-610;
4. Lighting equipment to be directed away from oncoming traffic and residences and will be shielded as deemed necessary by the Engineer. Lighting that diffuses the light, reduces the glare, and can be directionally controlled is encouraged.
5. When equipment selection options are available to the Contractor, the Contractor is encouraged to select newer, better maintained pieces of equipment with the more effective noise suppression devices installed.
6. Equipment such as generators, air compressors, and any other similar stationary machinery provided with approved noise mitigation shielding or portable blankets/aprons;
7. The operation of portable hand or power tools, blowers or machinery which results in unreasonably loud and disturbing noise to use approved mitigation shields and shall operate no closer than 500 feet from the receiving residential property;
8. Intermittently used equipment will not be left idling for more than five (5) minutes;
9. Pneumatic tools will have intake and exhaust mufflers, electrically driven tools are preferred;
10. To the greatest extent possible, impact work, such as pile driving, jack hammering, hoe rams, hoe compactors, sawcutting, etc., will not be conducted during nighttime hours from 10:00 PM to 7:00 AM on weekdays and 10:00 PM to 9:00 AM on weekends and legal holidays.

Work performed under this section shall be considered incidental to the contract.

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(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

Section 1-07.5 is supplemented with the following:

(September 20, 2010 WSDOT GSP, Option 1)

Environmental Commitments

The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the various documents referenced in the Special Provision Permits and Licenses. Throughout the work, the Contractor shall comply with the following requirements:

(April 1, 2019 WSDOT GSP, Option 1B)

The Contractor shall notify the Engineer a minimum of *** 15 *** calendar days prior to commencing any work in sensitive areas, mitigation areas, and wetland buffers. Installation of construction fencing is excluded from this notice requirement.

(***)**

The intentional bypass of stormwater from all or any portion of a stormwater treatment system is prohibited without the approval of the Engineer.

Motorized construction vehicles, including but not limited to excavators, backhoes, loaders, dump trucks, cranes, pick-up trucks, or skid steers may not operate at grade in wetlands.

(August 3, 2009 WSDOT GSP, Option 2)

Payment

All costs to comply with this special provision for the environmental commitments and requirements are incidental to the contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the contract.

1-07.6 Permits and Licenses

(January 2, 2018 WSDOT GSP, Option 1)

Section 1-07.6 is supplemented with the following:

The Contracting Agency has obtained the below-listed permit(s) for this project. Since no direct wetland fill is associated with the project, the U.S. Army Corps of Engineers determined on

December 12, 2022 that a Nationwide Permit according to the provisions of the Clean Water Act would not be required. However should inadvertent wetland fill occur, the contractor shall notify the engineer within 24 hours so contact with the Corps can be made. Copies of the permit(s) and the conditions for compliance with the no permit decision of the Corps are attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times.

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g. Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

*** National Environmental Policy Act (NEPA) Categorical Exclusion

WDFW Hydraulic Project Approval (HPA) (2023-4-387+02) ***

Add the following new section:

1-07.6(1) Local Permits and Licenses

(April 8, 2019, Lynnwood GSP)

The Contracting Agency has applied and paid for the following permits in conjunction with this project. The Contractor shall be responsible for picking up these permits at the Lynnwood Permit Center, 20816 44th Ave W, Suite 230. A Washington State Contractors license and City of Lynnwood Business License are required before local permits will be issued by City of Lynnwood.

*** Building (BLDC-034960-2023)

Critical Areas Permit (Approved on October 25, 2023, see Appendix)

Stormwater

Clearing (CLR-034904-2023)

State Environmental Policy Act (SEPA) (ERC-010037-2022)

It is the Contractor's responsibility to apply and pay for the following permits which have been identified as required for this project. The Contractor shall also be responsible to apply and pay for any other unidentified permits which may be required. All costs to obtain and comply with these permits shall be included in the applicable Bid items for the work involved.

*** City Hydrant Use

City Limited Discharge (Sanitary Sewer System)

City of Lynnwood Saturday Work Permit/Noise, Weekend, after hours permit ***

1-07.7 Load Limits

Section 1-07.7 is supplemented with the following

(March 13, 1995 WSDOT GSP, Option 6)

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

4 **1-07.9 Wages**

5 **1-07.9(1) General**

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

7 *(January 9, 2023 WSDOT GSP, Option 1)*

8 The Federal wage rates incorporated in this contract have been established by the Secretary of
9 Labor under United States Department of Labor General Decision No. WA20230001.

10 The State rates incorporated in this contract are applicable to all construction activities
11 associated with this contract.

12 **1-07.15 Temporary Water Pollution Prevention**

13 **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan**

14 *(November 7, 2022, Lynnwood GSP)*

15 The last sentence of the first paragraph of Section 1-07.15(1) is deleted and replaced with:

16 The Contractor shall use the City of Lynnwood SPCC Plan template, available on the City's
17 website at:

18 [https://www.lynnwoodwa.gov/files/assets/public/col-spill-prevention-control-and-](https://www.lynnwoodwa.gov/files/assets/public/col-spill-prevention-control-and-countermeasures-spcc-plan-template-city-and-capital-projects-only_july-2022-update.doc)
19 [countermeasures-spcc-plan-template-city-and-capital-projects-only_july-2022-update.doc](https://www.lynnwoodwa.gov/files/assets/public/col-spill-prevention-control-and-countermeasures-spcc-plan-template-city-and-capital-projects-only_july-2022-update.doc)

20 in lieu of the WSDOT template.

21 **1-07.16 Protection and Restoration of Property**

22 Section 1-07.16 is supplemented with the following:

23 The work under this section shall include protection of the existing benches, picnic tables, and
24 other site furnishings in the Park.

25 Vegetation and

26 **1-07.16(2) Vegetation Protection and Restoration**

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

28 Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1
29 foot radius for each inch of trunk diameter at breast height or as shown on the plans.

30 Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level
31 to twice the radius of the shrub or as shown on the plans.

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

34 **1-07.17 Utilities and Similar Facilities**

35 *(April 2, 2007 WSDOT GSP, Option 1)*

36 Section 1-07.17 is supplemented with the following:

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

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

*** City of Lynnwood (Development & Business Services)

Contact: Chris Wright

20816 44th Ave W, Suite 230

Lynnwood, WA 98036

Phone: (425) 670-5402

E-Mail: CWright@lynnwoodwa.gov

City of Lynnwood

Contact: Jared Bond (Public Works Utilities Manager)

20525 60th Ave W

Lynnwood, WA 98036

Phone: (425) 670-5207

E-Mail: Jbond@lynnwoodwa.gov

Snohomish PUD Contact: Doug O'Donnell

21014 63rd Ave W

Lynnwood, WA 98036

Phone: (425) 760-6697

E-Mail: DCO'Donnell@snopud.com

Comcast Cable

Phone: (800) 934-6489

Ziply Fiber

6710 108th Ave NE

Kirkland, WA 98033

Phone: (866) 699-4759

Puget Sound Energy Gas

Contact: Hong Nguyen

10885 NE 4th Street

Bellevue, WA 98004

Phone: (253) 395-6904

E-Mail: Hong.Nguyen@pse.com

Century Link/Lumen

Contact: Emily Starkel

23315 66th Ave S

Kent, WA 98032

Phone: (206) 733-5103

E-Mail: Emily.Starkel@lumen.com ***

1-07.18 Public Liability and Property Damage Insurance

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

1 **1-07.18 Insurance**

2 *(December 30, 2022 APWA GSP)*

3 **1-07.18(1) General Requirements**

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

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

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

4 \$\$ The Contracting Agency & its officers, elected officials, employees, agents, & volunteers.\$\$

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

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

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

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

18 The Contractor shall ensure that all subcontractors of every tier add all entities listed in
19 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that
20 section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10
21 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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

25 **1-07.18(4) Verification of Coverage**

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

32 Verification of coverage shall include:

- 33 1. An ACORD certificate or a form determined by the Contracting Agency to be
34 equivalent.
- 35 4. Copies of all endorsements naming Contracting Agency and all other entities
36 listed in 1-07.18(2) as additional insured(s), showing the policy number. The
37 Contractor may submit a copy of any blanket additional insured clause from its
38 policies instead of a separate endorsement.
- 39 5. Any other amendatory endorsements to show the coverage required herein.
- 40 6. A notation of coverage enhancements on the Certificate of Insurance shall not
41 satisfy these requirements – actual endorsements must be submitted.

42 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
43 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required

on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

\$2,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products & Completed Operations Aggregate

\$2,000,000 Personal & Advertising Injury each offence

\$2,000,000 Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

\$1,000,000

Combined single limit each accident

1-07.18(5)C Workers' Compensation

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

1-07.18(5)D Excess or Umbrella Liability

1 (January 4, 2016 APWA GSP)

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

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

8 This requirement may be satisfied instead through the Contractor's primary Commercial
9 General and Automobile Liability coverages, or any combination thereof that achieves the
10 overall required limits of insurance.

11 **1-07.18(5)J Pollution Liability**
12 (January 4, 2016 APWA GSP)

13
14 The Contractor shall provide a Contractors Pollution Liability policy, providing coverage for
15 claims involving bodily injury, property damage (including loss of use of tangible property that
16 has not been physically injured), cleanup costs, remediation, disposal or other handling of
17 pollutants, including costs and expenses incurred in the investigation, defense, or settlement of
18 claims, arising out of any one or more of the following:

- 19 1. Contractor's operations related to this project.
- 20 2. Remediation, abatement, repair, maintenance or other work with lead-based paint or
21 materials containing asbestos.
- 22 3. Transportation of hazardous materials away from any site related to this project.

23
24 All entities listed under 1-07.18(2) of these Special Provisions shall be named by endorsement
25 as additional insureds on the Contractors Pollution Liability insurance policy.

26
27 Such Pollution Liability policy shall provide the following minimum limits:

28 \$ \$ \$1,000,000 \$ \$ each loss and annual aggregate

29 **1-07.18(5)K Professional Liability**

30 (December 30, 2022 APWA GSP)

31 The Contractor and/or its subcontractor(s) and/or its design consultant providing construction
32 management, value engineering, or any other design-related non-construction professional
33 services shall provide evidence of Professional Liability insurance covering professional errors
34 and omissions.

35 Such policy shall provide the following minimum limits:

36 *** \$2,000,000 *** per claim and annual aggregate

37 If the scope of such design-related professional services includes work related to pollution
38 conditions, the Professional Liability insurance shall include coverage for Environmental
39 Professional Liability.

40 If insurance is on a claims-made form, its retroactive date, and that of all subsequent renewals,
41 shall be no later than the effective date of this Contract.

42 **END OF SECTION 1-07**

**SECTION 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.

(February 14, 2020, Lynnwood GSP)

Prior to the Preconstruction Conference, the Contractor shall prepare and submit to the Contracting Agency the following documents for approval:

1. Spill Prevention, Control & Countermeasures (SPCC) Plan Per Section 1-07.15(1);
2. Storm Water Pollution Prevention Plan (SWPPP) Per Section 8-01.3(1)A.

The Contractor will not be authorized to mobilize or begin on-site work until both the SWPPP and SPCC plan have been approved by the Contracting Agency.

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

1 than the normal working hours stated above, the request must be submitted in writing prior to
2 the preconstruction conference, subject to the provisions below. The working hours for the
3 Contract shall be established at or prior to the preconstruction conference.

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

6 If the Contractor wishes to deviate from the established working hours, the Contractor shall
7 submit a written request to the Engineer for consideration. This request shall state what hours
8 are being requested, and why. Requests shall be submitted for review no later than *** 3
9 business days *** prior to the day(s) the Contractor is requesting to change the hours.

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

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

29 **1-08.3 Progress Schedule**

30 **1-08.3(2) Progress Schedule Types**

31 **1-08.3(2)B Type B Progress Schedule**

32 Revise the first paragraph to read:

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

37 Revise the first sentence of the second paragraph to read:

38 The Contractor shall submit an electronic copy (in PDF format) of a Type B Progress Schedule
39 depicting the entire project no later than 21-calendar days after the preconstruction conference.

40 **1-08.3(2)D Weekly Look-Ahead Schedule**

41 (*****)

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

1 A 3-week look-ahead schedule is to be submitted at each weekly progress meetings. The look-
2 ahead schedule shall show the Works complete in the previous week and proposed Work
3 activities for the next 2 weeks.

4 **1-08.3(5) Payment**

5 (*****)

6 Section 1-08.3(5) is revised to read:

7 Payment will be made for the following Bid item when it is included in the Proposal: "Min Bid
8 Req – Type *** B *** Progress Schedule *** \$5,000 ***", lump sum.

9 The lump sum price shall be full pay for all costs for furnishing the Type *** B *** Progress
10 Schedule and preliminary Type *** B *** Progress Schedule.

11 Payment of 80 percent of the lump sum price will be made upon approval of the Progress
12 Schedule.

13 Payment will be increased to 100 percent of the lump sum price upon completion of 80 percent
14 of the original total Contract Award amount.

15 All costs for providing Type A Progress Schedules and Weekly Look-Ahead Schedules are
16 considered incidental to other items of Work in the Contract.

17 **1-08.4 Prosecution of Work**

18 Delete this section and replace it with the following:

19 **1-08.4 Notice to Proceed and Prosecution of Work**

20 *(July 23, 2015 APWA GSP)*

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

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

36 **1-08.5 Time for Completion**

37 *(March 13, 1995 WSDOT GSP, Option 7)*

38 Section 1-08.5 is supplemented with the following:

39 This project shall be physically completed within *** 212 *** working days.

1 (*****)

2 All works waterward of the ordinary high-water line (on the ground surface, over water work, and
3 subsurface works (floating dock removal, pedestrian bridge removal and installation, temporary
4 overwater crossing installation and removal, pre-manufactured aluminum gangway and landing
5 float installation) shall be completed and approved by the Engineer within the HPA fish window
6 from July 1 through September 30. Work landward of the ordinary high-water line may be
7 conducted year-round provided measures to prevent turbidity within the watercourse are
8 properly functioning. The contractor shall show the over & in water work on the schedule and
9 notify the engineer 5-days prior to any in or overwater work.

10
11 *(December 30, 2022 APWA GSP, Option B)*

12 Revise the third and fourth paragraphs to read:

13 Contract time shall begin on the first working day following the \$\$ tenth \$\$ calendar day after the
14 Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then
15 contract time shall begin on the first working day when onsite work begins.

16 Each working day shall be charged to the contract as it occurs, until the contract work is
17 physically complete. If substantial completion has been granted and all the authorized working
18 days have been used, charging of working days will cease. Each week the Engineer will provide
19 the Contractor a statement that shows the number of working days: (1) charged to the contract
20 the week before; (2) specified for the physical completion of the contract; and (3) remaining for
21 the physical completion of the contract. The statement will also show the nonworking days and
22 all partial or whole days the Engineer declares as unworkable. The statement will be identified
23 as a Written Determination by the Engineer. If the Contractor does not agree with the Written
24 Determination of working days, the Contractor shall pursue the protest procedures in
25 accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the
26 Contractor shall be deemed as having accepted the statement as correct. If the Contractor is
27 approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the
28 week in which a 4-10 shift is worked would ordinarily be charged as a working day, then the fifth
29 day of that week will be charged as a working day whether or not the Contractor works on that
30 day.

31
32 Revise the sixth paragraph to read:

33
34 The Engineer will give the Contractor written notice of the completion date of the contract
35 after all the Contractor's obligations under the contract have been performed by the
36 Contractor. The following events must occur before the Completion Date can be
37 established:

- 38 1. The physical work on the project must be complete; and
39 2. The Contractor must furnish all documentation required by the contract and required by law,
40 to allow the Contracting Agency to process final acceptance of the contract. The following
41 documents must be received by the Project Engineer prior to establishing a completion date:
- 42 a. Certified Payrolls (per Section 1-07.9(5)).
 - 43 b. Material Acceptance Certification Documents
 - 44 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the
 - 45 Contract Provisions.
 - 46 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

1-08.6 Suspension of Work

(January 2, 2018 WSDOT GSP, Option 2)

Section 1-08.6 is supplemented with the following:

Procurement Suspension

Contract time may be suspended for procurement of critical materials (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within 21 calendar days after execution by the Contracting Agency, place purchase orders for all materials deemed critical by the Contracting Agency for physical completion of the contract. The Contractor shall provide copies of purchase orders for the critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

The Contractor shall show procurement of the materials listed below as activities in the Progress Schedule. If the approved Progress Schedule indicates that the materials procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 21 calendar days, then contract time shall be suspended upon physical completion of all critical work except that work dependent upon the below listed critical materials:

(***)**

1. FRP Boardwalk deck
2. Piling
3. Steel Boardwalk Framing
4. Steel Pedestrian Bridge

(***)**

Charging of contract time will resume upon delivery of the critical materials to the Contractor or 120 calendar days after execution by the Contracting Agency, whichever occurs first.

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option A)

Replace Section 1-08.9 with the following:

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

1 Accordingly, the Contractor agrees:

- 2
- 3 1. To pay liquidated damages in the amount of *** \$\$ \$4,700 \$\$ *** for each
- 4 working day beyond the number of working days established for Physical
- 5 Completion, and
- 6 2. To authorize the Engineer to deduct these liquidated damages from any money
- 7 due or coming due to the Contractor.

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

17 Liquidated damages will not be assessed for any days for which an extension of time is granted.
18 No deduction or payment of liquidated damages will, in any degree, release the Contractor from
19 further obligations and liabilities to complete the entire Contract.

20 **END OF SECTION 1-08**

21

**SECTION 1-09
MEASUREMENT AND PAYMENT**

1-09.2 Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment

(December 30, 2022 APWA GSP, Option 2)

Revise item 4 of the fifth paragraph to read:

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

1-09.2(5) Measurement

(December 30, 2022 APWA GSP, Option 2)

Revise the first paragraph to read:

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

1-09.6 Force Account

(December 30, 2022 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 the Engineer.

1-09.7 Mobilization

(December 30, 2022 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 typically occurring 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. Portions 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. Costs incurred for 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.

1-09.8 Payment for Material on Hand

(August 3, 2009 WSDOT GSP)

The last paragraph of Section 1-09.8 is revised to read:

The Contracting Agency will not pay for material on hand when the invoice cost is less than \$2,000. As materials are used in the work, credits equaling the partial payments for them will be taken on future estimates. Each month, no later than the estimate due date, the Contractor shall submit a letter to the Project Engineer that clearly states: 1) the amount originally paid on the invoice (or other record of production cost) for the items on hand, 2) the dollar amount of the material incorporated into each of the various work items for the month, and 3) the amount that should be retained in material on hand items. If work is performed on the items and the Contractor does not submit a letter, all of the previous material on hand payment will be deducted on the estimate. Partial payment for materials on hand shall not constitute acceptance. Any material will be rejected if found to be faulty even if partial payment for it has been made.

1-09.9 Payments

(December 30, 2022 APWA GSP)

Section 1-09.9 is revised to read:

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.

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

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

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

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

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

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

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

27 Failure to perform obligations under the Contract by the Contractor may be decreed by the
28 Contracting Agency to be adequate reason for withholding any payments until compliance is
29 achieved.

30 Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the
31 Contractor under the Contract will be paid based upon the final estimate made by the Engineer
32 and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The
33 Contractor's signature on such voucher shall be deemed a release of all claims of the
34 Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-
35 09.11 and is expressly excepted from the Contractor's certification on the Final Contract
36 Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher
37 Certification constitutes the final acceptance date (Section 1-05.12).

38 If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher
39 Certification or any other documentation required for completion and final acceptance of the
40 Contract, the Contracting Agency reserves the right to establish a Completion Date (for the
41 purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract.
42 Unilateral final acceptance will occur only after the Contractor has been provided the
43 opportunity, by written request from the Engineer, to voluntarily submit such documents. If
44 voluntary compliance is not achieved, formal notification of the impending establishment of a

Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

(*****)

The following is added at the end of this section:

The Contractor shall sign electronically using the software provided by the Contracting Agency and return the Comparison of Quantities as indicated in this section. Within 21 days of execution, the Contractor shall submit a Type 1 Working Drawing designating who will sign the Comparison of Quantities, including their full name, email address, and text-message capable phone number. The designee shall be an authorized signer in accordance with Section 1-02.1.

1-09.9(1) Retainage

(June 27, 2011 WSDOT GSP, Option 1)

Section 1-09.9(1) including title is deleted and replaced with the following:

Vacant

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(December 30, 2022 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that all 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 all 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 all such claims or causes of action. It is further mutually agreed by the parties that when 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 all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13 Claims Resolution

1 **1-09.13(3)A Arbitration General**

2 *(January 19, 2022 APWA GSP)*

3 Revise the third paragraph to read:

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

11 **1-09.13(4) Venue for Litigation**

12 *(December 30, 2022 APWA GSP)*

13 Revise this section to read:

14 Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's
15 headquarters is located, provided that where claims are asserted against a county, RCW
16 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the
17 parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have
18 timely access to all records deemed necessary by the Contracting Agency to assist in
19 evaluating the claims or action.

20
21 **END SECTION 1-09**
22

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

3 **1-10.2(2) Traffic Control Plans**

4 *(April 1, 2016, Lynnwood GSP)*

5 The second paragraph of section 1-10.2(2) is supplemented with the following:

6 When the Contractor chooses to modify, supplement or replace a traffic control plan from the
7 Contract documents, the following information shall, as a minimum, be included on the
8 Contractor's submittal, where applicable:

9 Project name and contract number

10 Street names

11 Posted speed limit(s)

12 Intersecting street(s)

13 Address or address range on street if no intersecting street(s) is included

14 North arrow

15 Direction of vehicle, bike, and pedestrian flow

16 Traffic control device description and spacing

17 Taper, tangent, and buffer dimensions

18 Location of work zone

19 Sign size(s)

20 MUTCD alpha numeric sign designation

21 Sign color and retroreflectivity

22 Orientation of sign faces to traffic flow

23 Location(s) of flagger(s) and/or uniformed police officer(s)

24 Relevant existing lane channelization and features like c-curbing, medians, and bulb- outs

25 Presence/absence of bicycle lanes and/or sidewalks

26 Provisions for night work when it is proposed

27 **(*****)**

28 Contractor shall provide Traffic Control Plans for City's approval for pedestrian traffic control
29 needs and "Park Closed" signage in and around Scriber Lake Park. These works shall be paid
30 under the lump sum item of "Project Temporary Traffic Control".

31 **1-10.3(3)A Construction Signs**

32 Section 1-10.3(3)A is supplemented with the following:

33 The "Trail Closed Sign" and "Park Closed Sign" shall be per the Manual on Uniform Traffic
34 Control Devices sign R11-2 modified as per the plans. The signs shall be affixed to the 6' high
35 construction fencing at each location in such a manner as to be visible to the public. These
36 works shall be paid under the lump sum item of "Project Temporary Traffic Control".

37 **END OF DIVISION 1**

DIVISION 2 - EARTHWORK

SECTION 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.3(3) Vacant

Section 2-01.3(3), including title, is replaced with the following:

(*****)

2-01.3(3) Tree Removal

1. Remove all trees indicated by the drawings and specifications as requiring removal in a manner that will not damage adjacent trees or structures or compacts the soil.
2. Remove trees that are adjacent to trees or structures to remain, in sections, to limit the opportunity of damage to adjacent crowns, trunks, ground plane elements and structures.
3. Do not drop trees with a single cut unless the tree will fall in an area not included in the Tree and Plant Protection Area. No tree to be removed within 50 feet of the Tree and Plant Protection Area shall be pushed over or up-rooted using a piece of grading equipment.
4. Protect adjacent paving, soil, trees, shrubs, ground cover plantings and understory plants to remain from damage during all tree removal operations, and from construction operations. Protection shall include the root system, trunk, limbs, and crown from breakage or scarring, and the soil from compaction.
5. For trees to be removed including stump removal, remove stumps and immediate root plate from existing trees to be removed. Grind trunk bases and large buttress roots to a depth of the largest buttress root or at least 18 inches below the topmost roots whichever is less and over the area of three times the diameter of the trunk (DBH).
 - a. For trees where the stump will fall under new paved areas, grind roots to a total depth of 18 inches below the existing grade. If the sides of the stump hole still have greater than 20% wood visible, continue grinding operation deeper and or wider until the resulting hole has less than 20% wood. Remove all wood chips produced by the grinding operation and back fill in 8-inch layers with controlled fill of a quality acceptable to the site engineer for fill material under structures, compacted to 95% of the maximum dry density standard proctor. The Owner's Representative shall approve each hole at the end of the grinding operation.
 - b. For all other trees to be removed including stump removal and not located where paving is to be installed, remove all woodchips and backfill stump holes with Topsoil Type A, in maximum lifts of 12 inches and compact to 80 - 85% of the maximum dry density standard proctor.

- 1 6. For trees to be removed without stump removal, trees shall be removed so that
2 the remaining trunk height is equal to or less than the distance to the adjacent
3 trail or boardwalk..
4 7. Tree trunks and root balls shall be chipped and retained to be used as mulch on-
5 site. Contractor shall coordinate woodchip mulch stockpile area with the City.

6 **2-01.3(3)A Tree Pruning**

- 7 1. Tree branches that interfere with the construction shall be tied back or pruned to
8 clear only to the point necessary to complete the work. Other branches shall only
9 be removed when specifically indicated by the Owner's Representative. Tying
10 back or trimming of all branches and the cutting of roots shall be in accordance
11 with accepted arboricultural practices (ANSI A300, part 8) and be performed
12 under supervision of the arborist.
13 2. All pruning shall be done in accordance with ANSI A300 (part 1), ISA BMP Tree
14 Pruning (latest edition, and the "Structural Pruning: A Guide for the Green
15 Industry", Edward Gilman, Brian Kempf, Nelda Matheny, and Jim Clark, 2013
16 Urban Tree Foundation, Visalia CA.
17 3. Perform other pruning tasks as indicated on the drawings or requested by the
18 Owner's Representative.
19 4. When specific tree disease vectors have been identified by the project arborist,
20 sterilize all pruning tools between the work on separate individual trees.

21 **2-01.3(3)B Temporary Tree Root Protection**

22 Prior to the beginning of any work, the contractor shall protect the roots of trees by
23 installing Arborist Wood Chip Mulch and Ground Protection Mats in areas and depths as
24 shown on plans and details. Ground mats shall be heavy duty designed for vehicle
25 loading over tree roots. Alternamats as manufactured by Alternamats or approved equal.

26 Temporary Tree Root Protection must remain in place during the construction of the
27 boardwalk and can be removed simultaneously and in conjunction with the installation of
28 the Southern Trail Overlay and Southern Trail Replacement.

29 **2-01.4 Measurement**

30 Section 2-01.4 is supplemented with the following:

31 **(*****)**

32 "Tree Removal Including Stump Removal" shall be measured per each.

33 "Tree Removal without Stump Removal" shall be measured per each.

34 "Tree Pruning" shall be measured per lump sum

35 "Temporary Tree Root Protection" shall be measured per square foot

36 **2-01.5 Payment**

37 Section 2-01.5 is supplemented with the following:

1 (*****)
2
3 “Tree Removal Including Stump Removal”, per each.
4 The unit Contract price per each for “Tree Removal” shall include all work
5 necessary to remove, chip, stockpile woodchip mulch onsite, backfill
6 stump grinding hole with Topsoil Type A, and applying arborist wood chip
7 at 3” depth over disturbed area.
8
9 “Tree Removal without Stump Removal”, per each.
10 The unit Contract price per each for “Tree Removal” shall include all work
11 necessary to remove, chip, and stockpile woodchip mulch onsite.
12
13 “Tree Pruning”, lump sum.
14 The unit Contract price per lump sum for “Tree Pruning”, shall include all
15 work necessary to prune and tie back all limbs and branches minimally
16 necessary to provide construction equipment access.
17
18 “Temporary Tree Root Protection”, square foot.
19 The unit Contract price per square foot for “Tree Root Protection”, shall
20 include all work and materials required to provide and install Wood Chip
21 Mulch and Ground Protection Mats as shown on plans and details.

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

3 **2-02.1 Description**

4 Section 2-02.1 is supplemented with the following:

5 **(*****)**

6 This work shall consist of removing all materials noted in this section of the Special
7 Provisions as well as any other materials designated for removal on the Plans or
8 necessary for the construction of this project for which a specific Bid item is not provided
9 in the Proposal.

10 Other works shall also include removing of timber trail curbing, timber pedestrian bridge,
11 sections of the floating dock not being re-used.

12 **2-02.3 Construction Requirements**

13 Section 2-02.3 is supplemented with the following:

14 **(*****)**

15 The Contractor shall remove and/or abandon all facilities as shown on the Contract
16 Drawings and as necessary to complete the work. The Contractor shall field-verify the
17 location of utilities prior to any excavation. Contractor is advised that the Contract
18 Drawings may not show all underground utilities and structures in the areas of
19 construction and that location, depth and condition of utilities and structures may not be
20 as shown or implied. Prior to any excavation in any area of construction, Contractor shall
21 exercise due diligence and take all necessary measures to verify the location, depth and
22 conditions of existing underground utilities and structures. The Contractor shall review
23 the Record Plans, as well as discuss his investigation efforts and findings with the utility
24 owner and Engineer. In addition, Contractor shall make reasonable efforts to verify the
25 presence, or absence, and location of utilities and structures as deemed necessary or
26 prudent by potholing and other physical investigative measures necessary in advance of
27 the actual construction work.

28 Some obstructions may not be shown. The removal and replacement of minor
29 obstructions shall be anticipated and accomplished. Major obstructions encountered that
30 are not shown on the Contract Drawings, or could not have been foreseen by visual
31 inspection of the site prior to bidding, shall immediately be brought to the attention of the
32 Engineer in writing. The Engineer will make a determination for proceeding with the
33 work. If the Engineer finds that the obstruction adversely affects the Contractor's costs or
34 schedule for completion, a proper adjustment to the Contract will be made in accordance
35 with Section 1-04.4 as amended in the Special Provisions.

36 Salvageable material shall become the property of the utility owner, unless otherwise
37 noted on the Contract Drawings. Such material shall be handled carefully to prevent
38 damage and shall be relocated or removed from the project site as directed by the
39 Engineer and/or utility owner. Waste material shall be disposed of in accordance with
40 Section 2-01.2.

41 **Mulch Trail Removal**

42 Where Mulch Trail Removal is called for on the plans the contractor shall remove the
43 existing timber curbing, the mulch trail material that is above the surrounding grade and

between the timber curbs and any geotextile fabric within 6 inches of the ground surface. Mulch trail removal also includes the existing overlook areas where timber curbs are present.

Existing Floating Dock Protection & Removal

The Contractor shall protect the floating dock elements that are to be reinstalled in place. The Contractor shall protect, remove, coordinate with the City, and deliver sections that are not to be re-used to a location within the City limits of Lynnwood provided by the City.

Any Dock elements shall be protected in place by maintaining existing anchoring of the dock and protecting the existing floating dock from damage during the Work including any detachment, movement, and re-installation. The original installation plans are included in the appendix for reference. The work on the floating dock over and in the water shall occur during the HPA fish window.

Pedestrian Bridge Removal

The Contractor shall protect, remove, coordinate with the City, and deliver the intact existing pedestrian bridge to a location within the City limits of Lynnwood provided by the City. The work of removing the existing pedestrian bridge and working over the water shall occur during the HPA fish window.

(*****)

2-02.3(6) Saw-Cutting

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 pipe and utility trenches and sides of manhole replacement pits. The location of saw-cuts shall be along the limits of excavation. Pavement shall be saw-cut prior to excavation work. Saw-cuts shall produce a clean vertical edge.

Saw-cutting 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.

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

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

24 **2-02.4 Vacant**

25 Section 2-02.4, including title, is replaced with the following:

26 **(*****)**

27 **2-02.4 Measurement**

28 "Saw-Cutting Asphalt Concrete Pavement" will be measured by the length of the
29 pavement cut as measured at the surface of the pavement in feet, multiplied by the
30 depth of pavement in inches. Any interim cuts will be considered incidental to the work
31 and included in the per inch-foot price for the final cut.

32 "Removal of Structures and Obstructions" will be measured by the lump sum.

33 "Mulch Trail Removal" shall be measured by the lineal feet of trail (consisting of two
34 timber curbs and mulch infill) removed.

35 "Removing Asphalt Conc. Pavement" will be measured by the square yard, regardless of
36 depth or location.

37 "Existing Floating Dock Protection & Removal" will be measured by the lump sum.

38 "Pedestrian Bridge Removal" will be measured by the lump sum.

39 **2-02.5 Payment**

40 Section 2-02.5 is supplemented with the following items:

1 (*****)

2 "Saw-Cutting Asphalt Concrete Pavement", per in-ft.

3 The Contract price per in-ft for "Saw-Cutting Asphalt Concrete Pavement"
4 shall include all labor, equipment, and materials required to perform the
5 specified Work including, but not limited to cutting the full depth of the
6 pavement and the collection, removal, and disposal of the slurry.

7 "Removal of Structures and Obstructions", lump sum.

8 The costs associated with the removal and disposal of all items called for
9 on the plans to be removed without a specific bid item shall be included in
10 the lump sum bid price for "Removal of Structure and Obstructions",
11 including (but not limited to):

12 A. Parts of the floating dock not being re-used.

13 B. Bollards

14 C. Existing culverts (up to 50 Lineal Feet)

15 D. Wood Handrails

16 E. Trash Enclosure (foundation, slab base & enclosure structure).

17 F. Timber curb in parking lot / driveway.

18 G. Trench drain and associated pipe

19 The Contract price per lump sum for "Removal of Structures and
20 Obstructions" shall include all labor, equipment, and materials required to
21 perform the specified Work including, but not limited to excavating,
22 removing, loading, placing, hauling, and disposing, excluding saw-cutting,
23 related to demolition and removal of cementitious and asphalt concrete
24 pavement, sidewalks, curbs and gutters, pipes, and other utilities
25 identified for removal in the Contract Drawings.

26 "Mulch Trail Removal", per lineal foot.

27 The unit bid price for "Mulch Trail Removal" will be full compensation for
28 the costs of all labor, tools, equipment, and materials necessary or
29 incidental to remove, haul, and dispose of all removed materials.

30 "Removing Asphalt Conc. Pavement", per square yard.

31 The unit bid price for "Removing Asphalt Conc. Pavement", will be full
32 compensation for the costs of all labor, tools, equipment, and materials
33 necessary or incidental to remove, haul, and dispose of all removed
34 materials.

35 "Existing Floating Dock Protection & Removal", per lump sum.

36 The unit bid price for "Existing Floating Dock Protection & Removal", will
37 be full compensation for the costs of all labor, tools, equipment, and
38 materials necessary or incidental to protect the existing floating dock
39 elements in place that are to be re-installed and to protect, remove, and
40 deliver sections that are not to be re-used to the City to a location within
41 the City of Lynnwood.

42 "Pedestrian Bridge Removal", per lump sum.

1
2
3
4

5

6

The unit bid price for “Pedestrian Bridge Removal”, will be full compensation for the costs of all labor, tools, equipment, and materials necessary or incidental to protect, remove, and deliver the pedestrian bridge intact to the City.

END OF SECTION 2-02

**SECTION 2-04
HAUL**

2-04.4 Measurement

Section 2-04.4 is revised to read:

(*****)

No specific unit of measurement shall apply. All costs involved for haul shall be incidental to and included in the various bid items.

2-04.5 Payment

Section 2-04.5 is deleted in its entirety.

(*****)

END OF SECTION 2-04

END DIVISION 2

DIVISION 5 - SURFACE TREATMENTS AND PAVEMENTS

SECTION 5-04 HOT MIX ASPHALT

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.

(May 15, 2020 Lynnwood GSP)

5-04.2 Materials

Revise fourth paragraph to read:

The Contractor may use up to 20 percent RAP by total weight of HMA. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

(July 18, 2018 APWA GSP)

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)

1		(As noted in 5-04.3(5)C for crack
2		sealing)
3	Joint Sealant	9-04.2
4	Foam Backer Rod	9-04.2(3)A

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

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

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

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

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

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

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

29 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

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

32 **5-04.2(1)A Vacant**

33 **5-04.2(2) Mix Design – Obtaining Project Approval**

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

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

37 **Commercial** evaluation will be used for Commercial HMA and for other classes of HMA
 38 in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails,
 39 gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted
 40 by commercial evaluation shall be as approved by the Project Engineer. Sampling and
 41 testing of HMA accepted by commercial evaluation will be at the option of the Project
 42 Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will
 43 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)	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

1 ensure proper and continuous circulation during the operating period. A valve
2 for the purpose of sampling the asphalt binder shall be placed in either the
3 storage tank or in the supply line to the mixer.

- 4 2. **Thermometric Equipment** – An armored thermometer, capable of detecting
5 temperature ranges expected in the HMA mix, shall be fixed in the asphalt
6 binder feed line at a location near the charging valve at the mixer unit. The
7 thermometer location shall be convenient and safe for access by Inspectors.
8 The plant shall also be equipped with an approved dial-scale thermometer, a
9 mercury actuated thermometer, an electric pyrometer, or another approved
10 thermometric instrument placed at the discharge chute of the drier to
11 automatically register or indicate the temperature of the heated aggregates.
12 This device shall be in full view of the plant operator.
- 13 3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not
14 exceed the maximum recommended by the asphalt binder manufacturer nor
15 shall it be below the minimum temperature required to maintain the asphalt
16 binder in a homogeneous state. The asphalt binder shall be heated in a
17 manner that will avoid local variations in heating. The heating method shall
18 provide a continuous supply of asphalt binder to the mixer at a uniform
19 average temperature with no individual variations exceeding 25°F. Also,
20 when a WMA additive is included in the asphalt binder, the temperature of the
21 asphalt binder shall not exceed the maximum recommended by the
22 manufacturer of the WMA additive.
- 23 4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be
24 equipped with a mechanical sampler for the sampling of the mineral
25 materials. The mechanical sampler shall meet the requirements of Section 1-
26 05.6 for the crushing and screening operation. The Contractor shall provide
27 for the setup and operation of the field testing facilities of the Contracting
28 Agency as provided for in Section 3-01.2(2).
- 29 5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of
30 the following methods:
- 31 A. A mechanical sampling device attached to the HMA plant.
- 32 B. Platforms or devices to enable sampling from the hauling vehicle without entering the
33 hauling vehicle.

34 **5-04.3(3)B Hauling Equipment**

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

41 The contractor shall provide an environmentally benign means to prevent the HMA
42 mixture from adhering to the hauling equipment. Excess release agent shall be drained
43 prior to filling hauling equipment with HMA. Petroleum derivatives or other coating
44 material that contaminate or alter the characteristics of the HMA shall not be used. For
45 live bed trucks, the conveyer shall be in operation during the process of applying the
46 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 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.

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.

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

1 compacted thoroughly. Prior to the application of tack coat, or paving, the condition of
2 the surface shall be approved by the Engineer.

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

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

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

21 **5-04.3(4)A Crack Sealing**

22 **5-04.3(4)A1 General**

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

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

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

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

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

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

1. Cracks ¼ 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:

- A. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
- B. 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"

1	wearing course	0.30 feet
2	other courses	0.35 feet
3	HMA Class $\frac{3}{8}$ "	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

- 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 (V_a) (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, V_a . 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 sublot 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 sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot 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:

3. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
4. 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
5. 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 on 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:

1. 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 ¼ 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 planing 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.

1 A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide
2 a minimum of 4 inches of curb reveal after placement and compaction of the final
3 wearing course. The dimensions of the wedge must be as shown on the Drawings or as
4 specified by the Engineer.

5 A tapered wedge cut must also be made at transitions to adjoining pavement surfaces
6 (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line
7 with vertical faces 2 inches or more in height, producing a smooth transition to the
8 existing adjoining pavement.

9 After planing is complete, planed surfaces must be swept, cleaned, and if required by
10 the Contract, patched and preleveled.

11 The Engineer may direct additional depth planing. Before performing this additional
12 depth planing, the Contractor must conduct a hidden metal in pavement detection survey
13 as specified in Section 5-04.3(14)A.

14 **5-04.3(14)A Pre-Planing Metal Detection Check**

15 Before starting planing of pavements, and before any additional depth planing required
16 by the Engineer, the Contractor must conduct a physical survey of existing pavement to
17 be planed with equipment that can identify hidden metal objects.

18 Should such metal be identified, promptly notify the Engineer.

19 See Section 1-07.16(1) regarding the protection of survey monumentation that may be
20 hidden in pavement.

21 The Contractor is solely responsible for any damage to equipment resulting from the
22 Contractor's failure to conduct a pre-planing metal detection survey, or from the
23 Contractor's failure to notify the Engineer of any hidden metal that is detected.

24 **5-04.3(14)B Paving and Planing Under Traffic**

25 **5-04.3(14)B1 General**

26 In addition the requirements of Section 1-07.23 and the traffic controls required in
27 Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the
28 Contractor must comply with the following:

29 1. Intersections:

- 30 a. Keep intersections open to traffic at all times, except when paving or
31 planing operations through an intersection requires closure. Such closure
32 must be kept to the minimum time required to place and compact the
33 HMA mixture, or plane as appropriate. For paving, schedule such closure
34 to individual lanes or portions thereof that allows the traffic volumes and
35 schedule of traffic volumes required in the approved traffic control plan.
36 Schedule work so that adjacent intersections are not impacted at the
37 same time and comply with the traffic control restrictions required by the
38 Traffic Engineer. Each individual intersection closure or partial closure,
39 must be addressed in the traffic control plan, which must be submitted to
40 and accepted by the Engineer, see Section 1-10.2(2).
- 41 b. When planing or paving and related construction must occur in an
42 intersection, consider scheduling and sequencing such work into quarters
43 of the intersection, or half or more of an intersection with side street

1 detours. Be prepared to sequence the work to individual lanes or portions
2 thereof.

3 c. Should closure of the intersection in its entirety be necessary, and no
4 trolley service is impacted, keep such closure to the minimum time
5 required to place and compact the HMA mixture, plane, remove asphalt,
6 tack coat, and as needed.

7 d. Any work in an intersection requires advance warning in both signage and
8 a number of Working Days advance notice as determined by the
9 Engineer, to alert traffic and emergency services of the intersection
10 closure or partial closure.

11 e. Allow new compacted HMA asphalt to cool to ambient temperature before
12 any traffic is allowed on it. Traffic is not allowed on newly placed asphalt
13 until approval has been obtained from the Engineer.

14 2. Temporary centerline marking, post-paving temporary marking, temporary stop
15 bars, and maintaining temporary pavement marking must comply with Section 8-
16 23.

17 3. Permanent pavement marking must comply with Section 8-22.

18 **5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**

19 The Contractor must submit a separate planing plan and a separate paving plan to the
20 Engineer at least 5 Working Days in advance of each operation's activity start date.
21 These plans must show how the moving operation and traffic control are coordinated, as
22 they will be discussed at the pre-planing briefing and pre-paving briefing. When
23 requested by the Engineer, the Contractor must provide each operation's traffic control
24 plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of
25 operation and sufficient detail of traffic beyond the area of operation where detour traffic
26 may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be
27 changed if the Engineer agrees sufficient detail is shown.

28 The planing operation and the paving operation include, but are not limited to, metal
29 detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying,
30 staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at
31 the briefing.

32 When intersections will be partially or totally blocked, provide adequately sized and
33 noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in
34 advance. The traffic control plan must show where police officers will be stationed when
35 signalization is or may be, countermanded, and show areas where flaggers are
36 proposed.

37 At a minimum, the planing and the paving plan must include:

38 1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each
39 day's traffic control as it relates to the specific requirements of that day's planing
40 and paving. Briefly describe the sequencing of traffic control consistent with the
41 proposed planing and paving sequence, and scheduling of placement of
42 temporary pavement markings and channelizing devices after each day's
43 planing, and paving.

44 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

HMA CI. ____ PG ____, HMA for ____ CI. ____ PG ____, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Preparation of untreated roadway will be measured by the mile once along the centerline of the main line Roadway. No additional measurement will be made for ramps, Auxiliary Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest 0.01 mile.

Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.

Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton, whichever is designated in the Proposal.

Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

Longitudinal joint seals between the HMA and cement concrete pavement will be measured by the linear foot along the line and slope of the completed joint seal.

Planing bituminous pavement will be measured by the square yard.

Temporary pavement marking will be measured by the linear foot as provided in Section 8-23.4.

Water will be measured by the M gallon as provided in Section 2-07.4.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

"HMA Cl. ____ PG ____", per ton.

"HMA for Approach Cl. ____ PG ____", per ton.

"HMA for Preleveling Cl. ____ PG ____", per ton.

"HMA for Pavement Repair Cl. ____ PG ____", per ton.

"Commercial HMA", per ton.

The unit Contract price per ton for "HMA Cl. ____ PG ____", "HMA for Approach Cl. ____ PG ____", "HMA for Preleveling Cl. ____ PG ____", "HMA for Pavement Repair Cl. ____ PG ____", and "Commercial HMA" 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.

"Preparation of Untreated Roadway", per mile.

The unit Contract price per mile for "Preparation of Untreated Roadway" shall be full pay for all Work described under 5-04.3(4) , with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for "HMA Cl. ____ PG ____" which was used for patching. If the Proposal does not include a Bid item for "Preparation of Untreated Roadway", the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

1 "Preparation of Existing Paved Surfaces", per mile.

2 The unit Contract Price for "Preparation of Existing Paved Surfaces" shall be full pay for
3 all Work described under Section 5-04.3(4) with the exception, however, that all costs
4 involved in patching the Roadway prior to placement of HMA shall be included in the unit
5 Contract price per ton for "HMA Cl. ____ PG ____" which was used for patching. If the
6 Proposal does not include a Bid item for "Preparation of Untreated Roadway", the
7 Roadway shall be prepared as specified, but the Work shall be included in the Contract
8 prices of the other items of Work.

9 "Crack Sealing", by force account.

10 "Crack Sealing" will be paid for by force account as specified in Section 1-09.6. For the
11 purpose of providing a common Proposal for all Bidders, the Contracting Agency has
12 entered an amount in the Proposal to become a part of the total Bid by the Contractor.

13 "Pavement Repair Excavation Incl. Haul", per square yard.

14 The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul"
15 shall be full payment for all costs incurred to perform the Work described in Section 5-
16 04.3(4) with the exception, however, that all costs involved in the placement of HMA
17 shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. ____
18 PG ____", per ton.

19 "Asphalt for Prime Coat", per ton.

20 The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all
21 costs incurred to obtain, provide and install the material in accordance with Section 5-
22 04.3(4).

23 "Prime Coat Agg.", per cubic yard, or per ton.

24 The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay
25 for furnishing, loading, and hauling aggregate to the place of deposit and spreading the
26 aggregate in the quantities required by the Engineer.

27 "Asphalt for Fog Seal", per ton.

28 Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.

29 "Longitudinal Joint Seal", per linear foot.

30 The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment
31 for all costs incurred to perform the Work described in Section 5-04.3(12).

32 "Planing Bituminous Pavement", per square yard.

33 The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full
34 payment for all costs incurred to perform the Work described in Section 5-04.3(14).

35 "Temporary Pavement Marking", per linear foot.

36 Payment for "Temporary Pavement Marking" is described in Section 8-23.5.

37 "Water", per M gallon.

38 Payment for "Water" is described in Section 2-07.5.

39 "Job Mix Compliance Price Adjustment", by calculation.

40 "Job Mix Compliance Price Adjustment" will be calculated and paid for as described in
41 Section 5-04.3(9)C6.

1 "Compaction Price Adjustment", by calculation.

2 "Compaction Price Adjustment" will be calculated and paid for as described in Section 5-
3 04..3(10)D3.

4 "Roadway Core", per each.

5 The Contractor's costs for all other Work associated with the coring (e.g., traffic control)
6 shall be incidental and included within the unit Bid price per each and no additional
7 payments will be made.

8 "Cyclic Density Price Adjustment", by calculation.

9 "Cyclic Density Price Adjustment" will be calculated and paid for as described in Section
10 5-04.3(10)B.

11 **END OF SECTION 5-04**

12 **END DIVISION 5**

DIVISION 6 - STRUCTURES

SECTION 6-01 GENERAL REQUIREMENTS FOR STRUCTURES

Section 6-01.5 is re-titled and supplemented with the following:

(*****)

6-01.5 Temporary Conditions

The Contractor shall be responsible for all means and methods for the construction of the structure. The pile supported boardwalk structure has been designed to accommodate the construction loads listed below:

Timber lagging dead load of 55 psf

Construction Live Load of 75 psf

The Contractor shall prepare and submit Type 3E Working Drawings in accordance with Section 6-03.3(7)A verifying that the structure shown in the Contract Documents is adequate to support the construction loads including but not limited to material storage, equipment, and environmental loads. The Structural Permit Calculations supporting the design are included in the appendix for reference only.

6-01.5(1) Temporary Bridge

The Contractor shall design, furnish, erect, maintain, and remove a temporary bridge in the same location as the pre-manufactured steel pedestrian bridge. This temporary bridge shall be supported by the same driven piles that will carry the permanent pedestrian bridge using a bearing system designed by the contractor and conforming to the loading conditions below:

Allowable ASD Axial Load = 21 tons

Allowable ASD Lateral Load = 500 lbs

Allowable Eccentricity = 2' – 0" from pile centerline

Geometric Requirements

The temporary bridge shall span the full length between the pile groups that support the permanent pedestrian bridge. The temporary bridge superstructure, excluding the bearing system at the permanent piles, shall have a minimum elevation of 1'-0" above the 100-year water elevation.

Design Requirements

The temporary bridge and bearing system need not be galvanized.

The temporary bridge, including the barriers or railings if needed for site safety, shall be designed in accordance with the latest edition of the AASHTO LRFD Bridge Design Specifications.

The minimum vehicular live load shall be per Section 6-01.5, unless otherwise specified in the Contract Plans or required for site safety.

1 Notwithstanding the requirements of Section 1-06.1, the materials used by the
2 Contractor to compose the temporary bridge may be salvaged steel, provided that the
3 use of such salvaged steel shall be subject to inspection and approval by the
4 Contractor's engineer of record and acceptance by the Engineer. For salvaged steel
5 materials where the grade of steel cannot be positively identified, the design stresses for
6 the steel shall conform to Section 6-02.3(17)B3.

7 **Submittals**

8 The Contractor shall submit Type 3E Working Drawings of the temporary bridge
9 including an erection plan and procedure conforming to Section 1-05.3.

10 **Construction and Removal**

11 The Contractor shall construct the temporary bridge in accordance with the working
12 drawings and erection plan as accepted by the Engineer, environmental permit
13 conditions specified in Section 1-07.5 as supplemented in these Special Provisions and
14 as shown in the Plans, and in accordance with the details shown in the Plans. The
15 Contractor shall maintain the temporary bridge, including the driving surface, for the life
16 of the temporary bridge in this project.

17 All welding, repair welding, and welding inspection, of steel components of the
18 temporary bridge shall conform to the Section 6-03.3(25) and 6-03.3(25)A requirements
19 specified for steel bridges.

20 Once the temporary bridge is no longer needed for construction, the Contractor shall
21 remove the temporary bridge and bearing system with no damage to the permanent
22 steel piles.

23 **Measurement**

24 "Temporary Bridge" shall be measured by the Lump Sum.

25 **Payment**

26 The unit Contract price for "Temporary Bridge" shall be full pay for all costs for design,
27 fabrication, delivery, installation, and completed removal as described in the Contract
28 Documents.

29 **END OF SECTION 6-01**

SECTION 6-02 CONCRETE STRUCTURES

6-02.1 Description

Section 6-02.1 is supplemented with the following:

(*****)

This section includes the installation of the Concrete Abutments. The Concrete Abutments shall include the approach slabs.

6-02.2 Materials

Section 6-02.2 is supplemented with the following:

(*****)

The Concrete Abutments shall be constructed with Class 4000 Concrete.

6-02.4 Measurement

Section 6-02.4 is supplemented with the following:

(*****)

“Concrete Abutments” shall be measured by the Lump Sum.

6-02.5 Payment

This section is supplemented with the following:

(*****)

“Concrete Abutments” per lump sum.

The unit Contract price per lump sum for "Concrete Abutments" shall be full pay for all costs of constructing the complete concrete structures shown at the terminations of the boardwalk structures (including those labeled as approach slabs) including but not limited to the required excavation, compaction of the subgrade below, crushed surfacing base course, wing walls, slab, reinforcement, approach slabs, approach wing wall, footings.

SECTION 6-03
STEEL STRUCTURES

6-03.1 Description

Add the following new subsection:

(*****)

This section includes the design, fabrication, supply, and installation of the pre-manufactured steel pedestrian bridge as shown and described in the contract drawings. The bridge shall be of steel construction and the supplier shall furnish all materials including the connection of steel members, FRP molded grating, rub rails, safety rail, toe plates and bearing system, and any ancillary items for a complete installation.

6-03.2 Materials

Section 6-03.2 is supplemented with the following:

(*****)

The Pre-manufactured Steel Pedestrian Bridge shall be fabricated from high-strength, low-alloy, atmospheric corrosion-resistant ASTM A847 Cold-Formed welded square and rectangular tubing and/or ASTM A588, or ASTM A242, ASTM A606 plate and structural steel shapes (Fy = 50,000 psi).

All boardwalk steel framing shall be zinc-plated (galvanized) by the hot-dipped galvanic method (or pre-approved equivalent), unless otherwise noted. Furthermore, any surface where the coating has been removed or damaged must be brushed and re-coated in clean, dry field conditions with an approved zinc-based anti-corrosion coating except where such area is to be encased in concrete.

All bolts, washers, and nuts shall be ASTM A325 Type 3.

6-03.3 Construction Requirements

Section 6-03.3 is supplemented with the following:

(*****)

6-03.3(1) Pre-manufactured Steel Pedestrian Bridge

The style of the bridge shall be similar to the schematic elevation and details on the Contract Drawings. The pedestrian bridge shall be designed using transverse members as the main support beams with longitudinal stringers to support the "FRP Grating". The assembly will then be supported by trusses that also act as barriers. All truss members shall be fabricated from structural tube sections. Other structural members shall be fabricated from structural steel shapes.

Deck Material

Deck material shall consist of FRP molded grating as shown in the Plans and in accordance with Section 6-23. The manufacturer is required to provide the same "FRP Grating" as the boardwalk structure.

Handrail

ADA compliant handrails shall be connected to the bridge on the inside face of the trusses. The handrail shall be designed and detailed by the bridge manufacturer. The

Contractor is responsible for coordination between bridge manufacturer and FRP supplier to provide a consistent appearance between the boardwalk and pedestrian bridge.

Safety Rail

A safety rail system shall be placed on the inside face of the of the trusses, spaced to prevent a 4-inch sphere from passing through the side truss for the full height of the side truss.

Camber

The bridge shall have a vertical camber dimension at mid span equal to 1 percent of the bridge span plus 100 percent of the full dead load deflection rounded up to the next 1/4 inch.

Design Criteria

The Pre-manufactured Steel Pedestrian Bridge shall be designed in accordance with the 2018 IBC, ASCE 7-16, ACI 318-14, and the AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges 2015 Interim Revision.

Live Load = 100 psf uniform load.

Snow Load = 25 psf uniform load.

Wind fatigue and seismic loading shall be in accordance with AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges, 2015 Interim Revision

Handrail System = 50 plf or a 200 lb concentrated load.

Vertical Deflection

The vertical deflection of the trusses and floor beams due to service pedestrian live load shall not exceed 1/360 of the span.

Horizontal Deflection

The horizontal deflection of the structure due to lateral wind loads shall not exceed 1/360 of the span length.

Minimum Thickness of Metal

The minimum thickness of all structural steel members shall be 3/16-inch nominal and be in accordance with the AISC Manual of Steel Constructions' "Standard Mill Practice Guidelines."

Vibrations

Vibration of the structure shall not cause discomfort or concern to the users of the bridges. To assure this, the fundamental frequency (f) of the steel pedestrian bridge in the vertical direction, without live load, shall be greater than 3.0 hertz (Hz) to avoid the first harmonic. The fundamental frequency of the pedestrian bridge in the lateral direction, shall be greater than 1.3 Hz. If the fundamental frequency cannot satisfy these limitations, then the bridge should be proportioned such that either of the following criteria are satisfied:

$$f > 2.86 \cdot \ln(180/W)$$

Or

$$W > 180 \cdot e^{(-0.35 \cdot f)}$$

Where W is the weight of the bridge in kips and f is the fundamental frequency in the vertical direction in Hz.

Fabrication

The Design Engineer shall affix their stamp to the Shop Drawings certifying all requirements have been met.

Welding procedures and weld qualification test procedures shall conform to the provisions of AWS D1.1. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification and shall match the corrosion properties of the base metal.

Welders shall be certified in accordance with AWS DA.5 Flux Core Arc or Shielded Manual Arc Welding.

Working Drawings

The Contractor shall submit Type 2E Working Drawings in accordance with Section 1-05.3 verifying that the structure is adequate for the loads and criteria given in the Contract Documents and including any special information regarding erection schemes and lifting requirements.

Structural calculations shall be provided and include all design information necessary to determine the structural adequacy of design. The calculations shall include, as a minimum, the following:

- All checks for bending and shear forces in the critical members for each bridge member (floor beams, stringer, etc.) of the bridge.
- Checks for the critical connection failure modes for each bridge member type (floor beams, stringers, etc.).
- All bolted splice connections.
- All checks for the bridge bearing pads and anchor bolts including concrete failure modes.
- Bridge deflection checks.

Contractor shall provide a written warranty against defects in material and workmanship for a period of 5 years.

Handling, Storage, and Shipping of Materials

The Contractor shall be responsible for the handling and protection of the bridge members after arrival at the destination. All bridge materials shall be unloaded and handled with a forklift or crane using nylon slings or other instruments to prevent damage or abrasion during the bridge placement. If the bridge materials and elements are to be stored at the site, they must be placed on a level surface and must be adequately braced and supported to prevent warpage and twisting. Any damage shall be reported immediately to the bridge manufacturer's engineering department.

Steel Pedestrian Bridge Supplier Qualifications

The bridge supplier must be a company specializing in the design and fabrication of pedestrian bridges with a minimum of 5 years of documented experience and ability to prepare structural plans in accordance with WAC Chapter 196-23.

A list of approved manufacturers includes (but not limited to):

1 CONTECH Engineered Solutions
2 9025 Centre Pointe Drive West Chester, OH 45069
3 1-800-338-1122
4 Bridge Brothers Inc.
5 1962 Howell Mill Rd. NW, Suite 210 Atlanta, GA 30032
6 1-866-806-0847
7 True North Steel 702 13th Ave. E
8 West Fargo, ND 58078
9 1-866-982-9511

10 **6-03.3(2) Steel Boardwalk**

11 The Contractor shall submit a Type 2E Working Drawing verifying the construction loads
12 for the boardwalk construction are within allowable limits.

13 The estimated weights of all steel components for Steel Boardwalk are as follows:

- 14 1. Base Bid: 179,500 lbs.
15 2. Add. Alt. 1: 17,000 lbs.

16 **6-03.4 Measurement**

17 This section is supplemented with the following:

18 **(*****)**

19 "Pre-Manufactured Steel Pedestrian Bridge" shall be measured by the Lump Sum.

20 "Steel Boardwalk" shall be measured by the Lump Sum.

21 **6-03.5 Payment**

22 This section is supplemented with the following:

23 **(*****)**

24 "Pre-Manufactured Steel Pedestrian Bridge" per lump sum.

25 The unit Contract price per lump sum for "Pre-Manufactured Steel Pedestrian Bridge"
26 shall be full pay for all costs of design, procurement, fabrication, delivery, working
27 drawings, and installation as described in the Contract Documents including, but not
28 limited to fasteners, welding, galvanizing, adjusting, and other items required for a
29 complete functional installation.

30 "Steel Boardwalk" per lump sum.

31 The unit Contract price per lump sum for "Steel Boardwalk" shall be full pay for all steel
32 construction without its own bid item. This includes full pay for all costs for, procurement,
33 fabrication, assembly, delivery, working drawings, and installation as described in the
34 Contract Documents including, but not limited to the boardwalk framing, pile cap,
35 fasteners, welding, galvanizing, adjusting, transition plates, and other items required for
36 a complete functional installation.

37 **END OF SECTION 6-03**

1 **SECTION 6-05**
2 **PILING**

3 **6-05.3 Construction Requirements**

4 This section is supplemented with the following:

5 **(*****)**

6 Steel piling may not be driven when the water surface elevation of Scriber Lake or
7 Scriber Creek is at or above the surface of the ground at the pipe pile installation
8 location.

9 **6-05.4 Measurement**

10 This section is supplemented with the following:

11 **(*****)**

12 "Steel Pipe Piling" shall be measured by linear foot of installed length.

13 **6-05.5 Payment**

14 This section is supplemented with the following:

15 **(*****)**

16 "Steel Pipe Piling" per linear foot.

17 The unit Contract price per lineal foot for "Steel Pipe Piling" shall be full pay for
18 furnishing and driving the piles to the ultimate bearing resistance or penetration required
19 by the Engineer, including furnishing and installing a pile tip when pile tips are specified.

20 **END OF SECTION 6-05**

1 Add the following new section:

2 (*****)

3 **SECTION 6-23**
4 **FIBER REINFORCED PLASTIC**

5 **6-23.1 Description**

6 This section relates to the structural and incidental items for the design, detailing,
7 fabrication, and construction of fiber reinforced plastic (FRP) elements including “FRP
8 Grating” and “FRP Boardwalk Railing” and the FRP edge of deck rail as shown and
9 described in the contract drawings.

10 **6-23.2 Materials**

11 **6-23.2(1) FRP Grating**

12 All Fiber Reinforced Plastic (FRP) items furnished under this Section shall be
13 composed of fiberglass reinforcement and resin in qualities, quantities,
14 properties, arrangements, and dimensions as necessary to meet the design
15 requirements and dimensions as specified in the Contract Documents.

16 All mechanical grating clips shall be manufactured of Type 316 SS (stainless steel).

17 Fasteners shall be tamper-proof, of one type and be manufactured of Type 316 SS
18 (stainless steel)

19 Grating shall be of a one-piece molded construction with tops and bottoms of bearing
20 bars and cross bars in the same plane. Grating shall have a square mesh pattern
21 providing bidirectional strength. Grating shall be reinforced with continuous
22 rovings of equal number of layers in each direction. The top layer of
23 reinforcement shall be no more than 1/8 inch below the top surface of the grating
24 to provide maximum stiffness and prevent resin chipping of unreinforced
25 surfaces. Percentage of glass (by weight) shall not exceed thirty-five percent
26 (35%) to achieve maximum corrosion resistance, and as required to maintain the
27 structural requirements of the Contract.

28 After molding, no dry glass fibers shall be visible on any surface of bearing bars or
29 cross bars. All bars shall be smooth and uniform with no evidence of fiber
30 orientation irregularities, interlaminar voids, porosity, resin rich or resin starved
31 areas.

32 Non-slip surfacing: Grating shall be manufactured with a grit top surface, or approved
33 equal, applied to the top surface of each bar providing maximum slip resistance.
34 Applied non-slip surfacing shall be adhered to bars utilizing IR (infrared) oven
35 curing process to assure adequate cure of the resin, advanced UV resistance
36 and durability.

37 Fire rating: Grating shall be fire retardant with a tested flame spread rating of 25 or
38 less when tested in accordance with ASTM E84. Certifications shall be dated
39 within the past two (2) years and test data performed only on the resin shall not
40 be acceptable.

41 Color: Gray with a fine grid finish.

42 Depth: 1-1/2 inches (38 mm) with a tolerance of plus or minus 1/16 inch (2 mm).

Mesh Configuration: 1-1/2-inches square mesh bottom, 3/4-inch square mesh top, with a tolerance of plus or minus 1/16-inch mesh centerline to centerline. Top surface meets ADA requirements. Weight shall be 4.5 lbs/s.f. minimum.

Deflection is not to exceed 0.375 inch or $L/D = 120$, whichever is less.

6-23.2(2) FRP Railing and FRP Edge of Deck Rail

Material for the boardwalk railing and FRP edge of deck rail shall be pultruded fiberglass structural shapes in accordance with the Plans and the following:

The galvanized Welded Wire Mesh In-Fill Panels shall be in accordance with Section 9-07.7 and these Special Provisions.

Attachment materials shall be designed by the FRP designer/supplier.

Pultruded structural shapes are to have the minimum longitudinal mechanical properties listed below:

Property	ASTM Method	Value	Units
Tensile Strength	D638	30,000 (206)	psi (MPa)
Tensile Modulus	D638	2.5×10^6 (17.2)	psi (GPa)
Flexural Strength	D790	30,000 (206)	psi (MPa)
Flexural Modulus	D790	1.8×10^6 (12.4)	psi (GPa)
Flexural Modulus (Full Section)	N/A	2.8×10^6 (19.3)	psi (GPa)
Short Beam Shear (Transverse)	D2344/D2344M	4,500 (31)	psi (MPa)
Shear Modulus (Transverse)	N/A	4.5×10^5 (3.1)	psi (GPa)
Coefficient of Thermal Expansion	D696	4.4×10^{-6} (8.0×10^{-6})	in/in/°F (cm/cm/°C)
Flame Spread	E84	25 or less	N/A

6-23.3 Construction Requirements

The Contractor shall furnish, fabricate (where necessary), and install FRP items with all appurtenances, accessories, and incidentals necessary to produce a complete, operable, and serviceable installation as required by the Contract Documents.

Design Criteria

All FRP elements shall be designed in accordance with the 2018 IBC and ASCE 7-16 and the criteria below:

Live Load = 100 psf uniform load.

Snow Load = 25 psf uniform load.

Handrail System = 50 plf or a 200 lb concentrated load.

6-23.3(1) FRP Grating

The Contractor shall install gratings in accordance with **manufacturer's** Type 2E Working Drawing. Panels are to be supported with grating legs in each corner or other equivalent support mechanism. Lock grating panels securely in place with hold-down fasteners or as specified herein. Field cut and drill Fiber Reinforced Plastic products with carbide or diamond tipped bits and blades. Seal cut or drilled surfaces in accordance with manufacturer's instructions. Follow manufacturer's instructions when cutting or drilling fiberglass products or using resin products; provide adequate ventilation.

6-23.3(2) FRP Railing

1. All structural shapes are to be manufactured by the pultrusion process with a glass content minimum of 45 percent, maximum of 55 percent by weight. The structural shapes shall be composed of fiberglass reinforcement and resin in qualities, quantities, properties, arrangements, and dimensions as necessary to meet the design requirements and dimensions as specified in the Contract Documents.
2. Fiberglass reinforcement shall be a combination of continuous roving, continuous strand mat, and surfacing veil in sufficient quantities as needed by the application and/or physical properties required.
3. Resins shall be fire retardant isophthalic polyester; with chemical formulation necessary to provide the corrosion resistance, strength, and other physical properties as required.
4. All finished surfaces of FRP items and fabrications shall be smooth, resin-rich, free of voids, and without dry spots, cracks, crazes, or unreinforced areas. All glass fibers shall be well covered with resin to protect against their exposure due to wear or weathering.
5. All pultruded structural shapes shall be further protected from ultraviolet (UV) attack with: 1) integral UV inhibitors in the resin and, 2) a synthetic surfacing veil to produce a resin rich surface. 3) all guardrail components to receive an additional 1 mil, at a minimum, Carbothane 133 HB Manufactured by Carboline for graffiti resistance.
6. Color: Gray
7. "FRP Boardwalk Railing" shall not be erected until the surface to which it is to be attached is completed. Expansion/slip joints shall be designed by the railing supplier as shown on the manufacturer's drawings. Railing installed without expansion/slip joints will be rejected and the Contractor shall install new railing at its own expense.

Applicable Codes

The publications listed below (latest revision applicable) form a part of this specification to the extent referenced herein. The publications are referred to within the text by the designation only.

1. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) Test Methods:
 - a. ASTM D638 – Tensile Properties of Plastics.
 - b. ASTM D790 – Flexural Properties of Unreinforced and Reinforced Plastics.

- c. ASTM D2344/D2344M – Short-Beam Strength of Polymer Matrix Composite Materials and Their Laminates.
- d. ASTM D696 – Coefficient of Linear Thermal Expansion for Plastics.
- e. ASTM D635 – Rate of Burning and/or Extent and Time of Burning of Self-Supporting Plastics in a Horizontal Position.
- f. ASTM E84 – Surface Burning Characteristics of Building Materials.

6-23.3(2)A Fabrication

Working Drawings

The Contractor shall submit Type 2E Working Drawings verifying that all FRP elements and their connections are adequate to support the design loads shown in the Contract Documents. Structural calculations shall be provided and include all design information necessary to determine the structural adequacy of design.

Measurements
Structural Shapes supplied shall meet the minimum dimensional requirements as shown or specified. The Contractor shall provide and/or verify measurements in field for work fabricated to fit field conditions as required by the manufacturer to complete the work. The Contractor shall determine correct size and locations of required holes or cutouts from field dimensions before fabrication as needed.

Sealing

All shop fabricated cuts or drilling shall be coated with vinyl ester resin to provide maximum corrosion resistance. All field fabricated cuts or drilling shall be coated similarly by the contractor in accordance with the manufacturer's instructions.

Hardware

For panels installed on structural members, Type 316 SS stainless steel hold-down clips shall be provided, with a minimum of four (4) per piece of grating, or as recommended by the manufacturer. Where required, Type 316 SS stainless steel bolts shall be provided.

6-23.3(2)B Handling and Storage

Delivery of Materials: Manufactured materials shall be delivered in original, unbroken pallets, packages, containers, or bundles bearing the label of the manufacturer.

Adhesives, resins and their catalysts and hardeners shall be crated or boxed separately and noted as such to facilitate their movement to a dry indoor storage facility.

Storage of Products: All materials shall be carefully handled to prevent them from abrasion, cracking, chipping, twisting, other deformations, and other types of damage. Adhesives, resins, their catalysts and, hardeners are to be stored in dry indoor storage facilities between 70 and 85 degrees Fahrenheit (21 to 29 degrees Celsius) until they are required.

6-23.3(2)C Shop Inspection

Shop inspection is authorized as required by the Owner and shall be at Owner's expense. The fabricator shall give ample notice to Contractor prior to the beginning of any fabrication work so that inspection may be provided. The grating shall be as free, as commercially possible, from visual defects such as foreign inclusions, delamination,

1 blisters, resin burns, air bubbles and pits. The surface shall have a smooth finish (except
2 for grit top surfaces).

3 **6-23.3(2)D Acceptable Manufacturers and Qualifications**

4 A list of approved manufacturers includes (but not limited to):

5 Fibergrate Composite Structures Inc.
6 5151 Beltline Road, Suite 1212
7 Dallas, Texas 75254-7028
8 800-527-4043
9 Website: www.fibergrate.com

10 Strongwell
11 400 Commonwealth Ave.
12 Bristol, Virginia 24201
13 276-645-8000
14 Website: strongwell.com

15 Creative Composite Group
16 750 Rosedale Dr.
17 Dayton, OH 45402
18 937-723-9031
19 Website: creativecompositesgroup.com

20 **Qualifications**

- 21 1. All items to be provided under this Section shall be furnished only by
22 manufacturers having a minimum of ten (10) years of experience in the design
23 and manufacture of similar products and systems. Additionally, a record of at
24 least five (5) previous, separate, similar successful installations in the last five (5)
25 years shall be provided.
- 26 2. All FRP grating and railing must be manufactured and fabricated within North
27 America. All FRP grating shall be obtained from a single manufacturer for
28 material and construction consistency. All FRP railing members shall be obtained
29 from a single manufacturer for material and construction consistency.
- 30 3. The Manufacturer shall offer a three (3) year limited warranty on all fiber-
31 reinforced plastic (FRP) products against defects in materials and workmanship.
- 32 4. The Manufacturer shall be certified to the ISO 9001-2015 Standard.
- 33 5. The Manufacturer shall provide proof of certification from at least two other
34 quality assurance programs for its facilities or products (UL, DNV, ABS, USCG,
35 AARR).
- 36 6. The Manufacturer shall provide proof, via independent testing, that materials
37 proposed as a solution do not contain heavy metals in amounts greater than that
38 allowed by current EPA requirements.

39 **6-23.4 Measurement**

40 "FRP Grating" shall be measured by the square foot.

41 "FRP Boardwalk Railing" will be measured by the linear foot along the line and slope at
42 the base of the completed railing.

6-23.5 Payment

The unit contract price per square foot for “FRP Grating” shall be full pay for furnishing all labor, tools, equipment, and materials required, including but not limited to attachment fittings, shop drawings, and overall adjustments true to line and grade and cleanup.

The unit contract price per linear foot for “FRP Boardwalk Railing” shall be full pay for furnishing all labor, tools, equipment, and materials required, including but not limited to, railing, welding, attachment fittings, shop drawings, and overall adjustments true to line and grade and cleanup.

END OF SECTION 6-23

Add the following new section:

(*****)

SECTION 6-24 PRE-MANUFACTURED ALUMINUM GANGWAYS & LANDING FLOATS

6-24.1 Description

This section includes the design, fabrication, supply, and installation of the “Pre-Manufactured Aluminum Gangways and Landing Floats” as shown and described in the Contract Documents. This work also includes the modification and re-attachment of the existing floating dock sections to remain. The gangway shall be of aluminum construction and the supplier shall furnish all materials including the connection of aluminum members, FRP molded grating, rub rails, safety rail, toe plates and bearing system, and any ancillary items for a complete installation.

6-24.2 Materials

All aluminum extrusions for the gangway & floating dock structures shall be 6000 series aluminum extruded in accordance with the requirements of applicable sections of Federal Specification QQ-A200.

All welding shall be performed and certified per AWS D1.2 Structural Welding Code.

All connections and fasteners shall consist of aluminum or stainless steel.

6-24.3 Construction Requirements

The style of the gangway shall be similar to the schematic elevation and details on the Contract Drawings.

Deck Material

Deck material shall consist of FRP molded grating as shown in the Plans and in accordance with Section 6-23. The manufacturer is required to provide the same “FRP Grating” as the boardwalk structure.

Handrail

ADA compliant handrails shall be connected to the gangway on the inside face of the trusses. The handrail shall be designed and detailed by the gangway manufacturer. The Contractor is responsible for coordination between gangway manufacturer and FRP supplier to provide a consistent appearance between the boardwalk and gangway.

Safety Rail

A safety rail system shall be placed on the inside face of the of the trusses, spaced to prevent a 4-inch sphere from passing through the side truss for the full height of the side truss.

Design Criteria

The “Pre-Manufactured Aluminum Gangways and Landing Floats” shall be designed in accordance with the 2018 IBC, ASCE 7-16, ACI 318-14, and the AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges 2015 Interim Revision.

Live Load = 100 psf uniform load.

Snow Load = 25 psf uniform load.

Wind fatigue and seismic loading shall be in accordance with AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges, 2015 Interim Revision.

A hydraulic load of 1,000 lbs. out-of-plane, and 2,000 lbs. in-plane applied at the end of the gangway.

Handrail System = 50 plf or a 200 lb concentrated load.

Gravity loads shall be transferred to the pile supported structure and the landing float. The gangway shall be designed to transfer all lateral and axial loads to the pile supported structure only.

Vertical Deflection

The vertical deflection of the trusses and floor beams due to service pedestrian live load shall not exceed 1/360 of the span.

Horizontal Deflection

The horizontal deflection of the structure due to lateral wind loads shall not exceed 1/360 of the span length.

Vibrations

Vibration of the structure shall not cause discomfort or concern to the users of the bridges. To assure this, the fundamental frequency (f) of the gangway in the vertical direction, without live load, shall be greater than 3.0 hertz (Hz) to avoid the first harmonic. The fundamental frequency of the gangway in the lateral direction, shall be greater than 1.3 Hz. If the fundamental frequency cannot satisfy these limitations, then the bridge should be proportioned such that either of the following criteria are satisfied:

$$f > 2.86 \cdot \ln(180/W)$$

Or

$$W > 180 \cdot e^{(-0.35 \cdot f)}$$

Where W is the weight of the gangway in kips and f is the fundamental frequency in the vertical direction in Hz.

Modification and Attachment of the Existing Floating Dock Sections

The Work shall include all necessary modifications to the existing floating dock sections to remain and providing for the permanent attachment of the existing floating dock sections to the new floats.

Fabrication

The Design Engineer shall affix their stamp to the Shop Drawings certifying all requirements have been met.

Welding procedures and weld qualification test procedures shall conform to the provisions of AWS D1.2. Filler metal shall be in accordance with the applicable AWS Filler Metal Specification and shall match the corrosion properties of the base metal.

Working Drawings

The Contractor shall submit Type 2E Working Drawings in accordance with Section 1-05.3 verifying that the structure is adequate for the loads and criteria given in the Contract Documents and including any special information regarding erection schemes

and lifting requirements. The working drawings must include the connections to the existing floating dock sections to remain.

Structural calculations shall be provided and include all design information necessary to determine the structural adequacy of design. The calculations shall include, as a minimum, the following:

- All checks for bending and shear forces in the critical members for each bridge member (floor beams, stringer, etc.) of the gangway.
- Checks for the critical connection failure modes for each gangway member type (floor beams, stringers, etc.).
- All checks for the gangway connections to other structures.
- Gangway deflection checks.

Contractor shall provide a written warranty against defects in material and workmanship for a period of 5 years.

Handling, Storage, and Shipping of Materials

The Contractor shall be responsible for the handling and protection of the gangway and landing float members after arrival at the destination. All gangway and landing float materials shall be unloaded and handled with a forklift or crane using nylon slings or other instruments to prevent damage or abrasion during the bridge placement. If the gangway and/or landing float materials and elements are to be stored at the site, they must be placed on a level surface and must be adequately braced and supported to prevent warpage and twisting. Any damage shall be reported immediately to the gangway manufacturer's engineering department.

In-Water Work Window

This work is subject to the in-water work HPA fish window limitations in 1-08.5.

6-24.3(1) Acceptable Manufacturers and Qualifications

A list of possible manufacturers includes (but not limited to):

Mantle Industries
1100 Yew Ave,
Blaine, WA 98230
360-332-5276
Website: cmilc.com

Safe-Harbor
211 N Koppers Rd
Florence, SC 29506-7500
888-849-6103
Website: safe-harbor.com/

Topper Industries
1333 Glenwood St.
Woodland, WA 98674-9444
Website: topperfloats.com

Qualifications

1. All items to be provided under this Section shall be furnished only by manufacturers having a minimum of ten (10) years of experience in the design

1 and manufacture of similar products and systems. Additionally, a record of at
2 least five (5) previous, separate, similar successful installations in the last five (5)
3 years shall be provided.

- 4 1. The Manufacturer shall offer a three (3) year limited warranty on all products
5 against defects in materials and workmanship.
- 6 2. The Manufacturer shall be certified to the ISO 9001-2015 Standard.
- 7 3. The Manufacturer shall provide proof of certification from at least two other
8 quality assurance programs for its facilities or products (UL, DNV, ABS, USCG,
9 AARR).
- 10 4. The Manufacturer shall provide proof, via independent testing, that materials
11 proposed as a solution do not contain heavy metals in amounts greater than that
12 allowed by current EPA requirements.

13 **6-24.4 Measurement**

14 The "Pre-Manufactured Aluminum Gangways and Landing Floats" shall be measured by
15 the Lump Sum.

16 **6-24.5 Payment**

17 The unit Contract price for "Pre-Manufactured Aluminum Gangways and Landing Floats"
18 shall be full pay for all costs for design, fabrication, delivery, and installation of both sets
19 of Aluminum Gangways and Landing Floats including the modifications to the existing
20 floating dock sections to remain and attaching the existing floating dock sections to
21 remain to the new floats as shown on the Plans.

22 **END OF SECTION 6-24**

23 **END OF DIVISION 6**

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

**SECTION 7-04
STORM SEWERS**

7-04.2 Materials

(*****)

Section 7-04.2 is supplemented with the following:

Ductile Iron Pipe 9-05.13

7-04.3 Construction Requirements

Section 7-04.3 is supplemented with the following:

Preserve and protect existing utilities such as water and sanitary sewer service lines exposed during installation of storm sewers. Damage to utilities will be repaired at no cost to the City.

7-04.4 Measurement

(*****)

Section 7-04.4 is supplemented with the following:

“Ductile Iron Storm Pipe ____ In. Diam.”, per linear foot

The length of Ductile Iron Storm Pipe will be the number of linear feet of completed installation measured along the invert and will include the length through elbows, tees, and fittings. The number of linear feet will be measured from the inside face of the catch basin to the end of the mitered pipe.

7-04.5 Payment

(*****)

Section 7-04.5 is supplemented with the following:

“Ductile Iron Storm Pipe ____ In. Diam.”, per linear foot

The unit Contract price per linear foot for the storm sewer pipe of the kind and size specified shall be full pay for all Work to complete the installation, including all costs associated with providing and installing fittings, couplers, elbows, tees, and the mitered pipe end section. Work shall also include any labor, materials and equipment required for bedding and backfill material within the pipe zone, streambed cobbles, and the ditching necessary to reach daylight at 1% (min. slope) .

END OF SECTION 7-04

END OF DIVISION 7

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

SECTION 8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

(*****)

Section 8-01.1 is supplemented with the following:

This work consists of seeding fertilizing and mulching for areas disturbed by construction which are not restored by planting for temporary disturbance in wetland areas in the areas shown on the Plans.

8-01.3 Construction Requirements

8-01.3(1) General

8-01.3(1)A Submittals

(February 14, 2020, Lynnwood GSP)

The first paragraph of Section 8-01.3(1)A is supplemented with the following:

If the TESC Plan in the contract documents is adopted by the Contractor, the Contracting Agency shall be so notified prior to the Preconstruction Conference. If the Contractor modifies the TESC Plan in the contract documents, the revised TESC Plan shall be submitted for approval prior to the Preconstruction Conference.

Section 8-01.3(1)A is supplemented with the following:

Prior to the Preconstruction Conference the Contractor shall prepare and submit to the Contracting Agency the following documents for approval:

1. Spill Prevention, Control & Countermeasures (SPCC) Plan – Per Section 1-07.15(1).
2. Storm Water Pollution Prevention Plan (SWPPP) – Per Section 8-01.3(1)A.

The Contractor shall use the City of Lynnwood SPCC And SWPPP templates found on the City's website at <http://www.lynnwoodwa.gov/City-Services/Environmental--Surface-Water- and-Storm-Water/Environmental-Documents-and-Reports.htm> to develop the SPCC Plan and the SWPPP in lieu of the WSDOT templates specified in the Standard Specifications.

The Contractor will not be authorized to mobilize or begin on-site work until both the SWPPP and SPCC plan have been approved by the Contracting Agency.

8-01.3(2) Temporary Seeding and Mulching

8-01.3(2)D Temporary Mulching

(January 5, 2015 WSDOT GSP)

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

***Wood fiber mulch *** shall be applied at a rate of *** 2,000 *** pounds per acre with no more than *** 1,500 *** pounds per acre applied in a single lift. .

1 (*****)

2 Fertilizer shall not be used in wetland areas.

3 **8-01.3(7) Stabilized Construction Entrance**

4 Section 8-01.3(7) is supplemented with the following:

5 When the Contract requires a Temporary Construction Entrance where an existing
6 asphalt surface exists the contractor shall provide a textured steel trackout plate or
7 purpose built plastic or rubber Trackout Control Mat. Steel trackout plates shall consist of
8 a continuous steel plate with 1" (min.) ribs or steel angles on the top surface at 4" – 8" on
9 center.

10 **8-01.4 Measurement**

11 Section 8-01.4 is supplemented with the following paragraph:

12 (*****)

13 When the Bid Proposal contains the lump sum item "Erosion/Water Pollution Control"
14 there will be no measurement of unit or force account items for Work defined in Section
15 8-01. If the Bid Proposal includes Bid items in Section 8-01 the measurement of those
16 items is not deleted and the Work under each item will be measured as specified.

17 **8-01.5 Payment**

18 Section 8-01.5 is supplemented with the following:

19 (*****)

20 "Erosion Control and Water Pollution Prevention", lump sum.

21 The lump sum Contract price for "Erosion/Water Pollution Control" shall be full payment
22 to perform the Work. Progress payments for the lump sum item "Erosion/Water Pollution
23 Control" will be made as follows:

24 The Contracting Agency will pay 25 percent of the bid amount for the initial set up for the
25 item. Initial set up includes the following:

- 26 • Acceptance of the TESC Plan provided by the Contracting Agency or
- 27 submittal of a new TESC Plan,
- 28 • Submittal of a schedule for the installation of the BMP's,
- 29 • Initial installation of BMP's associated with sensitive areas delineation,
- 30 clearing/grubbing and perimeter control.

31 The remaining seventy-five percent of the bid amount shall be paid in accordance with
32 Section 1-09.9.

33 **END OF SECTION 8-01**

SECTION 8-02

ROADSIDE RESTORATION

8-02.3(2)B Weed and Pest Control Plan

Section 8-02.3(2)B is supplemented with the following:

(*****)

Prior to drafting the Weed and Pest Control Plan, the Contractor shall meet on site with the Engineer to discuss target weeds and unwanted vegetation on site and the methods for controlling these species. Target weeds may include County-listed noxious weeds or naturalized non-native plants. Work shall not commence until the Weed and Pest Control Plan has been approved in writing by the Engineer.

The **Weed and Pest Control Plan** shall identify how the Contractor will address the following requirements:

1. Means, methods, and timing of weed control.
2. Equipment, tool, and boot cleaning methods while working in weed prone areas.
3. Proposed scheduling of joint inspection meetings, activities, materials, tools, and pesticides to be used for weed and pest control to include written records.
4. The Contractor shall identify strategies for non-chemical integrated pest management control methods as part of soil management, earthwork, stockpile monitoring, equipment cleaning and maintenance, encroachment of invasive vegetation from neighboring adjacent areas, and clearing activities.

8-02.3(2)C Plant Establishment Plan

Section 8-02.3(2)C is supplemented with the following:

(*****)

The Plant Establishment Plan shall include:

1. Methods for soil cultivation and decompaction in seeding and planting areas.
2. Monitoring strategies and schedule that includes, at minimum, monthly site inspections for plant health and control of new weed populations.
3. Process for documenting plants in poor condition.
4. Schedule for plant replacement.
5. Watering Schedule that defines how the Contractor will ensure adequate watering (spring, summer, and autumn) of all plant materials and seeded areas during the 1-year plant establishment period.

8-02.3(3)A Chemical Pesticides

Section 8-02.3(3)A is supplemented with the following:

(*****)

Contractor shall notify the Engineer of all positive pest identifications and shall not apply any pesticides unless approved and instructed by the Engineer.

Contractor shall not use non-selective pesticides.

Contractor shall not use tracer or temporary colorant or surfactant that is toxic to wildlife and aquatic resources.

No chemical pesticides shall be used within the delineated wetland areas.

8-02.3(3)C Project Area Weed and Pest Control

Section 8-02.3(3)C is supplemented with the following:

(*****)

All plant species listed as noxious weeds in Snohomish County will be controlled within the project limits. The site may also include other invasive and competitive non-native vegetation to be controlled.

Noxious weeds and pest vegetation on this project may include, but is not limited to, the following:

1. Bohemian knotweed (*Fallopia x bohemica*)
2. Himalayan blackberry (*Rubus discolor*, *R. procerus* or *R. armeniacus*)
3. Reed canarygrass (*Phalaris arundinacea*)
4. English ivy (*Hedra helix*)
5. Creeping buttercup (*Ranunculus repens*)
6. English holly (*Illex aquifolium*)
7. Cherry laurel (*Prunus laurocerasus*)

This list of pest vegetation is not a complete list of weeds to be controlled within the project limits. A pre-construction site walk shall occur with both the Contractor and Engineer present to identify additional species requiring control. The site shall be monitored for new populations of invasive, pest, or competitive vegetation throughout construction. Existing and new populations of pest vegetation shall be controlled as recommended by the Washington State Noxious Weed Program (<http://www.nwcb.wa.gov/>) or as directed by the Engineer. The Contractor shall identify initial target weeds, specific to the site, to be controlled in the Weed and Pest Control Plan in accordance with Section 8-02.3(2)B.

All weeds and invasive plants contained within the clearing limits as shown on the Contract Plans shall be removed per Section 2-01(Clearing, Grubbing, and Roadside Cleanup).

8-02.3(5)C Planting Area Preparation

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

(*****)

The contractor shall use an air tilling tool to decompact the soil to the specified depth and in the areas indicated on plans. The air tilling tool must be specifically designed and manufactured for the intended purpose and used at pressures recommended by the manufacturer of the equipment. Work at rates and using

techniques that do not harm tree roots. Air pressure shall be a maximum of 100 PSI.

8-02.3(6)B Fertilizers

Section 8-02.3(6)b is supplemented with the following:

(*****)

Fertilizer shall meet the requirements of Section 9-14(4). Fertilizer shall be quantified and applied as per manufacturer's recommendations. In seeding areas, the fertilizer shall be applied as part a hydroseed mix as specified in section 8-02.3(9)C Seeding with Fertilizers and Mulches.

8-02.3(7) Layout of Planting, Lawn and Seeding Areas

Replace the first paragraph of Section 8-02.3(7) with the following:

(*****)

The Contractor shall layout all planting and seeding areas to be approved by the Engineer prior to installation. Planting beds and seeding areas shall be staked out. Individual plants, still in their pots, shall be laid out in specified locations and spacing. During the planting layout inspection, the contractor shall provide a sample planting in a designated area to be inspected and approved by the engineer. The Contractor shall notify the Engineer a minimum 5-days prior to needing the inspection.

8-02.3(8)A Dates and Conditions for Planting

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

(*****)

The Contractor shall notify and schedule the plant material inspection with the Engineer a minimum 5-days prior to plant delivery.

8-02.3(10)B Lawn Seeding and Sodding

Section 8-02.3(10)B is supplemented with the following:

(*****)

Seeding for lawn areas shall be applied using hydroseeding. Seed, fertilizer, and mulch may be applied in one application. Fertilizer shall be applied at rates recommended by the manufacturer and shall meet the requirements of Section 9-14(4). Mulch shall be applied per Section 8-02.3(11)A and shall meet the requirements of Section 9-14.5(2). Seed mix shall meet requirements and applied at rates as shown on plans.

8-02.3(12) Inspection and Completion of Initial Planting

Section 8-02.3(12) is supplemented with the following:

(*****)

The Contractor shall notify and schedule with the Engineer a minimum 5-days prior to completion of planting.

8-02.4 Measurement

Section 8-02.4 is supplemented with the following:

(*****)

“Weed and Pest Control Plan” will be measured by the by the Lump Sum.

“Topsoil Type A” will be measured by the cubic yard in place.

“Wood Chip Mulch” will be measured by the cubic yard in place.

8-02.5 Payment

Section 8-02.5 is supplemented with the following:

(*****)

“Weed and Pest Control Plan”, per Lump Sum.

The unit Contract price per lump sum for “Weed and Pest Control Plan” shall be full compensation for all costs incurred for the preparation, submittal, and any resubmittal, of this plan.

“Topsoil Type A”, per cubic yard.

The unit Contract price per cubic yard for “Topsoil Type A” shall be full compensation for all costs incurred for excavating, loading, hauling, and placing the material.

“Wood Chip Mulch”, per cubic yard.

The unit Contract price per cubic yard for “Wood Chip Mulch” shall be full compensation for all costs incurred for excavating, loading, hauling, and placing the material.

END OF SECTION 8-02

SECTION 8-04

CURBS, GUTTERS, AND SPILLWAYS

8-04.3 Construction Requirements

Section 8-04.3 is supplemented with the following:

(*****)

Precast Traffic Curb, Type C shall be painted yellow and installed per the Plans and provide a Type C Nosing at all terminations.

8-04.4 Measurement

Section 8-04.4 is supplemented with the following:

(*****)

Precast Traffic Curb, Type C will be measured by the linear foot along the centerline of the curb through nosings and straight sections.

8-04.5 Payment

Section 8-04.5 is supplemented with the following:

(*****)

“Precast Traffic Curb, Type C”, per linear foot

“Extruded Curb”, per linear foot

The unit Contract price per linear foot for "Extruded Curb", shall be full payment for all costs for the Extruded Cement Concrete Curb shown on the plans including the topsoil backfill and mulch.

END OF SECTION 8-04

SECTION 8-12

CHAIN LINK FENCE AND WIRE FENCE

8-12.3 Construction Requirements

Section 8-12.3 is supplemented with the following:

(*****)

Where the plans call for 6' High Construction Fence at construction access points from the public street the contractor shall provide temporary, free standing, 6' tall chain link fence sections 20' (min.) on either side of the entrance and a locking gate at the entrance. Where the plans call for 6' High Construction Fence at the Y in the trail east of the project site the contractor shall provide 40 LF (min.) of free standing, 6' tall chain link fence across and along the trail to discourage site access.

No separate payment will be made for 6' High Construction Fence, these items shall all be considered as incidental to the Work of Mobilization.

END OF SECTION 8-12

SECTION 8-14

CEMENT CONCRETE SIDEWALKS

8-14.1	Description
--------	-------------

(***)**

Section 8-14.1 is supplemented with the following:

This work shall include Cement Concrete Pads as shown on the Plans.

8-14.3 Construction Requirements

Section 8-14.3 is supplemented with the following:

(*****)

Cement Concrete Pads where shown and as dimensioned in plans shall be constructed with Class 4000 air-entrained concrete conforming to the requirement of Section 6-02. The Cement Concrete Pads shall be 4" thick, reinforced with one layer of 6x6 W2.1/W2.1 welded wire fabric at middepth, and be placed on 4" compacted depth of crushed surfacing top course on a compacted subgrade.

8-14.4 Measurement

Section 8-14.4 is supplemented with the following:

(*****)

Cement Concrete Pads will be measured by the square yard of finished surface.

8-14.5 Payment

Section 8-14.5 is supplemented with the following:

(*****)

“Cement Concrete Pads”, per square yard.

The unit Contract price per each for "Cement Concrete Pads", shall be full pay for construction of the concrete pads as shown in plans including saw cutting joints, finishing, reinforcement, base materials, compaction, and all excavations including haul and disposal.

END OF SECTION 8-14

Add the following new section:

(*****)

SECTION 8-19 WOOD FENCE

8-19.1 Description

This work shall consist of furnishing and installing wood fence of the types specified in accordance with the Plans and these Specifications, at the locations shown on the Plans.

8-19.2 Materials

Posts and Rails

Wood fence posts and rails shall be round sections Douglas fir, Western hemlock, or pine and shall be treated with a non-toxic wood preservative such as Lifetime Wood Treatment by Valhalla Wood Preservatives Ltd (<https://www.valhalco.com/>), or equivalent. Wood treatment must be applied as per the manufacturer's directions. Wood preservative shall not contain chromated arsenicals, creosote, or pentachlorophenol.

8-19.3 Construction Requirements

Clearing of the fence post locations shall be required. Grubbing will not be required except where short and abrupt changes in the ground contour will necessitate removal of stumps in order to properly grade the fence line.

Grading of the fence line sufficient to prevent short and abrupt breaks in the ground contour that will improve aesthetic appearance of the top of the fencing when installed shall be required.

Deviations in alignment to miss obstacles will be permitted only when approved by the Engineer. Wood fences shall be placed in a vertical position. Spacing of posts shall be measured parallel to the slope of the ground.

8-19.4 Measurement

"Wood Fence", will be measured by linear feet of furnished and installed wood fence.

8-19.5 Payment

"Wood Fence", per linear foot.

The unit Contract price per linear foot for "Wood Fence", shall be full payment for all costs for the specified Work including payment for clearing of the fence line.

1 **SECTION 8-21**
2 **PERMANENT SIGNING**
3

4 **8-21.1 Description**

5 **(*****)**

6 Section 8-21.1 is supplemented with the following:

7 This work shall include providing and installing signs as shown on the Plans.

8 **8-21.2 Materials**

9 **(*****)**

10 Signs shall be per MUTCD and Section 9-28 and be mounted on 0.080 flat aluminum
11 with reflective sheeting.

12 **8-21.3 Construction Requirements**

13 Section 8-12.3 is supplemented with the following:

14 **(*****)**

15 The signs called for on the plans shall be mounted to a Type ST-1 post and installed per
16 WSDOT Standard Plan G-24.50-05.

17 **END OF SECTION 8-21**
18

SECTION 8-22

PAVEMENT MARKINGS

8-22.2 Materials

Section 8-22.2 is supplemented with the following:

(*****)

Material shall be Type B Pre-Formed Fused Thermoplastic meeting the requirements of Section 9-34.3 of the WSDOT Standard Specifications unless otherwise stated.

The Contractor shall be responsible for preliminary spotting and layout of pavement markings. Approval of the Engineer is required before marking begins. Preliminary spotting and layout costs shall be incidental to the associated item of work.

Plastic Line: pavement stall marking material shall be Type D-1 Extruded meeting the requirements of Section 9-34.3.

Plastic Accessible Parking Stall Symbol: ADA accessible stall shall be Type B Pre-Formed Fused Thermoplastic meeting the requirements of Section 9-34.3(2) and per MUTCD Figure 3B-22 with white striping on a blue background.

8-22.4 Measurement

Section 8-22.4 is supplimented with the following:

(*****)

"Pavement Markings" shall be measured per lump sum.

8-22.5 Payment

Section 8-22.5 is supplimented with the following:

(*****)

“Pavement Markings”, lump sum.

The lump sum Contract price for "Pavement Markings" shall be full payment to perform the Work of installing all pavement markings shown on the plans.

END OF SECTION 8-22

**SECTION 8-54
BOLLARDS**

Add the following new section:

(*****)

8-54.1 Description

This work shall consist of furnishing and installing steel bollards in accordance with the Plans, WSDOT Standard Plans H-60.10-01 (Type 1) and H-60.20-01 (Type 2), and these Specifications, at the locations shown in the Plans or as staked by the Engineer.

8-54.2 Materials

Posts and Hardware

Type 1 and Type 2 bollard posts shall be ASTM A 53, NPS 3 (3" Nom.) schedule 80 steel pipe. Post sleeves shall be ASTM A 53, NPS 4 (4" Nom.) schedule 40 steel pipe.

Steel plate shall be per ASTM A 36.

All steel parts shall be hot-dip galvanized after fabrication in accordance with AASHTO M 111.

Reflective Tape

Reflective tape shall be one of the following or an approved equal:

1. Scotchlite High Intensity Grade Series 2870
2. Reflexite AP-1000
3. Scotchlite Diamond Grade LDP Series 3970
4. T-6500 High Intensity (Type IV)

Concrete

Footings shall be constructed using concrete Class 3000.

Padlock

Contractor shall provide Knox padlock for removable bollards. The lock shall be keyed to match the City of Lynnwood master key

8-54.3 Construction Requirements

Bollards shall be constructed in accordance with the Standard Plans. Bollards shall not vary more than 1/2 inch in 30 inches from a vertical plane.

Bollard posts and the exposed parts of the base assembly shall be painted in accordance with Section 6-07.3(11) for galvanized surfaces. The top coat shall match SAE AMS Standard 595, Color No. 33538 Traffic Signal Yellow.

8-54.4 Measurement

Measurement for bollards will be by the unit for each type of bollard furnished and installed.

8-54.5 Payment

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

"Bollard (Type)", per each.

1

END OF SECTION 8-54

2

END OF DIVISION 8

3

DIVISION 9 MATERIALS

9-14.2(1) Topsoil Type A

Section 9-14.2(1) is supplemented with the following:

(*****)

Topsoil Type A shall meet the following requirements:

1. 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).
2. Organic content greater than 5-percent but less than 10-percent as measured on a dry weight basis using AASHTO T 267 Determination of Organic Content in Soils by Loss on Ignition.

Topsoil Type A shall be 60-percent to 70-percent Loam and 40-percent to 30-percent Fine Compost by volume. Loam shall be as defined by the US Department of Agriculture Soil Classification System.

The Contractor shall submit a Soil Analysis as a Type 1 Working Drawing from an independent accredited soils testing laboratory indicating the Material source and compliance with all Topsoil Type A specifications. The laboratory analysis shall be with a sample size of no less than 2 pounds and conducted within the last 30 days on material from the same source.

9-14.4 Fertilizers

Section 9-14.4 is supplemented with the following:

(*****)

Organic Fertilizer Specification:

Shall be a granular organic nutrient source derived from fermented plant material along with nutrients such as cottonseed meal, soybean meal, corn or wheat meal and trace elements all under constant sterile conditions with and organic values that meet the following specifications:

Organic Matter > 70%

Organic Carbon > 40%

(N-P-K) content ranging from:

N = 6 – 7

P = 1 – 4

K = 0 – 2

Nutrient Specification:

Organic Matter > 70%

Organic Carbon > 40%

- 1 Carbon/Nitrogen ratio 5:1
- 2 Nitrogen (total) 6 - 7%
- 3 Nitrogen (water soluble) < 0.5%
- 4 Phosphorus (P205) 1–4%
- 5 Potassium (K20) 0 – 2 %
- 6 pH level of 6.5 – 7.5.
- 7
- 8 Nutrients shall not be derived from or contain any urea, animal waste, animal by-
- 9 products or sewage material.
- 10
- 11 **END OF DIVISION 9**