

MASON COUNTY PUD NO. 1

MASON COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

LAKE ARROWHEAD WATER MAIN REPLACEMENT

FUNDED WITH FEDERAL FUNDS FROM THE
DRINKING WATER STATE REVOLVING FUND
PROJECT NO. DWL27176

G&O #22249
AUGUST 2024

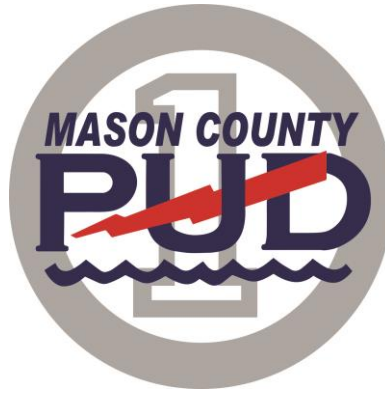


Gray & Osborne, Inc.
CONSULTING ENGINEERS

MASON COUNTY PUD NO. 1

MASON COUNTY

WASHINGTON



CONTRACT PROVISIONS

for

LAKE ARROWHEAD WATER MAIN REPLACEMENT



8/15/24

G&O #22249
AUGUST 2024



Gray & Osborne, Inc.
CONSULTING ENGINEERS



**PUBLIC NOTICE
INVITATION FOR BIDS**

LAKE ARROWHEAD WATER MAIN REPLACEMENT

ENGINEER'S ESTIMATE \$1,769,000

NOTICE IS HEREBY GIVEN THAT PUBLIC UTILITY DISTRICT No. 1 OF MASON COUNTY, WA,

does hereby invite bids from qualified, responsible bidders for Lake Arrowhead Water Main Replacement.

SUBMISSION DEADLINE:

SEALED proposals must be received at the Mason County PUD No. 1 main office located at 21971 North Highway 101, Shelton, WA 98584, by **3:00 p.m. PST on Monday September 30, 2024**, be addressed to "Brandy Milroy-Lake Arrowhead Water Main Replacement" and include amounts for furnishing the necessary labor, materials, equipment, and tools, thereof to construct the Lake Arrowhead Main Replacement. Contractor may submit the bid in person at the PUD office between 8:00 a.m. to 5:00 p.m. Monday through Friday. Alternatively, the Contractor may use the PUD drop box located outside the front office. The PUD makes no guarantee that bid packages submitted by mail will arrive prior to the bid deadline. Bidding documents for the project are prepared by Gray & Osborne and are available on the PUD's website: <https://mason-pud1.org/bids/> . All bid information, including addenda will be available on this site.

BID OPENING:

A public bid opening will be held on Monday September 30, 2024, at 3:30 PM PST over Zoom.

Join Zoom Meeting

<https://us02web.zoom.us/j/85483123620>

Meeting ID: 854 8312 3620

Proposals are to be submitted only on the form provided with the Bid Documents. All Proposals must be accompanied by a certified check, postal money order, cashiers check, or Proposal bond payable to the "Mason County PUD No. 1" and in an amount of not less than five percent (5%) of the total Proposal amount.

DISTRICT OPTION TO REJECT ALL BID PROPOSALS:

The District may, at its sole discretion, reject any or all bid proposals submitted. The District shall not be liable for any costs incurred in connection with the preparation and submittal of any bid proposal. The District reserves the right to waive any informality in a submitted proposal.

SCOPE OF WORK:

This project will include the replacement of a large portion of the Lake Arrowhead Water System water distribution main with approximately 10,950 linear feet of 6-inch HDPE water main along Arrowhead Drive

and all minor roads and cul-de-sacs along this route and the loop formed with West Satsop Cloquallum Road within the Lake Arrowhead Community. To date, approximately 7,450 feet of water main has already been replaced in a previous PUD project along Quinault Trail, Tulalip Trail, West Skokomish Trail, West Colville Trail, Arrowhead Drive, and Quillayute Trail, and thus will not be included for replacement in this project. The installation of the water main will also include the installation of fire hydrants along the routes as well as the replacement of water services that are being abandoned along with the existing asbestos concrete/PVC water main.

The Work shall be physically complete within 190 working days after the commencement date stated in the Notice to Proceed. Work must be completed between the dates of May 1st and September 31st. All bidding and construction are to be performed in compliance with the Contract Provisions and Contract Plans for this project and any addenda issued thereto that are on file at the office of Mason County PUD No. 1, Shelton, Washington.

For questions concerning bid documents, submittal requirements, or technical questions contact Brandy Milroy, Water Resource Manager at (360)877-5249 or brandym@mason-pud1.org.

PREPARATION AND CONTENT OF THE PROPOSAL:

Contractor must acknowledge receipt of any addenda (if applicable). The contractor is required to bid on the entirety of the Proposal. Contractors and Subcontractors must be **registered and active on Sam.gov to bid on this project.**

Pre-Bid Walk Through:

A **mandatory** pre-bid job walk is scheduled for Thursday September 19, 2024, and 10:00 am. The job walk will begin at the project site 71 W Star Lake Dr, Elma, WA 98541 promptly at 10:00 a.m. PST. Prospective bidders are required to participate.

Compliance with State & Federal Grantor Regulations:

This project is funded through the Washington State Drinking Water State Revolving Fund (DWSRF) program with federal funds from the Environmental Protection Agency. General contractors and all subcontractors must meet DWSRF requirements and provisions.

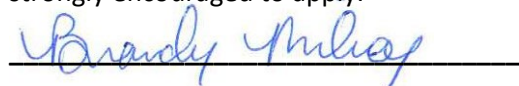
<https://www.doh.wa.gov/Portals/1/Documents/Pubs/331-586.pdf>

PREVAILING WAGE:

All contractors and subcontractors are required to pay the higher Federal Wage Rate (Davis Bacon) or Washington State prevailing wages. The applicable Davis Bacon Wage Determination number is WA20240053.

DISADVANTAGED BUSINESS ENTERPRISE:

Mason County PUD No. 1 is an equal opportunity employer; small, minority and women owned firms are strongly encouraged to apply.



Brandy Milroy, Water Resource Manager

CONTRACT PROVISIONS

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PART 1

BID DOCUMENTS

BIDDER'S CHECKLIST

1. REQUIRED FORMS

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

- a. Proposal (including Statement of Bidder's Qualifications) (Pages P-1 - P-7)
- b. Bid Deposit or Proposal Bond (PB-1)
- c. Attachment 3 Certification of Nonsegregated Facilities
- d. Bidder's List

2. SUPPLEMENTAL BIDDER CRITERIA

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

3. AGREEMENT FORMS

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

- a. Agreement (Pages A-1 - A-3)
- b. Performance Bond (Page B-1)
- c. Public Works Payment Bond (Page B-2)
- d. Certificate of Insurance
- e. Certificate of Builders Risk Insurance

LAKE ARROWHEAD WATER MAIN REPLACEMENT

PROPOSAL

Mason County PUD No. 1
21971 North Highway 101
Shelton, Washington 98584

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

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

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

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

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

The undersigned agrees that the Owner will Award the Contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner.

PROPOSAL - Continued

BASE BID:

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Mobilization, Cleanup and Demobilization	1 LS	\$ _____	\$ _____
2.	Minor Change	1 CALC	\$20,000.00	\$20,000.00
3.	Erosion Control	1 LS	\$ _____	\$ _____
4.	Project Temporary Traffic Control	1 LS	\$ _____	\$ _____
5.	Locate Existing Utilities	1 LS	\$ _____	\$ _____
6.	Additional Potholing	50 EA	\$ _____	\$ _____
7.	Clearing and Grubbing	1 LS	\$ _____	\$ _____
8.	Trench Excavation Safety Systems	1 LS	\$ _____	\$ _____
9.	6-Inch IPS HDPE SDR 11 Water Main and Fittings (Incl. Bedding)	10,950 LF	\$ _____	\$ _____
10.	6-Inch Gate Valves	10 EA	\$ _____	\$ _____
11.	Fire Hydrant Assembly	23 EA	\$ _____	\$ _____
12.	Additional Fittings	1,500 LB	\$ _____	\$ _____
13.	6-Inch Tapping Tee and Valve	1 EA	\$ _____	\$ _____
14.	8-Inch Tapping Tee and Valve	1 EA	\$ _____	\$ _____
15.	2-Inch Combination Air and Vacuum Release Valve	1 EA	\$ _____	\$ _____
16.	Controlled Density Fill	10 CY	\$ _____	\$ _____
17.	Removal of Unsuitable Material (Trench)	10 CY	\$ _____	\$ _____
18.	Sawcutting	1,300 LF	\$ _____	\$ _____

PROPOSAL - Continued

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
19.	HMA Cl. 1/2" PG 58H-22, Trench Repair	80 TN	\$ _____	\$ _____
20.	Crushed Surfacing Top Course	2,920 TN	\$ _____	\$ _____
21.	Bank Run Gravel for Trench Backfill	5,300 TN	\$ _____	\$ _____
22.	Site Restoration and Rehabilitation	1 LS	\$ _____	\$ _____
23.	Connection to Existing System	20 EA	\$ _____	\$ _____
24.	3/4-Inch Water Service Connection	165 EA	\$ _____	\$ _____
25.	1-Inch Dual Meter Water Service Connection	5 EA	\$ _____	\$ _____
26.	Electrofuse HDPE for Unforeseen Utility Conflicts	20 EA	\$ _____	\$ _____
27.	Cut and Cap Unforeseen Water Services	100 EA	\$ _____	\$ _____
Subtotal:.....				\$ _____
Washington State Sales Tax (8.6%):.....				\$ _____
TOTAL CONSTRUCTION COST:				\$ _____

Note: A bid must be received on all items.

PROPOSAL - Continued

STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: _____

Address: _____

Telephone No. _____ Fax No. _____

Contact Person for this Project: _____

E-mail: _____

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

WORK TO BE COMPLETED BY BIDDER

List the Work and the dollar amount thereof that the Bidder will complete with its forces, if awarded the contract.

Work to be Performed	Dollar Amount

PROPOSAL - Continued

PROPOSED SUBCONTRACTORS (Per RCW 39.30.060)

In accordance with RCW 39.30.060, 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.

These subcontractors must be listed below along with the work to be performed. This information must be provided with the Proposal or within one hour after the published bid submittal time for the work of heating, ventilation, air conditioning, plumbing and electrical. This information must be provided with the Proposal or within 48 hours after the published bid submittal time for the work of structural steel and rebar installation.

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 _____

Bidders 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.

PROPOSAL - Continued

ADDENDA RECEIVED

Addendum No.	Date Received	Name of Recipient

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

Subject to any extensions of the Contract Time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within 190 working days (the Substantial Completion Date) and to physically complete the Work required under this contract within 200 working days (the Physical Completion Date) from when Contract Time begins.

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

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

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

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

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

PROPOSAL - Continued

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

1. That the undersigned person(s) or entity(ies) has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**INSERT 1ST AD DATE**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Sincerely,

_____ Date
Sign Name

By: _____ Location Executed (City, State or County)
Print Name, Title

Print Company Name

Amount of Proposal deposit: \$ _____ Check No. _____,

or Proposal bond in the amount of \$ _____

_____, issued through _____
Name of Bank/Bonding Company

located at _____
Mailing Address

Telephone Number of Bank/Bonding Company

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

of _____ as principal, and the _____

a corporation duly organized under the laws of the state of _____,
_____ and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the **MASON COUNTY PUD NO. 1** in the full and penal sum of five percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

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

LAKE ARROWHEAD WATER MAIN REPLACEMENT

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

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the **MASON COUNTY PUD NO. 1** within a period of 10 days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

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

(Principal)

(Surety)

(Attorney-in-fact)

ATTACHMENT 3

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature

Date

Name and title of signer (please type)

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

PART 2

AGREEMENT AND BONDS



AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Effective Date of this Contract is:	
<u>The Parties to this Contract are:</u>	
The “Owner”	Mason County Public Utility District No. 1
The “Contractor”	
Project Name:	
The “Architect” or “Engineer:”	
The “Work:”	See “Scope of Work,” Exhibit <u>A</u>
Alternates included in the Contract Sum:	
Contract Sum for the Work: <i>(not including sales tax)</i>	\$
Payments: <i>(check one)</i>	<input type="checkbox"/> The Owner will make a single payment to the Contractor within thirty (30) days of Final Acceptance. <input type="checkbox"/> See Supplemental Conditions
Date of Substantial Completion of the Work:	
Date of Final Completion of the Work:	___ days after Substantial Completion
Liquidated Damages:	\$___ per day for each calendar day beyond the Contract Time that Substantial Completion is not achieved.
Owner’s Permit Responsibilities:	
Unit Prices:	
<u>Minimum Required Insurance:</u>	
Commercial General Liability:	At least \$1 million per occurrence and general aggregate.
Automobile Liability:	At least \$1 million
Workers’ Compensation (industrial insurance):	At least the State statutory amount
Employer’s Liability:	At least \$1 million
Aircraft Liability:	At least \$5 million
Watercraft Liability:	At least \$1 million
Property Insurance:	Full insurable value
Boiler and Machinery Insurance:	
Additional Insureds:	Mason County PUD No. 1

The Owner and Contractor agree as set forth below.

ARTICLE 1: THE WORK. The Contractor shall fully execute and complete the entire Work described in the Contract Documents, including the Alternates listed above.

ARTICLE 2: COMMENCEMENT AND SUBSTANTIAL AND FINAL COMPLETION.

2.1 The date of commencement of the Work is the date of this Agreement. The Contract Time is measured

from the date of commencement to the date of Substantial Completion specified above, as it may be adjusted under the Contract Documents.

2.2 The Contractor shall achieve Substantial Completion and Final Completion of the entire Work within the dates specified above, subject to adjustments of the Contract Time as provided in the Contract Documents.

ARTICLE 3: THE CONTRACT SUM. The Owner shall pay the Contractor the Contract Sum for the Contractor's performance of this Contract, subject to additions and deductions as provided in the Contract Documents. Sales tax is not included in the Contract Sum.

ARTICLE 4: PAYMENT. The Owner will pay the Contractor within *thirty (30) days* of receipt of an approved Application for Payment in accordance with this Contract. Retainage will be released in accordance with statutory requirements.

ARTICLE 5: PERMITS AND FEES.

5.1 The Owner will secure and pay for only those governmental permits, approvals, fees, licenses, inspections, governmental charges and inspection fees listed on the cover page.

5.2 The Contractor shall secure and pay for all other governmental permits, approvals, fees, licenses, inspections, governmental charges and inspection fees required for the prosecution of the Work.

ARTICLE 6: ENUMERATION OF CONTRACT DOCUMENTS.

6.1 The Contract Documents form this Contract. This Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and a Subcontractor of any tier, between any Architect and the Contractor, or between any persons or entities other than the Owner and the Contractor.

6.2 The Contract Documents are enumerated as follows and, in the event of a conflict or discrepancy among or in the Contract Documents, interpretation shall be governed in the following order of priority:

1. Agreement
2. Prevailing wage rates set by L&I as of the bid date for Mason County (available at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>)
3. General Conditions
4. Scope of Work (See **Exhibit A**)
5. Drawings and Specifications (Refer to Bid Package)

OWNER

By _____
(Signature)

(Printed name and title)

CONTRACTOR

By _____
(Signature)

(Printed name and title)

GENERAL CONDITIONS

ARTICLE 7 THE CONTRACT DOCUMENTS

7.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contractor's performance shall be consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

7.2 "Work" means the construction and services required by the Contract Documents and includes all labor, materials, equipment and services to be provided by the Contractor to fulfill its obligations.

7.3 If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall report it to the Owner in writing at once. The Contractor shall not proceed with the affected Work until it receives a written interpretation or clarification from the Owner.

ARTICLE 8 ADMINISTRATION OF THE CONTRACT

8.1 The Owner will provide administration of the Contract. If an Architect or Engineer is also involved, its duties beyond those addressed in these General Conditions will be described in an attachment to this Contract.

8.2 Authority. The Owner must approve in writing all changes in the Contract Sum or Contract Time as well as all Change Orders, Construction Change Directives, and payments to the Contractor. The Owner will make any modification or release of any requirement of the Contract Documents, or any approval or acceptance of any portion of the Work, whether or not executed in accordance with the Contract Documents, exclusively in writing.

8.3 Rejection of Work. The Owner may reject Work that, in its opinion, does not conform to the Contract Documents. If the Contractor fails to correct Work that is not in accordance with the Contract Documents or fails to carry out the Work in accordance with the Contract Documents, the Owner may order the Contractor in writing to stop the Work, or any portion thereof, until the cause for that order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right.

8.4 Site Access. The Owner shall have access to and may visit the Work site at intervals it considers appropriate to the stage of the Work to become generally familiar with the progress and quality of the completed Work, but the Owner will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

8.5 Submittals. The Contractor shall review, approve and submit to the Owner with reasonable promptness shop drawings, product data, samples and similar submittals required by the Contract Documents. The Owner will review and approve or take other appropriate action upon the Contractor's submittals for the limited purpose of checking for conformance with information given and the design concept expressed by the Contract Documents. The Work shall be in accordance with approved submittals. The Owner's review and approval does not relieve the Contractor of responsibility for compliance with the Contract Documents. The Contractor shall submit to the Owner any proposed change to or deviation from previously approved documents or submittals.

ARTICLE 9 THE CONTRACTOR

9.1 Using its best skill and attention, the Contractor shall perform, supervise and direct the Work. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures and personnel, for safety, and for coordinating all portions of the Work under this Contract. The Contractor shall provide and pay for all labor, materials, equipment, tools and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

9.2 Subcontractors. A "Subcontractor" is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the site or to supply materials or equipment. A "Subcontractor of any tier" includes Subcontractors and lower-level subcontractors and suppliers.

9.2.1 Identification. As soon as practicable and no later than *fourteen (14) days* after award of this Contract, the Contractor shall confirm to the Owner in writing the names of the Subcontractors for each portion of the Work.

9.2.2 Subcontracts. Contracts between the Contractor and Subcontractors shall require each Subcontractor to be bound to the Contractor by the terms of the Contract Documents for the Work to be performed by the Subcontractor and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by the Contract Documents, assumes toward the Owner.

9.2.3 **Payment.** The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work for which the Owner has paid (including, but not limited to, workers and Subcontractors). The Contractor shall furnish to the Owner releases of liens and claims and other documents that the Owner requests from time to time to evidence such payment (and discharge). Nothing in the Contract Documents shall obligate the Owner to pay or to cause the payment of any moneys due to any Subcontractor of any tier or other person or entity, except as may otherwise be required by law or regulation.

9.3 **Workers.** The Contractor shall enforce strict discipline and good order among persons carrying out the Work and shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. At no change to the Contract Sum or Contract Time, the Owner may provide written notice requiring the Contractor to remove from the Work any employee or other person carrying out the Work that the Owner considers objectionable.

9.4 **Warranty.** The Contractor warrants that materials and equipment furnished under this Contract will be of good quality and new, that the Work will be performed in a workmanlike manner, free from defects not inherent in the quality required, and that the Work will conform with the requirements of the Contract Documents.

9.5 **Progress Schedule.** Within *fourteen (14) days* of execution of this Contract, the Contractor shall submit a schedule of the Work to the Owner ("Progress Schedule"). The Contractor will be responsible for planning, scheduling, managing, and reporting the progress of the Work in accordance with all of the specific methods and submittals described in the Contract Documents. The Contractor shall use the Progress Schedule (as updated) to plan, coordinate, and prosecute the Work in an orderly and expeditious manner.

9.6 **Clean-Up.** The Contractor shall keep the site and surrounding area free from accumulation of waste materials caused by operations under the Contract.

9.7 **Indemnification.**

9.7.1 Subject to the following conditions and to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and its agents, employees, consultants, successors and assigns (together, the "Indemnified Parties") from and against all claims, damages, losses and expenses, direct and indirect, or consequential, including but not limited to costs, attorneys' fees, and other litigation expenses incurred on such claims and in proving the right to indemnification, arising out of or resulting from the performance of the Work by or any act or omission of the Contractor, its agents, any Subcontractor of any tier, and anyone directly or indirectly employed by them (together, the "Indemnitor").

.1 The Contractor will fully indemnify and defend the Indemnified Parties for the sole negligence of the Indemnitor.

.2 The Contractor will indemnify and defend the Indemnified Parties for the concurrent negligence of the Indemnitor only to the extent of the Indemnitor's negligence. The Contractor agrees to being added by the Owner as a party to any mediation, arbitration or litigation with third parties in which the Owner alleges indemnification or contribution from the Indemnitor. The Contractor agrees that all of its Subcontractors of any tier will similarly stipulate in their subcontracts. To the extent a court or arbitrator strikes any portion of this indemnification provision for any reason, all remaining provisions shall retain their vitality and effect.

9.7.2 After mutual negotiation of the parties, the indemnification obligation shall not be limited by the amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts in claims by an employee of the Contractor or a Subcontractor of any tier against any person or entity indemnified under this Paragraph 9.7. For the sole purpose of effecting the indemnification obligations under this Contract and not for the benefit of any third parties unrelated to the Owner, the Contractor specifically and expressly waives any immunity that may be granted it under Title 51 RCW, "Industrial Insurance." IF THE CONTRACTOR DOES NOT AGREE WITH THIS WAIVER, IT MUST PROVIDE A WRITTEN NOTICE TO THE OWNER PRIOR TO THE DATE FOR THE RECEIPT OF BIDS, OR THE CONTRACTOR WILL BE DEEMED TO HAVE NEGOTIATED AND WAIVED THIS IMMUNITY.

9.8 **Records.** The Contractor shall maintain and preserve books, ledgers, records, estimates, correspondence, logs, schedules, electronic data and other documents relating or pertaining to the costs and/or performance of the Contract ("records"). Within *seven (7) days* of the Owner's request, the Contractor shall make available at the Contractor's office all records for inspection, audit and reproduction (including electronic reproduction) by the Owner's representatives. These requirements apply to each Subcontractor of any tier. The Contractor agrees, on behalf of itself and Subcontractors of any tier, that the invocation of any rights under RCW 42.56 shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the Owner.

9.9 **Compliance with Law.** The Contractor, its employees, Subcontractors of any tier and representatives, shall comply with all applicable laws, ordinances, statutes, rules and regulations, federal and state, county and municipal.

9.9.1 **Prevailing Wages.** The Contractor shall comply with all applicable provisions of RCW 39.12, including but not limited to submission of approved "Statements of Intent to Pay Prevailing Wage," payment of all Labor & Industries' fees, submission and posting of approved "Statements of Intent to Pay Prevailing Wages" and payment of prevailing wages. The State of Washington prevailing wage rates applicable for this public works project, which is located in Mason County, may be found at the following website

address of the L&I: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. The Contractor shall keep a paper copy at the Project site.

9.9.2 Hours of Labor. The Contractor shall comply with all applicable provisions of RCW 49.28.

9.9.3 Worker's Right to Know. The Contractor shall comply with RCW 49.70 and WAC 296-62-054 regarding workplace surveys and material safety data sheets for "hazardous" chemicals at the Project site.

ARTICLE 10 CONSTRUCTION BY THE OWNER OR BY SEPARATE CONTRACTORS

10.1 The Owner may perform construction or operations related to the Project with its own forces and may award separate contracts in connection with other portions of the Project or other construction or operations on the site under contractual conditions consistent with those of the Contract Documents.

10.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations.

ARTICLE 11 CHANGES IN THE WORK

11.1 The Owner, without invalidating this Contract, may order changes in the Work consisting of additions, deletions or modifications ("Changes"), and the Contract Sum and Contract Time will be adjusted accordingly. Changes in the Work, in the Contract Sum and/or in the Contract Time shall be authorized only by written Change Order signed by the Owner and the Contractor or by written Construction Change Directive signed by the Owner.

11.1.1 Change Orders. A Change Order is a written instrument signed by the Owner and the Contractor stating their agreement upon a change in the Work, the amount of any adjustment in the Contract Sum, and the extent of any adjustment in the Contract Time.

11.1.2 Construction Change Directives. A Construction Change Directive is a written order prepared and signed by the Owner that directs a change in the Work and states a proposed basis for any adjustment in the Contract Sum and/or Contract Time. It is used in the absence of total agreement on the terms of a Change Order. The Contractor shall promptly proceed with the change in the Work described in the Construction Change Directive. As soon as possible, and within *seven (7) days* of receipt, the Contractor shall advise the Owner in writing of the Contractor's agreement or disagreement with the cost or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

11.2 Costs of Changes and Claims. If the parties cannot agree on the cost or credit to the Owner from a Construction Change Directive or other Change in the Work, the Contractor and all affected Subcontractors of any tier shall keep and present an itemized accounting with supporting data. The total cost of any Change or Claim shall be limited to the reasonable value of the direct labor costs, material costs, construction equipment usage costs for the actual time equipment appropriate for the Work is used solely on the Change in the Work, the cost of any change in insurance, Subcontractor costs, and a fee for all combined overhead and profit, including impact costs of any kind, limited to twelve percent (12%) of the cost for any materials or work performed by the forces of the Contractor or a Subcontractor and eight percent (8%) of amounts due to Subcontractors.

11.3 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site that are (1) concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found and generally recognized as inherent in activities of the character provided for in the Contract Documents, then the Contractor shall give written notice to the Owner promptly before conditions are disturbed and in no event later than *seven (7) days* after the first observance of the conditions. The Contractor shall make any Claim arising from such condition in accordance with the dispute resolution procedures of Article 19.

ARTICLE 12 TIME

12.1 Delay.

12.1.1 Time. If the Work is delayed by changes ordered in the Work, unanticipated general labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any other causes beyond the Contractor's control, then the Contract Time shall be extended by Change Order to the extent the critical path is affected.

12.1.2 Damages. The Contractor and Sub-contractors shall be entitled to damages for delay only where the Owner's actions or inactions were the actual, substantial cause of the delay and where the Contractor could not have reasonably avoided the delay by the exercise of due diligence.

12.1.3 **Contractor Delay.** If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

12.2 Completion and Liquidated Damages. The timely completion of the Project is essential to the Owner. The Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. The Contractor is responsible for actual damages for delay unless an amount is inserted on the cover page for liquidated damages, in which case the liquidated damage amount shall apply. Liquidated damages shall not be affected by partial completion, occupancy, or beneficial occupancy.

ARTICLE 13 PAYMENTS AND COMPLETION

13.1 Payments. Payment shall be made as provided in this Contract, including any Supplemental Conditions.

13.2 Withheld Payment. The Owner may withhold payment in whole or in part, or it may nullify the whole or part of a payment previously issued, on account of (1) defective Work not remedied, (2) claims or liens filed by third parties, (3) failure of the Contractor to make payments due to Subcontractors or for labor, materials or equipment, (4) damage to the Owner or another contractor, (5) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (6) reasonable evidence that the unpaid balance would not be adequate to cover actual or liquidated damages for delay for which the Contractor is responsible, (7) failure to carry out the Work in accordance with the Contract Documents, or (8) liquidated damages. The Owner will provide the Contractor with written notice of its intent to implement this provision and provide details supporting the Owner's intention. The Contractor will be afforded reasonable time following receipt of such notice to respond to or correct the circumstances provoking this action by the Owner.

13.3 Substantial Completion.

13.3.1 Substantial Completion is the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully utilize the Work (or a designated portion) for its intended use. All Work other than incidental corrective or punchlist work and final cleaning shall have been completed. The Work is not Substantially Complete if all systems and parts affected by the Work are not usable, any required occupancy or use permit has not been issued, or if utilities affected by the Work are not connected and operating normally. The fact that the Owner may use or occupy some or all of the Work does not indicate that the Work is Substantially Complete, nor does it toll or change any liquidated damages due the Owner.

13.3.2 When the Contractor believes that the Work has achieved Substantial Completion, it shall notify the Owner in writing. When the Owner agrees, it will issue a Certificate of Substantial Completion.

13.3.3 Immediately before any occupancy, the Owner will schedule an inspection tour of the area to be occupied. Representatives of the Owner and the Contractor will jointly tour the area and record items still remaining to be finished and/or corrected. The Contractor shall promptly supply and install any such items as well as items missed by the inspection but required or necessary for Final Completion as a part of the Contract Sum.

13.4 Final Completion. After the Contractor has notified the Owner that the Work has been concluded, and the Contractor has submitted the items listed below as may be required at the discretion of the Owner, the Owner will determine in writing that Final Completion has occurred.

- .1 A final Application for Payment.
- .2 An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible or encumbered, have been paid or otherwise satisfied.
- .3 Consent of surety to final payment.
- .4 A certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner.
- .5 A written statement that the Contractor knows of no substantial reason why the insurance will not be renewable to cover the period required by the Contract Documents.
- .6 Other data establishing payment or satisfaction of or protection (satisfactory to the Owner) against all obligations, such as receipts, releases and waivers of liens and claims.
- .7 Pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from the Contractor and from each Subcontractor certified by the Industrial Statistician of the Department of Labor and Industries, with the fees paid by the Contractor or Subcontractor.

- .8 A certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this Project.
- .9 Pursuant to RCW 60.28.020, certificates from the Department of Revenue and the Department of Labor and Industries.
- .10 Pursuant to RCW 50.24, a certificate from the Department of Employment Security.
- .11 All deliverables required by the Contract Documents.
- .12 A certification that the materials in the Work are "lead-free" and "asbestos free."
- .13 A legible hard copy of the as-built drawings.

13.5 Final Acceptance and Final Payment.

13.5.1 Pursuant to RCW 60.28, completion of the contract Work shall occur after Final Completion has been achieved and the Owner has formally accepted the Project ("Final Acceptance"). Final Payment shall not become due until after Final Acceptance.

13.5.2 If any Subcontractor of any tier refuses to furnish a release or waiver required by the Owner, the Owner may retain an amount to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than one hundred fifty percent (150%) of the claimed amount. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

13.6 Waivers.

13.6.1 Final Payment by the Owner. The making of final payment constitutes a waiver of claims by the Owner except those arising from (1) liens, claims, security interests, or encumbrances arising out of the Contract and unsettled; (2) failure of the Work to comply with the requirements of the Contract Documents; (3) Work subsequently found to be substandard and/or deficient; or (4) terms of warranties required by the Contract Documents or law.

13.6.2 Final Payment to the Contractor. Acceptance of final payment by the Contractor constitutes a waiver of Claims except those previously made in writing and specifically identified as unsettled on the final Application for Payment.

13.6.3 Change Orders. The execution of a Change Order constitutes a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order.

13.6.4 Reservation of Rights. If the Contractor adds to a Change Order, a Construction Change Directive, or any other document a reservation of rights that has not been initialed by the Owner, any amounts previously agreed shall be considered disputed and not yet payable unless the costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and initialed by the Owner.

13.6.5 Failure to Exercise. The Owner's failure to exercise any of its rights under this Contract shall not constitute a waiver of any past, present or future right or remedy. Any waiver by the Owner of any right or remedy under this Contract must be in writing and shall apply only to the right or remedy specified.

13.7 Warranty of Title. The Contractor warrants and guarantees that title to the Work, materials and equipment covered by an Application for Payment, whether or not incorporated in the Project, will pass to the Owner no later than the time of payment, free and clear of liens.

ARTICLE 14 **PROTECTION OF PERSONS AND PROPERTY**

14.1 The Contractor shall be solely responsible, and the Owner shall not have responsibility, for all aspects of safety related to this Contract or the Work, including initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, persons or property.

14.2 The Contractor shall promptly remedy to the Owner's satisfaction damage or loss to property at the site caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except for damage or loss attributable to acts or omissions of the Owner or by anyone for whose acts the Owner may be liable that are not attributable to the fault or negligence of the Contractor or a Subcontractor of any tier.

14.3 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl, unless identified as such in the Contract Documents.

ARTICLE 15 INSURANCE AND BONDS

15.1 The Contractor shall, at its own cost, purchase from a company or companies authorized to do business in the State of Washington possessing a Best's policyholder's rating of A- or better and a financial rating of no less than VII, and reasonably acceptable to the Owner, and maintain during the life of this Contract, at least the following insurance. The Contractor shall also cause its Subcontractors of any tier to secure and maintain at least the following insurance. The insurance shall be in force at the time the Work is commenced and shall remain in force until Substantial Completion, unless a later date is specified below.

15.1.1 Contractor's Liability Insurance. The Contractor shall purchase and maintain an occurrence-based Commercial General Liability Insurance Policy and such other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents, whether to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefits and other similar employee benefit acts, as required by the laws of the state of Washington, including Contingent Employers Liability (Stop Gap) for all employees of the Contractor and Subcontractors;

.2 If there is an exposure for injury to Contractor's or subcontractors' employees under the United States Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, or any similar laws, regulations or statutes, coverage shall be included for such injuries or claims.

.3 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees and of any person other than the Contractor's employees;

.4 Claims for damages insured by personal injury liability coverage that are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason.

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

.6 Claims arising out of operation of laws or regulations for damages because of bodily injury or death of any person or for damage to property;

.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle, including coverage for Owned Motor Vehicles, Non Owned Motor Vehicles and Hired or Borrowed Motor Vehicles; and

.8 The comprehensive general liability insurance required by this paragraph must include contractual liability insurance applicable to Contractor's obligations under Paragraph 9.7.

15.1.2 Property Insurance. Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to any deductible amounts that may be provided in the Contract Documents). This insurance shall include the interest in the Work of the Owner, Contractor, Subcontractors of any tier, any Architect and consultants, all of whom shall be listed as insureds or primary, non-contributing additional insured parties. Additional insured status shall be evidenced by internal policy provision or by separate external endorsement. This insurance shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including, without duplication of coverage, theft, vandalism and malicious mischief, collapse, false work and water damage, temporary buildings and debris removal (including demolition occasioned by enforcement of any applicable legal requirements), and such other perils as may be provided in the Contract Documents, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Contract Documents, the Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The Owner shall bear no responsibility for such portions of the Work or the consequences of their damage or loss.

15.1.3 Boiler and Machinery Insurance. The Contractor shall purchase and maintain such boiler and machinery insurance for applicable equipment utilized or contained in the Work, which will include the interests in the Work of the Owner, Contractor, Subcontractors, any Architect, and consultants, all of whom shall be listed as insured or additional insured parties.

15.1.4 Aircraft/Watercraft Insurance. If the performance of the Work requires the use of any aircraft that are owned, leased, rented, or chartered by the Contractor or any of its Subcontractors, the Contractor shall secure and maintain Aircraft Liability Insurance for property damage and bodily injury, including passengers and crew. If the performance of the Work requires the use of any watercraft that are owned, leased, rented or chartered by the Contractor or any of its subcontractors, the Contractor shall secure and maintain Watercraft Liability insurance for property damage and bodily injury.

15.3 The Owner's specification or approval of insurance in this Contract or of its amount shall not relieve, limit or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts or additional insurance.

15.4 Waiver of Rights

15.4.1 The Owner and Contractor waive all rights against each other for losses and damages caused by any of the perils covered by the policies of insurance provided in response to Paragraphs 15.1.2 and 15.1.3 and any other property insurance applicable to the Work, and also waive such rights against the Subcontractors, Architect, consultants and other parties named as insureds in such policies for losses and damages so caused. Each subcontract between the Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of the Owner, Contractor, Architect, consultants and all other parties named as insureds. None of these waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by the Owner as Trustee or otherwise payable under any policy so issued.

15.4.2 The Owner and Contractor intend that any policies provided in response to Paragraphs 15.1.2 and 15.1.3 shall protect the parties insured and provide primary coverage for losses and damages caused by the perils covered thereby. Accordingly, such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by the Architect or its consultant, the Owner will obtain the same, and if such waiver forms are required of any Subcontractor, the Contractor will obtain the same.

15.5 Any insured loss under the policies of insurance required by Paragraphs 15.1.2 and 15.1.3 will be adjusted with the Owner and made payable to the Owner as Trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. The Owner shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Contract Modification or Written Amendment, or be a separate contract, at the Owner's option.

15.6 Endorsements.

15.6.1 The Owner, its officer and employees shall be named as a primary, non-contributing additional insured and coverage shall apply on a primary and non-contributory basis on such policies other than Workers' Compensation. Additional insured status shall be evidenced by internal policy provision or by separate external endorsement. Policies shall contain a provision that the Owner shall be given *thirty (30) days'* written notice by certified mail before cancellation of any insurance or reduction of the amount thereof, or any alteration, modification, restriction or material change thereto. No such cancellation, reduction, alteration, modification, restriction or material change in any policy shall relieve the Contractor of its obligation to maintain coverages in accordance with the Contract Documents.

15.6.2 All insurance policies to be maintained by the Contractor shall provide for Waiver of Subrogation in favor of the Owner.

15.6.3 All insurance policies, except Workers' Compensation, to be maintained by the Contractor shall provide Severability of Interests or Cross Liability Clause and provide that the insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by the Owner.

15.7 Certificates evidencing that satisfactory coverage of the type and limits set forth in the Contract Documents shall be furnished to the Owner in a form acceptable to the Owner and shall contain provisions consistent with Paragraph 15.6.

15.8 Irrespective of the requirements of the Contract Documents as to insurance to be carried by the Contractor, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing, shall not be held to relieve the Contractor of any of its obligations.

15.9 The Contractor shall defend, indemnify and hold the Owner harmless from any failure of the Contractor or its Subcontractors of any tier to secure and maintain insurance as required by this Contract.

**ARTICLE 16
CORRECTION OF WORK**

16.1 The Contractor shall promptly correct Work rejected or failing to conform to the requirements of the Contract Documents at

any time through a period of *one (1) year* from the date of Substantial Completion of this Contract or by terms of a longer manufacturer's warranty or an applicable special warranty required by the Contract Documents.

16.2 If the Contractor fails to carry out or correct Work that is not in accordance with the Contract Documents, the Owner may, by written order, require the Contractor to stop the Work or any portions thereof until the cause for the order has been eliminated, and the Owner may take over and correct some or all of the non-conforming Work at the Contractor's cost.

16.3 Nothing in this Article shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents.

ARTICLE 17 MISCELLANEOUS PROVISIONS

17.1 Applicable Law. This Contract shall be governed by the internal law of the State of Washington, without regard to its choice-of-law provisions.

17.2 Compliance with Law. The Contractor shall give notices and comply with applicable laws, rules, regulations and orders of public authorities, including but not limited to RCW 39.06 and RCW 18.27 (Registration), RCW 49.60 (Discrimination), RCW 70.92 (Aged and Handicapped Persons), WAC 296-155 (Safety Standards), RCW 50.24 (Unemployment Compensation), RCW 51 (Industrial Insurance); RCW 82 (State Excise Tax Registration), RCW 39.12.065(3) (prevailing wage violations), Drug-Free Workplace Act of 1988 (Drug-Free Workplace) and RCW 49.26 (any asbestos removal).

17.3 Assignment. The Contractor shall not let, assign or transfer this Contract, or any interest in it or part of it, without the written consent of the Owner.

17.4 The Owner's Site Rules. The Contractor shall comply with the Owner's site and conduct rules.

17.5 Survival of Clauses. The warranty, dispute resolution, and indemnification provisions of this Contract shall survive the termination, cancellation or expiration of this Contract.

17.6 Writing Required. No addition to or modification of this Contract or waiver of any provisions of this Contract shall be binding on either Party unless explicitly made in writing and executed by the Contractor and the Owner.

17.7 Safety Standards. Contractor shall comply with require adequate safety systems for the trench excavation that meet the requirements of the Washington industrial safety and health act, chapter 49.17 RCW. The Contractor shall comply with pertinent provisions of Chapter 296-155 WAC, "Safety Standards for Construction Work," including without limitation trench safety requirements of RCW 39.04.180.

ARTICLE 18 TERMINATION OF THE CONTRACT

18.1 Termination for Cause by the Contractor. If the Owner fails to make payment of undisputed amounts for a period of *sixty (60) days* through no fault of the Contractor, the Contractor may, upon *seven (7) additional days'* written notice (during which time the Owner has the right to cure), terminate the Contract and recover from the Owner payment for all Work executed in accordance with the Contract Documents.

18.2 Termination for Cause by the Owner. The Owner may, upon *seven (7) days'* written notice to the Contractor, terminate without prejudice the whole or any portion of the Work for cause, including but not limited to the Contractor's material breach of this Contract; failure to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time; failure to supply a sufficient number of properly skilled workers or proper materials; material disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or being adjudged bankrupt, making a general assignment for the benefit of its creditors, or having a receiver appointed on account of the Contractor's insolvency.

18.3 Termination for Convenience by the Owner. The Owner may, at any time upon *seven (7) days'* written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for the convenience of the Owner. The Owner shall be liable to Contractor only for the amount reasonably incurred to date and due under Article 13 for the performance of the Work terminated and other pre-approved costs, consistent with the Paragraph 11.2, necessary and reasonably incurred in connection with the termination of the Work.

18.4 Effects of Termination.

18.4.1 The total sum to be paid to the Contractor under this Article 18 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made.

18.4.2 Unless the Owner directs otherwise, after receipt of a notice of termination by the Owner, the Contractor shall promptly stop Work as specified in the notice of termination; place no further orders or subcontracts, except as necessary for completion of non-terminated Work; procure cancellation of all orders and subcontracts to the extent related to the performance of terminated Work; assign to the Owner all of the right, title and interest of the Contractor under all orders and subcontracts; with the Owner's approval, settle outstanding liabilities and claims arising out of such termination of orders and subcontracts not assigned to the Owner; transfer title and deliver to the entity or entities designated by the Owner the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work; take such action as may be necessary or as directed by the Owner to preserve and protect the Work and property related to the Project in the possession of the Contractor in which the Owner has an interest; and continue performance only to the extent not terminated.

18.5 Suspension. The Owner may, at its option and at any time, suspend the Contractor's performance of some or all of the Work. The Owner will give the Contractor notice of any such suspension, including the scope of the suspension and the Owner's estimate of the duration of such suspension. During the period of suspension, the Contractor shall use its best efforts to minimize costs associated with such suspension and to protect and maintain the Work. As full compensation for any such suspension, the Contractor will be eligible for an equitable adjustment, which shall not include consequential or indirect damages. Upon receipt of the Owner's notice to resume the suspended performance, the Contractor shall immediately resume performance to the extent required in the notice.

ARTICLE 19 DISPUTE RESOLUTION

19.1 All claims, disputes and other matters in question of the Contractor, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof ("Claims") shall be decided exclusively by the following dispute resolution procedure. Failure to comply with the requirements of this Article 19 shall constitute waiver of the Claim.

19.2 Notice of Claim. The Contractor shall submit notice of all Claims to the Owner in writing within *seven (7) days* of the event giving rise to them and shall include a reasonable description of the event and its probable effect.

19.3 Claim Submission. Within *thirty (30) days* of the effective date of submitting the notice in Paragraph 19.2, the Contractor shall provide the Owner with a written Claim that includes a clear description of the Claim, all changes in cost and in time (direct, indirect, impact, consequential, and otherwise) to which the Contractor and Subcontractors of any tier are entitled, and data supporting the Claim. No act, omission, or knowledge, actual or constructive, of the Owner or any Architect shall in any way be deemed to be a waiver of the requirement for a timely written notice and a timely written Claim unless the Owner and the Contractor sign an explicit, unequivocal written waiver.

19.4 Effective Date. Unless otherwise specified in the Contract Documents, the effective date of any notice or request given in connection with this Contract shall be the date on which it is delivered to the Owner.

19.5 Informal Resolution. The Owner will make a determination of the Claim submitted. If the Contractor disagrees with the determination and wishes to pursue the Claim further, the Contractor must, within *fourteen (14) days* of receipt of the determination, provide the Owner with a written request that a representative of the Contractor, any Architect, and the Owner meet, confer, and attempt to resolve the claim. This meeting will then take place at mutually convenient time and place within *fourteen (14) days* of the Contractor's request.

19.6 Mediation. The Contractor may not bring any litigation against the Owner unless the Claim is first subject to mediation under the Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. To initiate the mediation process, the Contractor shall submit a written mediation request to the Owner within *thirty (30) days* after the meeting undertaken in Paragraph 19.5. If the parties are unable to agree to a mediator within *thirty (30) days* after the Owner's receipt of the written request for mediation, either party may submit a request for mediation to the AAA. An officer of the Contractor and the General Manager or designee of the Owner, both having full authority to settle the Claim, must attend the mediation session. To the extent there are other parties in interest, such as Subcontractors and insurers, their representatives, with full authority to settle the Claim, shall also attend the mediation session. All unresolved Claims in the Project shall be considered at a single mediation session that shall occur prior to Final Acceptance by Owner.

19.7 Litigation. The provisions of Paragraphs 19.1, 19.2, 19.5, and 19.6 are each a condition precedent to the Contractor bringing litigation. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has strictly complied with the time limits of the Contract Documents, and litigation is served and filed within *120 days* after the Date of Substantial Completion as designated in writing by the Owner. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. The pendency of mediation shall toll this filing requirement.

19.8 Maintenance of Responsibilities. The parties shall diligently carry on their respective obligations and responsibilities and maintain the Progress Schedule during any dispute resolution proceedings, unless otherwise agreed by both parties in writing.

19.9 Waiver. The requirements of this Article 19 cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. The fact that the Owner and the Contractor may continue to discuss or negotiate a Claim that has or may have been defective or untimely under the Contract Documents shall not constitute waiver of the provisions of the Contract Documents unless the Owner and Contractor sign an explicit, unequivocal written waiver approved by the Owner's Board of Commissioners.

SAMPLE

Supplemental Conditions

1. Payments will be in one lump sum, minus retained funds. The District may consider payments in increments of not less than twenty-five percent (25%) of contracted amount. The Contracting Officer will be the final arbiter to set the percentage of work completed for release of any payments.

1. **Progress Payments.** Progress payments shall be made monthly for Work that is duly approved and performed during the calendar month preceding the Application for Payment according to the following procedure.

- 1.1 **Schedule of Values.** Prior to submitting its first Application for Payment, the Contractor shall submit to the Owner a schedule of values allocating the Contract Sum to the various portions that comprise the Work. The schedule of values shall be prepared in such form and supported by such data as the Owner may require. The schedule of values shall allocate at least three percent (3%) of the original Contract Sum to that portion of the Work between Substantial Completion of the Work and Final Completion, which will be earned upon Final Completion and distributed in the final payment.

- 1.2 **Draft Application.** Within the first *seven (7) days* of each month, the Contractor shall submit to the Owner a report on the current status of the Work as compared to the Progress Schedule and a draft, itemized Application for Payment for Work performed through the prior calendar month. This shall not constitute a payment request. The Contractor, the Owner and the Architect or Engineer (if any) shall meet within the next *seven (7) days* and confer regarding the current progress of the Work and the amount of payment to which the Contractor is entitled. The Owner may request the Contractor to provide data substantiating the Contractor's right to payment, such as copies of requisitions or invoices from Subcontractors. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished.

- 1.3 **Payment Request.** Within *seven (7) days* after the Contractor and the Owner have met and conferred regarding the draft Application for Payment and the Contractor has furnished all data requested, the Contractor may submit a payment request in the agreed-upon amount, in the form of a notarized, itemized Application for Payment for Work performed during the prior calendar month on a form supplied or approved by the Owner. Among other things, the Application shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent to pay prevailing wages on file with the Owner and that all payments due Subcontractors from the Owner's prior payments have been made. The Application shall constitute the Contractor's representation that (1) all payments due Subcontractors from the Owner's prior payments have been made and (2) the Work is current on the Progress Schedule, unless otherwise noted on the Application. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may, within the same time period, submit to the Owner a separate written payment request specifying the exact additional amount due, the category in the schedule of values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due.

- 1.4 **Payments to Subcontractors.** No payment request shall include amounts the Contractor does not intend to pay to a Subcontractor. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Contractor discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor for unsatisfactory performance, the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor and the Owner written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for the Subcontractor payment, and pay the Subcontractor within *eight (8) working days* after the Subcontractor satisfactorily completes the remedial action identified in the notice.

- 1.5 **Retainage.** Pursuant to RCW 60.28, the Owner will reserve five percent (5%) from the moneys the Contractor earns on estimates during the progress of the Work, to be retained as a trust fund for the protection and payment of the claims of any person arising under this Contract and the state with respect to taxes imposed pursuant to Title 82 RCW, which may be due from the Contractor. The moneys reserved will be retained in a fund by the Owner until *forty-five (45) days* following formal acceptance of the Project by the Owner ("Final Acceptance"). The Contractor may retain payment of not more than five percent (5%) from the moneys earned by any Subcontractor.

- 1.6 Upon completion of the Work, Contractor shall submit a Request for Final Payment, Certificate and Release form and itemized invoice to the Owner for approval and payment.

Scope of Work- Exhibit A

SAMPLE

List of Drawings and Specifications- Exhibit B

SAMPLE

PUBLIC WORKS PERFORMANCE BOND
to MASON COUNTY PUD NO. 1, WA

Bond No. _____

The **MASON COUNTY PUD NO. 1**, Washington, (County) has awarded to _____ (Principal), a contract for the construction of the project designated as Shadowood Water System Improvements in Shelton, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a bond for performance of all obligations under the Contract.

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

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

The Surety agrees to indemnify, defend, and protect the County against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

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

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

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature _____ Date

Surety Signature _____ Date

Printed Name

Printed Name

Title

Title

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

PUBLIC WORKS PAYMENT BOND
to MASON COUNTY PUD NO. 1, WA

Bond No. _____

The **MASON COUNTY PUD NO. 1**, Washington, (County) has awarded to _____ (Principal), a contract for the construction of the project designated as Shadowood Water System Improvements in Shelton, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

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

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

The Surety agrees to indemnify, defend, and protect the County against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors materialpersons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

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

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

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

PART 3

**WASHINGTON STATE DEPARTMENT OF
COMMERCE DRINKING WATER STATE
REVOLVING FUND (DWSRF) INSERTS**

Attachment 7-D: Bid Spec Insert for Municipal Borrowers (Pages 54-89)

WASHINGTON STATE DEPARTMENT OF HEALTH DRINKING WATER STATE REVOLVING FUND (DWSRF)

SPECIFICATIONS INSERT MUNICIPAL

The following clauses will be incorporated into construction contracts receiving financial assistance from the Washington State Department of Health Drinking Water State Revolving Fund. In the event of conflict within the contract, these clauses shall take precedence.

Required Bid Submittals

The following submittals must be submitted with the bid proposal:

- Complete Bidders List

Compliance with State and Local Laws

The contractor shall ensure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

Civil Rights

All contracts must include and comply with the following:

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794

No otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

The Age Discrimination Act of 1975, 42 U.S.C. § 6102

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving financial assistance.

Equal Employment Opportunity, Executive Order No. 11246 (1965)

Through a series of Executive Orders, and a decision by the Equal Employment Opportunity Commission, the federal government has established a national policy designed to battle discrimination based on race, color, sex, religion, and national origin in federal assistance programs and to enhance hiring, training, and promotion opportunities for minorities and women in construction programs financed, in part, by federal dollars.

If a contract exceeds \$10,000, the contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60.

Contractor's compliance with Executive Order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

Must be included in all contracts:

Equal Opportunity Clause (41 CFR part 60-1.4(b))

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. If the contractor doesn't comply with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts according to procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding on each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Federal Equal Employment Opportunity Construction Contract Specifications

(Executive Order 11246 and 41 CFR part 60-4.3)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific

Islands); and

- iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60–4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be according to that plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where they perform the work. Goals periodically appear in the Federal Register notice form. You can obtain such notices from any Office of Federal Contract Compliance Programs or from federal procurement contracting officers. The contractor is expected to make uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. To count the nonworking training hours of apprentices and trainees in meeting the goals, the contractor must employ such apprentices and trainees during the training period, and make a commitment to employ them at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative action's to ensure equal employment

opportunity. The evaluation of the contractor's compliance with these specifications shall be based on its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the contractor assigns employees to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and the action taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the director of the Federal Contract Compliance Program when the union or unions the contractor has a collective bargaining agreement with doesn't refer to the contractor, a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities or participate in training programs for the area, which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially programs the Department of Labor funds or approves. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and asking them to help the contractor meet its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by reviewing the policy with all management personnel and all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees that have any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific

review of these items with onsite supervisory personnel, such as superintendents or general foremen, before initiating construction work at any job site. The contractor must make and maintain a written record identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women, and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60–3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Continually monitoring all personnel and employment related activities to ensure seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect. Ensure that the EEO policy and the contractor's obligations under these specifications are carried out.
 - n. Ensure that all facilities and company activities are unsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. We encourage contractors to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor community, or other similar group

where the contractor is a member and participant, may be asserted as fulfilling one or more of its obligations under 7a through 7p of these specifications. As such, the contractor must actively participate in the group, make every effort to ensure the group has a positive impact on the employment of minorities and women in the industry, and ensure the contractor's minority and female workforce participation reflects the concrete benefits of the program. In addition, the contractor must make a good faith effort to meet individual goals and timetables and provide access to documentation that demonstrates the effectiveness of actions the group takes on the contractor's behalf. However, the contractor is obligated to comply and failure of such a group to fulfill an obligation shall not be a defense for noncompliance.

9. A single goal for minorities and a separate single goal for women were established. The contractor, however, must provide equal employment opportunity and take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a disparate manner. For example, even if the contractor achieved a goal for women in general, it may be in violation of the Executive Order if it under utilizes a specific minority group of women.
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any Subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as the standards prescribed in paragraph 7 of these specifications, to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the director of the Federal Contract Compliance Program shall proceed according to 41 CFR 60–4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to carry out the company EEO policy, to submit reports relating to the provisions hereof as the government may require, and to keep records. Records for each employee must include the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations where the work was performed. The contractor must maintain records in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, we won't require contractors to maintain separate records.

15. Nothing herein provided shall be construed as a limitation on the application of other laws, which establish different standards of compliance, or on the application of requirements for hiring local or other area residents (those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Reporting Requirements (EEO-1)

On or before September 30 of each year, a contractor subject to Title VII of the Civil Rights Act of 1964, as amended, that has 100 or more employees, must file an “Employer Information Report EEO-1” with the EEOC or its delegate. Instructions on how to file are on the EEOC website at <http://www.eeoc.gov/employers/eo1survey/howtofile.cfm>. The contractor shall retain a copy of the most recent report filed.

Segregated Facilities (41 CFR part 60-1.8)

The contractor must provide facilities for employees in a manner that prevents segregation on the basis of race, color, religion, sex or national origin. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term “facilities,” as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. Separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to ensure privacy between the sexes.

a. Provision

While performing this contract, the contractor must comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington’s Law against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act. If the contractor fails or refuses to comply with any applicable nondiscrimination law, regulation, or policy, DOH may rescind, cancel, or terminate this contract in whole or in part, and declare the contractor ineligible for further contracts. The contractor shall, however, be given reasonable time to cure this noncompliance.

The contractor must also include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in Attachment I: Scope of Work.

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under U.S. Environmental Protection Agency financial agreements. If the contractor fails to carry out these requirements, it is a material breach of this contract, which may result in contract termination.

American Iron and Steel Provision

Congress passed a law January 17, 2014, that requires water systems to use U.S. steel and iron products for projects funded in part or in full by a Drinking Water State Revolving Fund (DWSRF) loan.

The act defines iron and steel products as, "...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials."

Prohibition Statement

While the contract is in effect, the contractor and its employees may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor (Section 106 of the Trafficking Victims Protection Act of 2009, as amended). The contractor shall require this prohibition statement in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in Attachment I: Scope of Work.

If the contractor or any of its employees is determined to have violated the terms of this section, this contract may be terminated.

Prevailing Wage

The work performed under this contract is subject to the wage requirements of the Davis-Bacon Act. The contractor and subcontractors must conform to wage requirements prescribed in the federal Davis-Bacon and Relate Acts. These acts require them to pay laborers and mechanics employed on contracts funded in whole or in part by SRF appropriations in excess of \$2,000, prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. Attachment 1A or 1B to this specification insert, and an up-to-date wage determination **must** be included in full into **any** contract and in any subcontract in excess of \$2,000. You can find wage determinations at www.wdol.gov.

Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion

1. The contractor, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the contractor is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The contractor shall provide immediate written notice to DOH if at any time it learns that its certification was erroneous when submitted or became erroneous due to changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may ask DOH

for help obtaining a copy of those regulations.

4. The contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The contractor further agrees by signing this agreement, that it will include the clause titled, "Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the contractor must ensure that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The contractor acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or cause DOH to pursue legal remedies, including suspension and debarment.
8. The contractor agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the DOH on request. The recipient or contractor must run a search in www.sam.gov and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

Disadvantaged Business Enterprises (Temporarily suspended)

Small, minority and women-owned firms should be afforded the maximum opportunity to compete for and obtain bid documents for DWSRF-funded projects. The level of participation by small, minority and women-owned firms should be consistent with their general availability within the professional community involved.

General Compliance (40 CFR Part 33).

The contractor shall comply with the requirements of the U.S. Environmental Protection Agency's Program for Participation by Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. The contractor's failure to carry out these requirements is a material breach of this contract, which may result in contract termination or other legally available remedies.

The contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and

Chapter 49.60 RCW, Washington’s Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The contractor agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The contractor shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the full extent practicable through outreach and recruitment activities. For tribal, state and local and government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. You can find Qualified Women and Minority business enterprises online at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women’s Enterprises at 360-704-1181.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for at least 30 calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For tribal, state and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

Fair Share Objective Goal (40 CFR Part 33 Subpart D).

A fair share objective is a goal based on the capacity and availability of qualified, certified Minority Business Enterprises (MBEs) and Women’s Business Enterprises (WBEs) in the relevant geographic market. As mandated by EPA, all general contractors and subcontractors must comply with the requirements of the EPA’s Program for Utilization of Small, Minority, and Women’s Business Enterprises (40 CFR, Part 33) in procurement under the DWSRF program. The goals for the utilization of disadvantaged businesses are as follows:

Construction	10% MBE	6% WBE
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Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

All general contractors and subcontractors must accept the fair share objective/goals stated above and attest to the fact they are purchasing the same or similar construction, supplies, services, and equipment, in the same or similar relevant geographic buying market as the Washington Office of Minority Women Business goals.

The DWSRF program exempts borrowers that receive a total of \$250,000 or less in EPA funds in a given fiscal year from the Fair Share Objective requirements.

IMPORTANT: Only MBEs and WBEs certified by EPA, SBA, DOT, or by state, local, tribal or private entities whose certification criteria match EPA's can be counted towards the MBEs and WBEs utilization goal.

MBE/WBE Reporting (40 CFR Part 33 Parts 33.302, 33.502 and 33.503). (suspended)

The contractor shall provide EPA Form 6100-2 DBE Subcontractor Participation Form to all DBE subcontractors. Subcontractors may submit EPA Form 6100-2 Subcontractor Participation Form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract. The contractor shall require all DBE subcontractors to complete EPA Form 6100-3 DBE Subcontractor Performance Form. The contractor shall complete EPA Form 6100-4 DBE Subcontractor Utilization Form.

The contractor shall submit EPA Form 6100-4 and all completed EPA Form 6100-3 forms with the bid proposal.

Bidders List (40 CFR Part 33 part 33.501)

All bidders shall submit the following information for all firms that bid or quote on subcontracts (including both DBE and non-DBE firms) with their bid proposal.

1. Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and,
4. Entity's status as an MBE/WBE or non-MBE/WBE

Contract Administration Provisions (40 CFR part 33.302).

The contractor shall comply with the contract administration provisions of 40 CFR, Part33.302.

1. The contractor shall pay its subcontractor for satisfactory performance no more than 30 days from the contractor's receipt of payment.
2. The contractor shall notify the owner in writing prior to any termination of a DBE subcontractor.

3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the contractor shall employ the six good faith efforts when soliciting a replacement subcontractor.
4. The contractor shall employ the six good faith efforts even if the contractor has achieved its fair share objectives.

Third Party Beneficiary

The Washington State Department of Health Drinking Water State Revolving Fund is providing partial funding for this project. All parties agree that Washington State shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Access to the Construction Site and to Records

The contractor shall provide Washington State Department of Health and U.S. Environmental Protection Agency personnel safe access to the construction site and to the contractor's records.

The contractor shall maintain accurate records and accounts to facilitate the owner's audit requirements and shall ensure that all subcontractors maintain auditable records.

These project records shall be separate and distinct from the contractor's other records and accounts.

All such records shall be available to the owner and to Washington State Department of Health and EPA personnel for examination. The contractor must retain all records pertinent to this project for three years after the final audit.

Attachments:

1. Wage Rate Requirements for Subrecipients
 - a. Attachment 1A for municipal borrowers
2. Current Wage Rate Determination (Verified by Contract Manager)
3. Certification Of Non-segregated Facilities
4. Notice To Labor Unions Or Other Organization Of Workers: Non-Discrimination In Employment
5. American Iron and Steel Requirements – The Use of American Iron and Steel

WAGE RATE REQUIREMENTS FOR SUBRECIPIENTS

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon Act responsibilities when the act applies to EPA awards of financial assistance with respect to government recipients and subrecipients. If a subrecipient has questions about when the act applies, how to obtain correct wage determinations, act provisions, or compliance monitoring, it may contact DOH.

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements

Under the FY 2013 Continuing Resolution, Davis-Bacon prevailing wage requirements apply to construction, alteration, and repair of treatment works carried out in whole or in part with assistance from a state water pollution control revolving fund and to any construction project carried out in whole or in part by assistance from a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the state recipient before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Before issuing requests for bids, proposals, quotes or other methods for soliciting contracts, subrecipients shall obtain the wage determination for the locality where a covered activity subject to DB will take place. Subrecipients must submit the wage determination to Department of Health before inserting it into a solicitation or contract, or issuing task orders, work assignments or similar instruments to existing contractors unless the state recipient provides other directions. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring subcontractors to follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days before the closing date, the subrecipient may ask the state recipient whether there is reasonable time to notify interested contractors of the modified wage determination. The state recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days after closing the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the state recipient obtains, at the subrecipient's request, an extension of the 90 day period from DOL (29 CFR 1.6(c)(3)(iv)). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB that prime contractors enter into to verify that the prime contractor required its subcontractors to include the applicable wage determinations.

(d) If DOL determines that the subrecipient failed to incorporate a wage determination or used a wage determination that clearly doesn't apply to the contract or ordering instrument, it may issue a revised wage determination after the subrecipient awarded the contract or issued an ordering instrument (29 CFR 1.6(f)). If this occurs, the subrecipient must either

terminate and issue a revised contract or ordering instrument, or use a change order to incorporate DOL's wage determination into the contract or ordering instrument retroactive to the beginning. . The subrecipient must compensate its contractor for any wage increases resulting from DOL's revised wage determination.

ATTACHMENT 1A

LABOR STANDARDS PROVISIONS

MUNICIPAL BORROWERS

Contract and Subcontract provisions.

(a) The recipient must ensure that subrecipient(s) insert the following clauses in full in any contract in excess of \$2,000 entered for the actual construction, alteration or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from federal funds, or according to guarantees of a federal agency or financed from funds obtained by pledge of any contract of a federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution:

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor at www.dol.gov.

- (ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The state award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the state award official. The state award official will transmit the request, to the administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the state award official or will notify the state award official within the 30-day period that additional time is necessary.
 - (C) If the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The subrecipient(s), shall upon written request of the EPA award official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the state capitalization grant recipient. Such

documentation shall be available on request of the state recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the state indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the state or EPA if requested by the EPA, the state, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the state, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the federal agency or state may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and trainees.
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a state Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a state Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. If the Office of Apprenticeship Training,

Employer and Labor Services, or a state Apprenticeship Agency it recognizes, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits according to the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. IF the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
 - (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
 - (7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), state, EPA, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
 - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

- (a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA award official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.
- (b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must

use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall, "immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.

ATTACHMENT 2

FEDERAL & STATE WAGE RATE DETERMINATIONS

[DWSRF assistance recipient to insert applicable wage determinations here. Your DWSRF contract manager must verify your wage determination.]

ATTACHMENT 3

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000, which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature

Date

Name and title of signer (please type)

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

ATTACHMENT 4

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATION OF WORKERS: NON-DISCRIMINATION IN EMPLOYMENT

TO: _____
(name of union or organization of worker)

The undersigned currently holds contract(s) with _____
(name of applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and according to Section 202 of Executive Order 11246 dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION

This notice is furnished to you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

The undersigned will post copies of this notice in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor(s))

(Date)

ATTACHMENT 5

AMERICAN IRON AND STEEL PROVISION

USE OF AMERICAN IRON AND STEEL

MUST BE INCLUDED IN ALL CONTRACTS (PRIME AND SUB-CONTRACTORS):

This provision applies to projects for the construction, alteration, maintenance, or repair of a public water system as defined in the Safe Drinking Water Act (42 U.S.C 300j-12). This provision does not apply if the Department of Health approved the engineering plans and specification for the project prior to January 17, 2014.

The contractor acknowledges to and for the benefit of the project owner and Washington State that she or he understands that the Drinking Water State Revolving Loan Fund is paying for the goods and services under this agreement. DWSRF contains provisions, commonly known as “Buy American;” that requires all iron and steel products used in the project be produced in the United States (American Iron and Steel Requirements). The act defines iron and steel products as, “...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.”

The contractor hereby represents and warrants to and for the benefit of the project owner and the state that:

- a) The contractor has reviewed and understands the American Iron and Steel Requirements,
- b) All of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and
- c) The contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the project owner or the state.

Notwithstanding any other provisions of this agreement, any failure to comply with this paragraph by the contractor shall permit the project owner or state to recover as damages against the contractor any loss, expense or cost (including without limitation attorney’s fees) incurred by the project owner or state resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or part, from the state or any damages owed to the state by the project owner). While the contractor has no direct contractual obligation with the state, as a lender to the project owner for the funding of its project, the project owner and the contractor agree that the state is a third-party beneficiary and neither this paragraph nor any other provision of the agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the state.

PART 4

GENERAL CONDITIONS

GENERAL CONDITIONS

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GENERAL CONDITIONS

SECTION 1 - GENERAL INFORMATION APPLICABLE TO PROPOSAL AND CONTRACT

1.01 DEFINITIONS AND TERMINOLOGY

The following terms are abbreviated and defined as they are used in the Contract. When used in the Proposal form to denote items of Work and units of measurements, abbreviations mean the full expression of the abbreviated term.

1.02 ABBREVIATIONS AND TERMINOLOGY

1.02.1 REFERENCED STANDARDS AND CODES

The following is a partial list of specifications and codes that may be referenced in sections of the Contract. The Contractor shall be responsible for conducting its Work and carrying out its operations and furnishing equipment in accordance with the latest edition or versions, in effect at the time of bid opening, of any applicable specified portions of the referenced standards and codes.

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AFBMA	Anti-friction Bearing Manufacturing Association
AGA	American Gas Association
AGC	Associated General Contractors of America
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Material
AWPA	American Wood Preservers' Association
AWS	American Welding Society

AWWA	American Water Works Association
CFR	Code of Federal Regulations
CLI	Chain Link Institute
CRAB	County Road Administration Board
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Associations
CSI	Construction Specifications Institute
DIPRA	Ductile Iron Pipe Research Association
EEI	Edison Electric Institute
EPA	Environmental Protection Agency
ETL	Electrical Testing Laboratories
FHWA	Federal Highway Administration
FM	Factory Mutual
FSS	Federal Specifications and Standards, General Services Administration
HUD	United State Department of Housing and Urban Development
IBC	International Building Code
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronic Engineers
IES	Illumination Engineering Society
IMSA	International Municipal Signal Association
IPC	International Plumbing Code
ISA	Instrumentation Society of America
JIC	Joint Industry Conference Electrical Standards for Industrial Equipment
LID	Local Improvement District
LPI	Lightning Protection Institute
MSHA	Mine Safety and Health Act
MSS	Manufacturer's Standardization Society of the Valve and Fitting Industry
MUTCD	Manual on Uniform Traffic Control Devices
NCMA	National Concrete Manufacturer's Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NEPA	National Environmental Policy Act
NFPA	National Fire Protection Association
NRMCA	National Ready Mix Concrete Association
OMWBE	Office of Minority and Women's Business Enterprises
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PPI	Plastic Pipe Institute
P/PCI	Precast/Prestressed Concrete Institute
RCW	Revised Code of Washington
SAE	Society of Automotive Engineers
SEPA	State Environmental Policy Act
SIES	Specifications and Illuminating Engineering Society
SSPC	Steel Structures Painting Council
UL	Underwriters' Laboratory
ULID	Utility Local Improvement District
UMTA	Urban Mass Transit Administration

WABO	Washington Association of Building Officials
WAC	Washington Administrative Code
WCLIB	West Coast Lumber Inspection Bureau
WISHA	Washington Industrial Safety and Health Administration
WRI	Wire Reinforcement Institute
WSDL&I	Washington State Department of Labor and Industries
WSDOE	Washington State Department of Ecology
WSDOT	Washington State Department of Transportation
WWPA	Western Wood Products Association

1.02.2 TERMINOLOGY

The use of pronouns of any gender in these General Conditions shall include pronouns of all genders, as applicable.

The terms “provide,” “furnish” and “install” are used interchangeably in the Contract and mean that the Contractor shall provide, furnish, and install the item(s) described unless specifically noted otherwise.

The terms “Plans” and “Drawings” are used interchangeably in the Contract and shall mean the Contract Plans, which show location, character, and dimensions of prescribed Work, including layouts, profiles, cross-sections, and other details.

1.02.3 ITEMS OF WORK AND UNITS OF MEASUREMENT

AC	Asbestos Cement Pipe
Agg.	Aggregate
Al.	Aluminum
ATB	Asphalt Treated Base
BST	Bituminous Surface Treatment
CB	Catch Basin
Cfm	Cubic Feet per Minute
Cfs	Cubic Feet per Second
Cl.	Class
CMP	Corrugated Metal Pipe
Comb.	Combination
Conc.	Concrete
CPEP	Corrugated Polyethylene Pipe
Crib.	Cribbing
Culv.	Culvert
Cy or Cu. Yd.	Cubic Yard(s)
Dia.	Diameter
DI	Ductile Iron
DIM	Dimension
EA	Each
EL	Elevation
Est.	Estimate or Estimated

Excl.	Excluding
F	Fahrenheit
FIG	Figure
Ft.	Foot or Feet
GALV	Galvanized
Gph	Gallon(s) per Hour
Gpm	Gallon(s) per Minute
HDPE	High Density Polyethylene
HMA	Hot Mix Asphalt
HR	Hour
Hund.	Hundred
In.	Inch or Inches
Incl.	Including
L	Liter
Lb.	Pound(s)
LF or Lin. Ft.	Linear Foot (Feet)
LS	Lump Sum
M	Thousand
MBM	Thousand Feet Board Measure
Pres.	Pressure
PSI	Pounds per Square Inch
PSF	Pounds per Square Foot
PVC	Polyvinyl Chloride
QTY	Quantity
Reg.	Regulator
Reinf.	Reinforced, Reinforcing
SF	Square Foot (Feet)
Sec.	Section
SL	Slope
St.	Street
Stl.	Steel
SST	Stainless Steel
Str.	Structural
Sy or Sq. Yd.	Square Yard(s)
Th.	Thick or Thickness
TN	Ton
Tr.	Treatment
TYP	Typical
VC	Vitrified Clay

1.03 DEFINITIONS

ACCEPTANCE

The formal action by Owner or Owner’s governing body as provided in RCW 39.08 and RCW 60.28.

ADDENDUM

A written or graphic document issued to all Bidders prior to bid opening and identified as an addendum, which clarifies, modifies or supplements the bid documents and becomes part of the Contract.

ADDITIVE

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

ALTERNATE

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

AWARD

The formal decision of the Owner awarding the Contract to the lowest or most favorable responsible and responsive Bidder for the Work.

BID DOCUMENTS

The component parts of the proposed Contract which may include, but not limited to, the Proposal form, the proposed Contract Provisions, the proposed Contract Plans, Addenda, and Subsurface Boring Logs (if any).

BIDDER

A natural person or legal entity (e.g., partnership, corporation, limited liability company, firm, or joint venture) submitting a proposal or bid.

BUSINESS DAY

A business day is any day from Monday through Friday, except holidays, as listed in Section 3.04.14.

CLERK

The duly elected or appointed Clerk of the Commission, Council, or Board of Directors of the Owner.

COMMISSION, COUNCIL, OR BOARD OF DIRECTORS

The duly elected or appointed Council, Commission, or Board of Directors of the Owner.

CONTRACT

The written agreement between the Owner and the Contractor. It describes, among other things:

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

The Contract includes: the agreement form, Bidder's completed Proposal form, all required certificates and affidavits, Performance Bond and Public Works Payment Bond, Contract Provisions, Contract Plans, Standard Plans, and all Addenda and Change Orders executed pursuant to the provisions of the Contract.

CONTRACT BOND

The approved form of security furnished by the Contractor and the Contractor's Surety as required by the Contract, that guarantees performance of all the Work required by the Contract and payment to anyone who provides supplies or labor for the performance of the Work.

CONTRACT DOCUMENTS

See definition for "Contract."

CONTRACT PLANS (PLANS OR DRAWINGS)

The Contract Plans (or drawings) are those plans, drawings or other illustrations and all addenda and revisions, whether issued before or after the award of the contract to Contractor, which show location, character, and dimensions of the Work, including layouts, profiles, cross-sections and other details.

CONTRACT PROVISIONS

A publication addressing the work required for an individual project. At the time of the call for bids, the contract provisions may include, for a specific individual project, general conditions, supplemental general conditions, specifications, a listing of the applicable standard plans, the prevailing minimum hourly wage rates, and an informational proposal form with the listing of bid items. The proposed contract provisions may also include, for a specific individual project, various required certifications or declarations. At the time of the contract execution date, the contract provisions include the proposed contract provisions and include any addenda, a copy of the agreement form, and a copy of the proposal form with the contract prices and extensions.

CONTRACT TIME

Contract time shall mean the number of calendar days stated in the Contract for completion of work or specified portions thereof.

CONTRACTOR

The natural person(s) or legal entity (e.g., partnership, corporation, limited liability company, firm, joint venture) awarded the contract to perform the Work pursuant to the Contract Documents.

DATES

Substantial Completion Date is the day that the Engineer determines the Owner has full and unrestricted use and benefit of the Work, from both an 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 Work.

Physical Completion Date is the day that the Engineer determines that all of the Work required by the Contract is physically completed and the Owner has received from the Contractor all required record drawings, operation and maintenance manuals, manufacturers' affidavits, and software and programming.

Contract Completion Date is the day when all the Work and all the obligations of the Contractor under the Contract are fulfilled by the Contractor. All documentation and other items required by the Contract and required by law shall be furnished by the Contractor before establishment of this date.

Final Acceptance Date is the date on which the Owner accepts the work as complete.

FIELD REPRESENTATIVE

The Owner's representative who observes the Contractor's performance of the Work. Such observation shall not be relied upon by the Contractor or others as approval or acceptance of the Work, nor shall it in any manner relieve the Contractor from its obligations and responsibilities under the Contract.

NOTICE TO PROCEED

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

OWNER

The government entity or agency that awards the contract to the Contractor and is responsible for the execution and administration of the Contract.

PROJECT ENGINEER/ENGINEER

The Owner's staff or representative who administers the construction program for the Owner.

PROPOSAL (or BID)

A Bidder's offer, on a properly completed Proposal form, to perform the Work required by the Contract. The terms Proposal and Bid may be used interchangeably.

SPECIFICATIONS

Written provisions describing the Work and requirements thereof.

STANDARD PLANS

A manual of specific plans or drawings adopted by the Owner, which show frequently recurring components of work that, have been standardized for use.

SUBCONTRACTOR

A natural person, or entity (e.g., partnership, corporation, limited liability company, firm or joint venture) to which the Contractor sublets a portion of the Work.

SUBGRADE

The top surface of the roadbed on which subbase, base, surfacing, pavement, or layers of similar materials are placed.

SUPPLEMENTARY GENERAL CONDITIONS

That part of the Contract amends or supplements these General Conditions.

TRAVELED WAY

That part of the roadway made for vehicle travel, excluding shoulders and auxiliary lanes.

WORK

The provision of all labor, materials, tools, equipment, supervision and other things needed to complete the project in full accordance with the Contract Documents.

WORKING DRAWINGS

Shop drawings, shop plans, erection plans, falsework plans, framework plans, cofferdam, cribbing and shoring plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data, including a schedule of submittal dates for working drawings where specified, that the Contractor shall submit to the Engineer for approval.

SECTION 2 - INSTRUCTIONS FOR PREPARATION OF PROPOSAL (OR BID)

2.01 BID PROCEDURES AND CONDITIONS

2.01.1 QUALIFICATIONS OF BIDDERS

Where applicable and required, Bidders shall provide all requested information relating to experience, financing, equipment, and organization relating to their ability to properly perform the Work. The Owner reserves the right to take whatever action it deems necessary to ascertain the responsibility of the Bidder and the ability of the Bidder to perform the Work satisfactorily.

2.01.2 CONTRACT PROVISIONS AND CONTRACT PLANS

Contract Provisions and Contract Plans are on file in the offices of the Owner and the Engineer, Gray & Osborne, Inc. After award of the Contract, five sets of Contracts will be issued without charge to the Contractor. Additional sets of Contracts may be purchased from the Owner by the Contractor.

2.01.3 ESTIMATED QUANTITIES

The quantities shown in the Proposal form are estimates and are stated only for bid comparison purposes. The Owner does not warrant, expressly or by implication, that the actual quantities will correspond with those estimates. Payment will be made on the basis of the actual quantities of each item of Work satisfactorily completed in accordance with the requirements of the Contract.

2.01.4 EXAMINATION OF CONTRACT AND SITE

2.01.4(1) General

Bidders shall satisfy themselves by personal examination of Contract Provisions, Contract Plans, and site of the proposed improvements, and by any other examination and investigation which they may desire to make as to the accuracy of the estimate of quantities, the nature of the Work and the difficulties to be encountered. Bidders shall review the entire Contract to ensure that the completeness of their Proposal includes all items of Work regardless of where shown in the Contract. Bidders are cautioned that alternate sources of information (copies of the Contract obtained from third parties) are not necessarily an accurate or complete representation of the Contract. Bidders shall use such information at their own risk.

Bidders shall be familiar and comply with all applicable federal, state, and local laws, ordinances, and regulations in any way applicable to the performance the Work. Bidders are responsible for familiarizing themselves with all current state wage rates applicable to the Work and its duration before submitting a Proposal based on the Contract Provisions and Contract Plans. Any wage determination contained in the Contract is for the Bidder's general information only and is not warranted to be complete or accurate. The Owner will not consider any plea of misunderstanding or ignorance of such requirements. Bid prices shall reflect what the Bidder has determined to be the total cost of completing the Work, including but not limited to: construction methods, materials, labor, administrative costs, any and all applicable taxes, and equipment. Except as the

Contract may provide, the Bidder to which the contract is awarded shall receive no payment for any costs that exceed those set forth in the Proposal.

2.01.4(2) Interpretation of the Contract Provisions and Contract Plans

If any Bidder desires interpretation or clarification of the Contract Provisions and Contract Plans, the Bidder shall make a written request to the Engineer for such clarification or interpretation prior to the submission of a Proposal. If the Engineer determines that the Contract Provisions and/or Contract Plans do not require interpretation or clarification, the Engineer will so notify the Bidder making the request. All interpretations and clarifications made by the Engineer will be by written addendum to all planholders of record, and a copy of the addendum will be filed in the office of the Owner. Neither the Owner nor the Engineer will be responsible for any interpretation, clarification or explanation of the Contract Provisions and Contract Plans that is not set forth in a written addendum to all planholders of record, and Bidders shall not under any circumstances rely on any other interpretation, clarification or explanation.

2.01.4(3) Subsurface Information

If the Owner has made a subsurface investigation of the site of the proposed Work, the boring log data and soil sample test data accumulated by the Owner will be made available for inspection by the Bidders. However, the Owner makes no representation or warranty, express or implied, that:

- a. The Bidders' interpretations from the boring logs may be correct;
- b. Moisture conditions and indicated water tables will not vary from those found at the time the borings were made;
- c. The ground at the location of the borings has not been physically disturbed or altered after the boring was made; and
- d. Conditions below the surface of the ground are consistent throughout the site with the information made available hereunder, or that conditions to be encountered on the site are uniform or consistent with geological conditions usually encountered in the area.

The Owner makes no representations, guarantees, or warranties as to the condition, materials, or proportions of the materials between the specific borings, regardless of any subsurface information the Owner may make available to the prospective Bidders. Bidders are solely responsible for making the necessary investigations to support and/or verify any conclusions or assumptions used in preparation of their Proposals.

Any subsurface investigations and analysis were carried out for design purposes only. Contractor may not rely upon or make any claim against Owner, Engineer, or any of their subconsultants, with respect to:

1. The completeness of such reports for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. Other conclusions, interpretations, opinions, representations, and information contained in such reports; or
3. Any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, conclusions, interpretations, opinions or information.

2.01.4(4) Availability of Specified Items

Prior to submitting a Proposal, all Bidders shall verify that all items necessary to complete the Work will be available in time to allow the Work to be completed within the Contract Time. In the event that one or more items may not be available to allow the Work to be completed within the Contract Time, the Bidder shall notify the Engineer in writing prior to submitting a Proposal. Responsibility for delays and related costs because of non-availability of items necessary to complete the Work shall be borne by the Contractor.

2.01.5 PROPOSAL DEPOSIT

A deposit of at least 5 percent of the total Proposal amount shall accompany each Proposal. This deposit may be in the form of a Proposal bond (surety bond), certified check, cashier’s check, or postal money order made payable to the Owner. All Proposal bonds shall be on the form included within the Contract Provisions and shall be signed by the Bidder and the surety. The surety shall: (1) be registered with the Washington State Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner. The Proposal bond shall not be conditioned in any way to modify the minimum 5 percent required. The Proposal Deposit will be held as a guaranty that the successful Bidder will, within 10 days from the date of notification of Award, enter into a Contract and furnish approved Performance and Public Works Payment Bonds, on forms attached, in amounts equal to 100 percent of the amount of the Contract, including state sales tax.

2.01.6 PROPOSAL

- (1) Proposals shall be submitted on the Proposal form included in the Contract Provisions. All Proposals shall be completed, signed by an authorized person and dated. To be considered by the Owner as a responsive Proposal, the Bidder shall bid on all Additive or Alternate items set forth in the Proposal form, unless otherwise specified in the Contract Documents.
- (2) To be responsive, a Proposal shall state that it will remain valid for a period of 60 days following the date of Proposal opening. In the event that a conflict in this duration appears elsewhere in the Contract Provisions, the longest duration shall apply.
- (3) All prices set forth on the Proposal form shall be legible and either be written in ink or typed. In the space provided on the Proposal form, Bidders shall identify all

Addenda that have been received. The Proposal, Bid bond, and all other certificates, forms or other documents required by the Contract Provisions to be executed and delivered with the Proposal shall be submitted in a sealed package, addressed to the Owner, and plainly marked “Proposal for _____ (insert name of project as shown on the Proposal) to be opened on the _____ day of _____, 20____,” (insert the day, month and year shown in the published bid notice). The Owner will not consider any Proposal received after the time established for opening Proposals.

- (4) Where noted in the Proposal, the Bidder to furnish information concerning its experience with work of a similar nature, equipment to be used on this project, and general background information. Information that is incomplete, evasive, or of a general nature only, may be considered as grounds for rejection of the Proposal.
- (5) The apparent successful Bidder may be required to submit to the Engineer as soon as possible after the Proposal opening, and not later than three calendar days thereafter, a written list of all proposed Subcontractors that will perform subcontracting Work on the Project. If not previously provided, the following information shall be provided for each Subcontractor:
 - a. Name, address, email address, facsimile number, telephone number, contractor registration number and certification numbers;
 - b. The type of Work to be performed;
- (6) After opening and reading Proposals, the Owner 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, converted to the actual extension, will control. The total extensions, corrected where necessary, will be used by the Owner for comparison and award purposes and to establish the amount of the Contractor’s Performance and Public Works Payment Bonds.

2.01.7 WITHDRAWING OR REVISING PROPOSAL

After submitting a physical Proposal to the Owner, the Bidder may withdraw, or revise it if:

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

If the Bidder’s request to withdraw or revise its Proposal is received before the time set for receipt of Proposals, the Owner will return the unopened Proposal package to the Bidder. The Bidder

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

The District's server clock will serve as the official time clock for submittal of bid proposals.

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

2.01.8 DISQUALIFICATION OF BIDDERS

1. A proposal will be considered irregular and will be rejected if:
 - a. The authorized proposal form furnished by the Owner is not used or is altered;
 - b. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - c. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - d. A price per unit cannot be determined from the Bid Proposal;
 - e. The Proposal form is not properly executed;
 - f. The Bidder fails to submit or properly complete a Subcontractor list, if applicable;
 - g. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable;
 - h. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - i. 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 Owner;
 - 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.

3. 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 through 8 in this Section:

The Owner will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1. Evidence that the

Bidder meets Supplemental Criteria 2 through 8 shall be provided by the Bidder as stated later in this Section.

a. **Criteria 1 – Federal Debarment**

1. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
2. 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).

b. **Criteria 2 – Delinquent State Taxes**

1. 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.
2. Documentation: The Bidder shall, if and when required as detailed below, sign a statement (on a form to be provided by the Owner) that the Bidder does not owe delinquent taxes to the Department of Revenue. If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Owner by the deadline listed below.

c. **Criteria 3 – Subcontractor Responsibility**

1. 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.
2. 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 complies with the subcontractor responsibility requirements of RCW 39.06.020.

d. **Criteria 4 – Claims Against Retainage and Bonds**

1. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the 3 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 Owner.

2. Documentation: The Bidder shall, if and when required as detailed below, sign a statement (on a form to be provided by the Owner) that the Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date. If the Bidder has had claims against retainage and bonds in the three years prior to the bid submittal date, they shall submit a list of the public works projects completed in the 3 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.

e. **Criteria 5 – Public Bidding Crime**

1. Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.
2. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Owner) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

f. **Criteria 6 – Termination for Cause / Termination for Default**

1. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.
2. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Owner) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

g. **Criteria 7 – Lawsuits**

1. **Criterion:** The Bidder shall not have lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.
2. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Owner) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Owner shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts.

h. **Criteria 8 – Contract Time (Liquidated Damages)**

1. **Criterion:** The Bidder shall not have had liquated damages assessed on any projects it has completed 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet Contract Time, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.
2. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Owner) that the Bidder has not had liquidated damages assessed on any projects it has completed within the 5 years prior to the bid submittal date, or shall submit a list of projects with assessed liquated damages along with Owner contact information, and number of days assessed liquated damages.

i. **Criteria 9 – Capacity and Experience**

1. **Criterion:** The Bidder shall have sufficient current capacity and the project superintendent assigned to the project shall have experience to meet the requirements of this project. The Bidder and the project superintendent shall have successfully completed at least two projects as the prime contractor, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 70 percent of the bid amount submitted by the Bidder.

2. Documentation: The Bidder shall, if and when required as detailed below, on a form to be provided by the Owner, provide the Bidder's gross dollar amount of work currently under contract, the Bidder's gross dollar amount of contracts currently not completed, five major pieces of equipment anticipated to be on the project and whether the equipment is leased or owned, the superintendent assigned to this project and their number of years of experience, and two project references of similar size and scope during the 5-year period immediately preceding the bid submittal deadline for this project. The Owner may check owner references for the previous projects and may evaluate the owner's assessment of the Bidder performance.

As evidence that the Bidder meets Supplemental Responsibility Criteria 2 through 9 stated above, the apparent two lowest Bidders must submit to the Owner by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets Supplemental Criteria 2 through 9 together with supporting documentation (sufficient in the sole judgment of the Owner) demonstrating compliance with Supplemental Responsibility Criteria 2 through 9. The Owner 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 Owner 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 Owner 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 Owner (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 Owner from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Owner which is believed to be relevant to the matter.

If the Owner determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Owner shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 2 business days of the Owner's determination by presenting its appeal and any additional information to the Owner. The Owner will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Owner will not execute a contract with any other Bidder until at least 2 business days after the Bidder determined to be not responsible has received the Owner's final determination.

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

2.01.9 PROPOSAL ERRORS

If a Bidder discovers an error in the Bidder's Proposal after the Proposals have been opened and tabulated and desires to withdraw the erroneous Proposal, the Bidder shall submit a notarized affidavit signed by the Bidder, accompanied by original certified worksheets used in the preparation of the Proposal, requesting relief from the Award. The affidavit shall describe the specific error(s) and certify that the worksheets are the originals used in the preparation of the Proposal.

The affidavit and the certified worksheets shall be received by the Engineer before 5:00 p.m. local time on the next business day following the day of the Proposal opening or the claim of error will not be considered. The Engineer will review the certified worksheets to determine the validity of the claimed error, and make its recommendation to the Owner. If the Owner and Engineer concur that the claim of error is allowable under applicable law, the Bidder will be relieved of responsibility for the Proposal, and the Proposal Deposit will be returned to the Bidder. Thereafter, at the discretion of the Owner, all Proposals may be rejected or an Award made to the next lowest responsive, responsible Bidder.

2.02 AWARD AND EXECUTION OF CONTRACT

2.02.1 AWARD OF CONTRACT

A Contract will not be awarded until the Owner is satisfied that the successful Bidder is responsible, reasonably familiar with the Work to be performed and has the necessary capital, tools, personnel and equipment to satisfactorily perform the Work.

The Owner reserves the right to waive informalities in the bidding, accept a Proposal of the lowest responsive, responsible Bidder, reject any or all Proposals, republish the call for Proposals, or revise or cancel the project.

After the date and hour set for the opening of the Proposals, no Bidder may withdraw its Proposal unless the Award of the Contract is delayed for a period exceeding 60 calendar days following Proposal opening. In the event that a conflicting duration appears elsewhere in the Invitation for Proposals or Contract Provisions or advertisement, the longer period shall govern.

2.02.2 EXECUTION OF CONTRACT

Within 10 calendar days after notification by the Owner of the Award, the successful Bidder shall return to the Engineer the signed Owner-prepared Contract, all insurance certificates and endorsements required by the Contract Provisions, all other certificates, information, and forms required by the Contract Provisions, and Performance and Public Works Payment Bonds required by the Contract Provisions. If the Contract is signed by an officer, agent, or other authorized representative of the Contractor, the officer, agent, or other representative shall furnish satisfactory evidence of authority to sign as the legal representative of the Contractor, if required by the Owner. An authorized partner of a joint venture may sign the Contract, subject to the approval of the Owner, which may, at its discretion, require each and every member of the joint venture to sign the Contract.

Should the successful bidder fail to return to the Engineer the signed Owner-prepared Contract, all insurance certificates and endorsements required by the Contract Provisions, all other certifications, information, and forms required by the Contract Provisions, and Performance and Public Works Payment Bonds required by the Contract Provisions within 10 calendar days after notification by the Owner of the Award, the Owner reserves the right to and may elect to withdraw the award to the successful bidder and award the Contract to the next responsible, responsive bidder.

Until the Owner executes the Contract, no Proposal shall bind the Owner, and the Contractor shall not commence any Work. The Contractor shall bear all risks for any Work begun before the Contract is executed by the Owner.

2.02.3 FAILURE TO EXECUTE CONTRACT

If the Contractor fails to submit the insurance certificates, bonds, and all other certificates, forms, information and documents as required by the Contract Provisions, with the executed Contract within the time required by the Contract Provisions, the Owner may then award the Contract to the next lowest responsive, responsible Bidder or reject any or all Proposals.

2.02.4 RETURN OF BID DEPOSIT

When Proposals have been examined and corrected as necessary, proposal bonds and deposits accompanying Proposals ineligible for further consideration will be returned. All other Proposal bonds and deposits will be held until the Contract is awarded and fully executed, after which the Proposal bonds and deposits, except those subject to forfeiture, will be returned.

2.02.5 NOTICE TO PROCEED

A written Notice to Proceed will be issued to the Contractor by the Owner or Engineer after the Contract has been executed by the Contractor and the Owner, and the Performance and Public Works Payment Bonds and required insurance and other certificates and documents are approved by the Owner and, when applicable, by State or Federal agencies responsible for funding any portion of the project. The Contractor shall not commence Work until the Notice to Proceed has been issued.

SECTION 3 - GENERAL REQUIREMENTS OF THE CONTRACT

3.01 SCOPE OF THE WORK

3.01.1 INTENT OF THE CONTRACT

The intent of the Contract is to describe a functionally complete project to be constructed in accordance with the Contract. The Contractor shall provide all labor, supervision, materials, tools, equipment, transportation, supplies, and other things required expressly by, or reasonably implied from, the Contract, to complete all Work. Omissions from the Contract of details of Work which are necessary to carry out the intent of the Contract, or which are customarily performed, shall not relieve the Contractor from performing the complete Work called for by the Contract; such Work shall be performed as if fully set forth and described in the Contract. The unit or other bid prices shall be full payment for everything required to complete the Work, including but not limited to labor, supervision, materials, equipment, jobsite and home office overhead and profit.

3.01.2 COORDINATION OF CONTRACT

The Contract Plans and the Contract Provisions for the Work shall be considered as a whole, and anything shown or called for in one and omitted in any other is as binding as if called for or shown on both. Figure dimensions shall, in all cases, be used in preference to scale dimensions. Any inconsistency in the Contract Documents shall be resolved by the following order of precedence (e.g., 1 presiding over 2 through 4, 2 presiding over 3 through 4, etc.):

1. Addenda;
2. The Agreement and Proposal Form;
3. Specifications;
- 3a. Supplementary General Conditions (including conditions supplied by federal or state agencies on projects funded, in whole or part, by such agencies. In the event of a conflict in various forms of General Conditions, those conditions affording the greatest benefit or protection to the Owner shall govern.);
- 3b. General Conditions;
- 3c. Technical Specifications;
4. Contract Plans.

3.01.3 ASSIGNMENT OF CONTRACT

The Contractor shall not assign the Contract or any part of the Contract or of the funds to be received under the Contract unless such assignment is approved by the Owner and the Contractor's Performance and Public Works Payment Bonds surety prior to the execution or effectiveness of the assignment.

3.02 CONTROL OF WORK

3.02.1 AUTHORITY AND ROLE OF THE ENGINEER

- (1) The Engineer is the authorized representative of the Owner, and is employed to act as advisor and consultant to the Owner in engineering matters relating to the Contract. Among other things, the Engineer may determine the quantity of material installed or work completed, evaluate whether materials and equipment comply with the Specifications, and assist the Owner with answering questions relating to the meaning and intent of the Contract. The Owner, with the advice of the Engineer, will make the final determination relating to quality, acceptability and conformity of labor and materials to the requirements of the Contract.
- (2) The Engineer does not purport to be a safety expert, and is not engaged in that capacity under the Contract or the Engineer's contract with the Owner. The Engineer does not have either the authority or the responsibility to enforce construction safety laws, rules, regulations or procedures, or to order the stoppage of Work for claimed violations thereof. From time to time, the Engineer may inform the Contractor of conditions that may constitute safety issues or violations. Such information will be provided solely to cooperate with and assist the Contractor and shall not make the Field Representative or the Engineer responsible for the enforcement of safety laws, rules, regulations or procedures. After receiving information relating to safety issues from the Engineer, the Contractor shall make its own examination and analysis of the situation reported and take such action, if any, that the Contractor determines to be appropriate. The Engineer's performance of project representation and observation services shall not make the Engineer responsible for the enforcement of safety laws, rules, regulations or procedures; nor shall it make the Engineer responsible for construction means, methods, techniques, sequences, or procedures, or for the Contractor's failure to properly perform the Work, all of which are entirely the responsibility of the Contractor.
- (3) The Engineer shall have no liability whatsoever to, or contractual relationship with, the Contractor in any way relating to the Contract. The Owner and the Contractor shall look solely to each other for the enforcement with respect to any rights, obligations, claims or liabilities arising under or in any way relating to the Contract. Neither the authority given to the Engineer herein, nor any action or service provided by the Engineer or its subconsultants with regard to the Project, shall create any duty owed by the Engineer or its subconsultants to the Contractor or a cause of action against the Engineer or its subconsultants by Contractor.
- (4) Nothing in the Contract shall, in any way, be construed to place responsibility on the Field Representative, Engineer or the Owner for the method, manner, direction or superintendency of the performance of the Work by the Contractor. Such responsibility rests solely with the Contractor.

- (5) Neither the Engineer nor any of its assistants or agents shall have any power to waive any obligation of the Contract. The Engineer's failure to reject Work that is defective or otherwise does not comply with the requirements of the Contract shall not constitute approval or acceptance of the Work or relieve the Contractor of its obligations under the Contract, notwithstanding that such Work has been estimated for payment or that payments have been made for that Work. Neither shall such failure to reject Work, nor any acceptance by the Engineer or by the Owner of any part or of the whole of the Work bar a claim by the Owner at any subsequent time for recovery of damages for the cost of removal and replacement of any portions of the Work that do not comply with the Contract.
- (6) No order, measurement, determination or certificate by the Engineer or Owner for payment of money or payment for or acceptance of the whole or of any part of the Work by the Engineer or the Owner or extension of time or possession taken by the Owner shall constitute a waiver of any portion of the Contract, nor shall any waiver of any breach of the Contract constitute a waiver of any other or subsequent breach thereof.

3.02.2 AUTHORITY OF FIELD REPRESENTATIVE

- (1) Field Representatives are assigned to the project site to keep the Engineer and Owner generally informed as to the progress of the Work and the manner in which it is being done; to keep records; and to act as liaison between the Contractor, Owner and Engineer. When observed, the Field Representative shall call the attention of the Contractor to any deviations from the Contract. However, failure of the Field Representative to call the attention of the Contractor to faulty Work or deviations from the Contract shall not constitute either a waiver of any requirement in the Contract or acceptance of said Work.
- (2) Since one of the Field Representative's primary responsibilities is to observe that the Work progresses expediently and in a workmanlike manner, he or she may offer suggestions to the Contractor, which the Contractor, at its sole discretion, may or may not choose to follow. Such suggestions are not to be considered as anything but suggestions offered to cooperate with and assist the Contractor and shall not constitute an assumption of responsibility, financial or otherwise, by the Field Representative, the Engineer or the Owner.
- (3) The presence or absence of the Field Representative on the job site will be at the sole discretion of the Owner, and the presence or absence of the Field Representative at any time will not relieve the Contractor of its responsibility to properly perform the Work as required by the Contract.
- (4) The Field Representative will have the authority, but not the obligation, to reject defective materials and equipment if observed; however, the failure of the Field Representative to reject defective materials and equipment or any other Work involving deviations from the Contract will not constitute acceptance of such Work. The Field Representative is not authorized to approve or accept any portion of the

Work or to issue instructions contrary to the Contract; all such approvals, acceptances or instructions shall be in writing and signed by the Engineer or the Owner.

- (5) The Field Representative does not purport to be a safety expert, and is not engaged in that capacity under the Contract or the Engineer's contract with the Owner. The Field Representative does not have either the authority or the responsibility to enforce construction safety laws, rules, regulations or procedures, or to order the stoppage of Work for claimed violations thereof. From time to time, the Field Representative may inform the Contractor of conditions that may constitute safety issues or violations. Such information will be provided solely to cooperate with and assist the Contractor and shall not make the Field Representative or the Engineer responsible for the enforcement of safety laws, rules, regulations or procedures. After receiving information relating to safety issues from the Field Representative, the Contractor shall make its own examination and analysis of the situation reported and take such action, if any, that the Contractor determines to be appropriate. The Field Representative's performance of observation services shall not make the Field Representative responsible for the enforcement of safety laws, rules, regulations or procedures; nor shall it make the Field Representative responsible for construction means, methods, techniques, sequences, or procedures, or for the Contractor's failure to properly perform the Work, all of which are entirely the responsibility of the Contractor.

3.02.3 CONSTRUCTION OBSERVATION AND INSPECTIONS

- (1) All Work required by the Contract, including all materials and equipment to be furnished and the manufacture and preparation thereof shall, at all times, be subject to observation by the Owner's designated representatives, who may, at any time in the performance of their duties, enter upon the Work or the shops and factories where any part of the Work, materials or equipment are being prepared, fabricated or manufactured.
- (2) Observation of Work by the Owner, the Engineer, or the Field Representative shall not relieve the Contractor of its obligation to furnish satisfactory materials and workmanship. Work or materials found unsatisfactory at any time during the life of the Contract, and the applicable warranty periods, guarantees or limitation periods shall be promptly corrected or replaced immediately by the Contractor at its own expense.
- (3) Upon request by the Owner or Engineer, the Contractor shall furnish all tools, labor, equipment and materials necessary to examine any Work that may be completed or in progress, even to the extent of uncovering or taking down portions of completed or covered Work. Work shall be left exposed until examined by the Owner or Engineer, at no additional cost to the Owner. If the Owner or the Engineer determines that the uncovered Work does not comply with the requirements of the Contract, the cost of such examination and the cost of reconstruction and/or repair shall be borne by the Contractor.

- (4) The Contractor shall promptly comply with all directions of the Engineer with reference to correcting any Work or replacing any materials or equipment found to be not in accordance with the Contract. In the event of a dispute, the Contractor may appeal to the Engineer's decision to the Owner in accordance with the Contract, and the Owner's decision shall be final.

3.02.4 EMERGENCY CONTACT LIST

The Contractor shall submit an emergency contact list to the Engineer no later than five calendar days after the date the contract is executed. The list shall include the Contractor's project manager or equivalent, project superintendent, traffic control supervisor, and erosion and sediment control lead, as applicable. The list shall identify a representative with delegated authority to act as the emergency contact on behalf of the Contractor and include one or more alternates. The emergency contact shall be available upon the Engineer's request at other than normal working hours. The emergency contact list shall include 24-hour telephone numbers for all individuals identified as emergency contacts or alternates.

3.02.5 ORAL AGREEMENTS

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

3.02.6 ELECTRONIC FILES

All Work performed shall be in conformity with the signed Contract Plans and Contract Provisions. If the Contractor requests electronic files, the Engineer may provide the files. The use of the electronic files shall be at the Contractor's sole risk. The Engineer does not warrant the completeness or accuracy of the electronic files and the Engineer assumes no liability for any errors or omissions in the digital data. The Contractor shall be responsible for reviewing and checking the electronic files to ensure that they are suitable for the Contractor's purpose.

3.03 LEGAL RELATIONS AND RESPONSIBILITIES

3.03.1 APPLICABLE LAWS AND REGULATIONS

3.03.1(1) General

The Contractor shall comply with all laws, ordinances, rules and regulations of any authority having jurisdiction in any way relating to the project, including, but not limited to, regulations governing site maintenance, clean-up, air pollution control, noise control, water quality control, surface water control and runoff, tree and vegetation protection, cultural resources and oil and hazardous substance control.

3.03.1(2) Utilities and Similar Facilities

The Contractor shall protect all private and public utilities from damage. Utilities include, among others: telephone lines; cable television and high-speed internet lines; gas; electric power lines; sanitary sewer; sewer; storm sewer and water lines; street lighting and traffic signal and signing systems; and railroad tracks and related equipment.

In accordance with Chapter 19.122 of the Revised Code of Washington, the Contractor shall call the One-Number Locator Service for the field location of underground utilities. If no locator service is available for the area where the project is located, the Contractor shall provide written notice to all owners of utilities known to, or suspected of, having underground facilities within or near all areas of that will be excavated.

If the Work requires removing or relocating one or more utilities, the Contract will assign the task to the Contractor or utility owner. When this task is assigned to the utility owner and that work is not complete before the Contractor begins work, the Contractor shall immediately notify the Engineer in writing.

To expedite the removal or relocation work or to make that work more efficient, the Contractor may ask utility owners to move, remove, or alter their utilities or equipment in ways other than those specified in the Contract. If so, the Contractor shall make the arrangements with the utility owner and pay all costs associated therewith.

The Contractor shall be responsible for all costs required to protect public and private utilities from damage, including the costs of removal and replacement.

3.03.1(3) Site Maintenance

The Contractor shall keep the Work site, staging areas, and Contractor's facilities clean and free from rubbish and debris. Materials and equipment shall be removed from the Work site when they are no longer necessary. Upon completion of the Work and before final acceptance, the Work site shall be cleared of equipment, unused materials, and rubbish and the Work site shall be left in clean and neat condition.

3.03.1(4) State Taxes

The Washington State Department of Revenue has issued special rules on the State sales tax. Section 3-03.1(4) a through Section 3-03.1(4) c are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Owner 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 3-03.1(4) b describes this exception.

The Owner will pay the retained percentage 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 Owner 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 the Contract or not. Any amount so deducted will be paid into the proper State fund.

a. 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.

b. State Sales Tax — Rule 170

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

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

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

c. Services

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

3.03.1(5) Equal Employment Responsibilities

The Contractor shall, at its sole cost and expense, comply with all applicable laws, policies and regulations pertaining to nondiscrimination and equal employment opportunities. The absence of specific provisions or other requirements mandated by state, municipal or federal laws, policies or regulations from these General Conditions shall not excuse the Contractor from compliance with such laws, regulations or policies.

3.03.1(6) Archaeological and Historical Objects

Archaeological or historical objects, such as ruins, human skeletal remains, sites, buildings, artifacts, fossils, or other objects of antiquity that may have significance from a historical or scientific standpoint, which may be encountered by the Contractor, shall not be further disturbed. The Contractor shall immediately notify the Engineer of any such finds.

The Engineer will determine if the material is to be salvaged. The Contractor may be required to stop work in the vicinity of the discovery until such determination is made. The Engineer may require the Contractor to suspend Work in the vicinity of the discovery until salvage is accomplished.

If the Engineer finds that the suspension of Work in the vicinity of the discovery increases or decreases the cost or time required for performance of any part of the Work under the Contract, the Engineer will make an adjustment in payment or the time required for the performance of the work in accordance with Section 3.04.6.

3.03.2 SAFETY MEASURES

All Work under the Contract shall be performed in a safe manner. The Contractor and all subcontractors shall comply with all applicable rules, regulations, and safety standards of the Washington State Department of Labor and Industries and all other federal, state, local and other governmental entities having jurisdiction over the project. The Contractor shall be solely and completely responsible for the conditions of the job site, including the safety of all persons and property during the performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.

The Engineer's review of the Contractor's work plan, safety plan, construction sequences, schedule or performance does not and is not intended to include review or approval of the adequacy of the Contractor's safety measures in, on, or near the job site. The Engineer does not purport to be a safety expert, and is not engaged in that capacity under the Contract. The Engineer has neither the authority nor the responsibility to enforce construction safety laws, rules, regulations, or procedures, or to order the stoppage of Work for claimed violations thereof.

The Contractor shall exercise all required and appropriate precautions to protect all persons and property from injury and damage.

3.03.3 HAZARDOUS MATERIAL

Biological hazards and associated physical hazards may be present at the Work site. The Contractor shall take precautions and perform any necessary Work to provide and maintain a safe and healthful Work site in accordance with all applicable laws. The cost for all Work necessary to provide and maintain a safe Work site shall be included in the Contractor's Proposal, unless the Contract includes provisions to the contrary.

3.03.4 PAYMENT OF WAGES AND RELATED REQUIREMENTS

3.03.4(1) Minimum Prevailing Wage Requirements

- a. The Contract is subject to the minimum prevailing wage and hour requirements of RCW 39.12 and RCW 49.28 (as amended or supplemented). The Contract may list minimum hourly rates for wages for trades or occupations in the locality within the state where such labor is performed as determined by the Industrial Statistician for the Department of Labor and Industries. These rates are for general reference purposes only and may not be current or complete. The Contractor, any subcontractor, or other person doing any Work under the Contract shall not pay any worker less than the applicable current minimum hourly wage rates required by applicable law. Higher wages and benefits may be paid.
- b. The Contractor, any Subcontractor, and all individuals or firms required by RCW 39.12, WAC 296-127 to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by RCW 39.12. Higher wages and benefits may be paid.
- c. In accordance with WAC 296-127, the applicable prevailing wage rates that are in effect on the date when Proposals are due shall remain in effect for the duration of the Contract. By incorporating prevailing wage rates into the Contract, the Owner does not warrant or imply that the Contractor will find labor available at those rates. The Contractor shall calculate in its Proposal any amounts above the minimums that it will actually have to pay. Further, rates for wages and/or fringe benefits may change while the Contract is in force. If they do, the Contractor shall bear the cost of paying rates above those in effect at time of bid.
- d. If employing labor in a class not listed in the Contract Provisions on State funded projects, the Contractor shall request the Industrial Statistician, Department of Labor and Industries to determine the correct wage and benefits rate.
- e. If employing labor in a class not listed in the Contract Provisions on a federally funded project, the Contractor shall request the U.S. Secretary of Labor to determine the correct wage and benefits rate.

- f. The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of RCW 39.12 because of the definition “Contractor” in WAC 296-127-010, complies with all the requirements of RCW 39.12.
- g. The Contractor shall be responsible for compliance with the requirements of the RCW 39.12 by all firms (Subcontractors, lower tier subcontractors, Suppliers, Manufacturers, or Fabricators) engaged in any part of the Work necessary to complete the Contract. Therefore, should a violation of this Subsection occur by any firm that is providing Work or materials for completion of the Contract whether directly or indirectly responsible to the Contractor, the Owner will take action against the Contractor, as provided by the provisions of the Contract, to achieve compliance, including, but not limited to, withholding payment on the Contract until compliance is achieved.
- h. The State of Washington prevailing wage rates for this public works project can be found on the following Labor and Industries link: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates>. The applicable rates should be rates effective on the bid opening date for Journey Level and Apprentice Level in Mason County. A copy of the State of Washington prevailing wage rate determination will also be available for review at the Mason County PUD No. 1 office.

3.03.4(2) Posting Notice Requirements

Notice of intent to pay prevailing wages and prevailing wage rates for the project shall be posted for the benefit of workers. The Contractor shall post the following, together with anything else necessary to comply with all applicable laws and regulations:

- a. One copy of the approved “Statement of Intent to Pay Prevailing Wages” for the Contractor, each subcontractor, and any other firm (Supplier, Manufacturer, of Fabricator) that falls under the provisions of RCW 39.12 because of the definition of “Contractor” in WAC 296-127-010;
- b. One copy of the prevailing wage rates for the project;
- c. The address and telephone number of the Industrial Statistician for the Department of Labor and Industries, along with a statement that complaints and questions about wage rates may be directed there; and

Notice shall be posted at a location readily visible to workers at the job site, or where no field office is established, at a local office. The Contractor shall supply a copy of the Notice to any employee upon request.

3.03.4(3) Apprentices

If employing apprentices, the Contractor shall submit to the Owner written evidence showing:

- a. That each apprentice is enrolled in a program approved by the Washington State Apprenticeship and Training Council;
- b. The progression schedule for each apprentice; and
- c. The established apprentice-journeyman ratios and wage rates in the project locality upon which the Contractor shall base such ratios and rates under the contract. Any worker for whom an apprenticeship agreement has not been registered and approved by the Washington State Apprenticeship and Training Council shall be paid the prevailing hourly rate for journeymen provided in RCW 39.12.021.

3.03.4(4) Required Documents

1. General

All “Statements of Intent to Pay Prevailing Wages”, “Affidavits of Wages Paid” and Certified Payrolls shall be submitted on the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. Statements of Intent to Pay Prevailing Wages”, and “Affidavits of Wages Paid” shall also be submitted to the Engineer. When requested by the Engineer, Certified Payrolls shall also be submitted to the Engineer.

2. Intents and Affidavits

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

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

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

3. Certified Payrolls

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

4. Penalties for Noncompliance

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

3.03.5 BONDS, INSURANCE AND INDEMNITY OBLIGATIONS

3.03.5(1) Contract Bonds

The successful bidder shall provide an executed Performance Bond and Public Works Payment Bond for the full Contract amount (including sales tax). The Contract Bonds shall:

1. Be on Owner-furnished forms;
2. Be signed by an approved Surety (or Sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner; and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.
3. Be conditioned upon the faithful performance of the Contract by the Contractor within the prescribed time; and
4. Guarantee that the Surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, Subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the Contract; or
 - b. Of the Contractor (or the Subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, Subcontractors, lower tier subcontractors, materialperson, or any other person who provides supplies or provisions for carrying out the Work.
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and

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

The Owner may require Sureties or Surety companies on the Contract Bonds to appear and qualify themselves. Whenever the Owner deems the Surety or Sureties to be inadequate, it may, upon written demand, require the Contractor to furnish additional Surety to cover any remaining Work. Until the added Surety is furnished, payments on the Contract will stop.

3.03.5(1.1) Two-Year Guarantee Period

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

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for 2 years after acceptance of the corrections by Owner.

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

3.03.5(2) Worker's Benefits

- a. The Contractor shall make all payments required for unemployment compensation under RCW Title 50 and for industrial insurance and medical aid required under RCW Title 51. If any payment required by Title 50 or Title 51 is not made when due, the Contractor shall indemnify the Owner with respect to all costs and damages, including attorneys' fees and expenses, associated with such nonpayment. The Owner may retain payments due under Title 50 or Title 51 from any money due to the Contractor and make payment to the appropriate fund.
- b. The Contractor shall include in the various items in its bid Proposal all costs for payment of unemployment compensation and for providing the required insurance coverage(s). The Contractor will not be entitled to any additional payment for: (1) failure to include such costs in the Proposal, or (2) post-Award determinations made by the U.S. Department of Labor, the Washington State Department of Labor and

Industries, or any other agency or entity regarding insurance coverage requirements.

3.03.5(4) Public Liability & Property Damage Insurance

3.03.5(4.1) General Requirements

- A. The Contractor shall procure and maintain insurance described in all subsections in this Section, from insurers with a current A.M. Best rating not less than A – VII and licensed to do business in the state of Washington. The Owner reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the Contract and for 30 days after the Physical Completion Date, unless otherwise indicated.
- C. All insurance coverage required by this section shall be written and provided by “occurrence-based” policy forms rather than by “claims made” forms.
- D. The insurance policies shall contain a “cross liability” provision.
- E. The Contractor’s and all subcontractors’ insurance coverage shall be primary and non-contributory insurance as respects the Owner’s insurance, self-insurance, or insurance pool coverage. Any insurance, self-insurance or self-insured pool coverage maintained by the Owner shall be excess of the Contractor’s insurance and shall not contribute with it.
- F. The Contractor shall provide the Owner and all Additional Insured with written notice of any policy cancellation and the date of effective cancellation within 2 business days of receipt.
- G. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Owner.
- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of Contract, upon which the Owner may, after giving 5 business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the Contractor from the Owner.
- I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

3.03.5(4.2) Additional Insured

All insurance policies, with the exception of Workers Compensation, shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- The Owner and its officers, elected officials, employees, agents, and volunteers;
- Gray & Osborne, Inc.;

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by the Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 3.03.5(4.4) describes limits lower than those maintained by the Contractor.

3.03.5(4.3) Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 3.03.5(4.5)A and 3.03.5(4.5)B. Upon request of the Owner, the Contractor shall provide evidence of such insurance.

3.03.5(4.4) Verification of Coverage

The Contractor shall deliver to the Owner a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the Work. The certificate and endorsements shall conform to the following requirements:

1. An ACORD certificate or a form determined by the Owner to be equivalent. The certificate or an endorsement form shall indicate the Contractor's insurance is primary and non-contributory.
2. The Contractor shall obtain endorsement forms CG 2010 10 01, CG 2032 07 04 and CG 2037 10 01 or the equivalent of each, naming the Owner and all other entities listed in 3-03.5(4.2) as Additional Insured(s) and showing the policy number. If the Contractor is unsuccessful in securing these endorsements after exerting commercially reasonable efforts, the Contractor shall obtain other endorsements providing equivalent protection to the Additional Insured. Commercially reasonable efforts shall be evidenced by a signed statement by the Contractor's insurance broker indicating that endorsement forms CG 2010 10 01, CG 2032 07 04 and CG 2037 10 01 are not available and the endorsements submitted provide equivalent protection to the Additional Insured.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notification of coverage enhancements on the Certification of Insurance shall not satisfy these requirements; actual endorsement must be submitted.

Upon request, the Contractor shall forward to the Owner 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.

3.03.5(4.5) Coverages and Limits

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

3.03.5(4.5)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 3 years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

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

3.03.5(4.5)B Automobile Liability

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

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

3.03.5(4.5)C Workers' Compensation

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

3.03.5(4.5)D Excess or Umbrella Liability

The Contractor shall provide Excess or Umbrella Liability coverage at limits of \$2 million per occurrence and annual aggregate. This excess or umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage and employers liability.

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

3.03.5(4.5)I Marine Pollution

If this Contract is near or on water, the Contractor shall procure and maintain Pollution Liability (OPA, CERCLA) insurance to satisfy U.S. Coast Guard requirements as respects the Federal Oil Pollution Act of 1990 and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended.

Such policy must provide the following minimum limits, or statutory limits of liability as applicable, whichever is higher:

\$1,000,000 per Occurrence

3.03.5(4.5)J Pollution Liability

If this Contract includes work with lead based paint, materials containing asbestos or transportation of hazardous materials, the Contractor shall provide a Contractors Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims, arising out of any one or more of the following:

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

All entities listed under 3.03.5(4.2) of these Special Provisions shall be named by endorsement as additional insureds on the Contractors Pollution Liability insurance policy.

Such Pollution Liability policy shall provide the following minimum limits:

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

3.03.5(4.5)K Professional Liability

If the Contract requires engineering design services, the Contractor and/or its Subcontractor(s) and/or its design consultant providing construction management, value engineering, or any other design-related non-construction professional services shall provide evidence of Professional Liability insurance covering professional errors and omissions.

Such policy shall provide the following minimum limits:

\$1,000,000 per claim and annual aggregate

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

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

3.03.5(5) Indemnity and Hold Harmless

- a. To the fullest extent permitted by law and subject to the limitations of RCW 4.24.115, the Contractor shall defend, indemnify and hold harmless the Owner and the Engineer and their appointed and elective officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and expenses arising out of or resulting from the negligent performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Provided, however, that when any such claim, damage, loss or expense arises from the concurrent negligence of (1) the Owner, or anyone for whose acts it may be liable, and (2) the Contractor, or anyone for whose acts it may be liable, it is expressly agreed that the Contractor's obligations of defense and indemnity under this section shall be effective only to the extent of the Contractor's negligence and those for whose negligence the Contractor is responsible. This obligation of indemnity shall not extend to claims, losses or expenses arising from the sole negligence of the Owner, its appointed or elected officials, agents or employees.
- b. In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's

compensation acts, disability benefit acts or other employee benefit acts, it being the expressed intent of the parties that Contractor herein specifically waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. **THIS WAIVER HAS BEEN SPECIALLY NEGOTIATED BY THE PARTIES, WHO HAVE ACKNOWLEDGED SAME BY AFFIXING THEIR SIGNATURES TO THE PROPOSAL FORM.**

3.03.5(6) Patent Royalties & Process Fees

The Contractor shall be responsible for all costs arising from the use of patented devices, materials, or processes used in or incorporated in the Work. The Contractor agrees to indemnify, defend, and save harmless the Owner from all claims and damages, in any way relating to the use of patented devices, materials, or processes used in or incorporated in the Work.

3.03.6 METHOD OF SERVING NOTICE

All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, shall be in paper format, hand delivered or sent via mail delivery service to the Owner. Electronic formats such as emails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

3.04 PROSECUTION AND PROGRESS OF THE WORK

3.04.1 QUALITY OF WORK

3.04.1(1) Workmanship

- a. The Contractor represents that it is fully experienced and possesses all the necessary capital, facilities and expertise to perform all of the Work, and hereby guarantees that all of the Work performed by it under the Contract will be of the highest quality and done in a workmanlike fashion in strict accordance with the requirements of the Contract.
- b. The Contractor shall at all times employ skilled workmen and use skilled Subcontractors in the performance of the Work. When required in writing by the Owner or the Engineer, the Contractor or its Subcontractors shall remove from the Work site any person or Subcontractor who is, in the opinion of the Owner or the Engineer, not competent, not qualified, disorderly, or otherwise unsatisfactory and shall not again employ such discharged person or Subcontractor on the Work, except with the prior written consent of the Owner. Discharge of any person or Subcontractor shall not be the basis of any claim for compensation or damages against the Owner or the Engineer.
- c. All Work performed under the Contract shall be of first quality workmanship throughout, with the Work complete and in full working order upon completion.

- d. Except when otherwise expressly specified in the Contract, the Contractor shall design, survey, layout and be responsible for all methods, materials and equipment used in performing the Work.
- e. If, at any time, the Contractor's workforce (including Subcontractors), in the opinion of the Owner and/or the Engineer, shall be inadequate for maintaining the necessary progress required to complete the Work within the Contract Time, the Contractor shall, if so required by the Owner and/or the Engineer, increase the workforce or equipment to such an extent as to give reasonable assurance of compliance with the Work schedule. The failure of the Owner and/or the Engineer to make such demand shall not relieve the Contractor of its obligation to perform the Work in accordance with the requirements of the Contract. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its activities, construction methods and the rate of progress required by the Contract.

3.04.1(2) Contractor's Supervisory and Site Personnel

- a. The Contractor shall assign sufficient supervisory personnel to ensure the faithful prosecution of the Work and shall have adequate supervisory personnel present at the Work site who are either employees of the Contractor or duly authorized representatives designated in writing to the Owner and/or the Engineer. The Contractor shall at all times maintain at the Work site a complete copy of the Contract Provisions, Contract Plans, and record drawings of the Work that has been completed.
- b. The Contractor shall at all times have at least one duly authorized supervisory representative at the Work site who shall be fully authorized to make binding decisions on behalf of the Contractor with respect to the Work. If the Contractor's duly authorized supervisory representative at the Work site will be absent from the Work site for more than four hours, he/she shall designate an assistant who possesses the same authority and so inform the Owner and the Field Representative, if applicable.

3.04.2 MATERIALS AND EQUIPMENT

- (1) Materials and equipment furnished and installed shall be manufactured, fabricated or constructed to meet all applicable safety requirements. All material and equipment supplied by the Contractor and incorporated in the Work shall be of new manufacture, free from defects and in strict compliance with the requirements of the Contract. When required by the Owner, a certificate from the manufacturer or other responsible supplier shall be supplied attesting to this fact.
- (2) All tools and equipment used for construction operations shall be of the size and type suitable for the Work and shall be kept in safe and good working condition at all times.

- (3) The Contractor shall, whenever required during the progress of the Work and after completion of the Work, furnish proof acceptable to the Owner that all items of equipment and all materials installed equal or exceed all requirements specified in the Contract.
- (4) The Contractor shall use all means possible to protect materials and equipment from damage or degradation of any kind before, during and after installation.
- (5) The Contractor shall replace any materials or equipment damaged during the performance of the Work to the approval of the Owner and the Engineer. The cost of replacing damaged materials and equipment shall be borne by the Contractor.

3.04.3 SPECIFICATION OF PARTICULAR MATERIALS AND EQUIPMENT

- (1) Within the Contract, certain items are specified by brand, style, trade name, or manufacturer in order to set forth a standard of quality, and/or preference by the Owner. Unless specifically noted otherwise, it is not the intent of the Contract to exclude other processes or materials of a type and quality equal to those designated.
- (2) The term “or equal” as used in the Contract does not mean that the Contractor’s substitution of material or equipment will necessarily be approved as equal by the Engineer. If the Contractor desires to substitute material or equipment on the basis that it is equal to that specified, the Contractor shall submit a written request to the Engineer to substitute the material or equipment. The Contractor shall not use or incorporate such material or equipment into the Work until the Contractor has received written approval from the Engineer.
- (3) If the Contractor proposes substitutions, the Engineer will record all time used to evaluate each proposed substitution. If an approved substitution requires revisions to the Contract Documents, the Engineer will record all time to accomplish the revisions. Whether or not the Engineer approves a proposed substitution all direct and indirect cost to evaluate the proposed substitution shall be deducted from amounts due or to become due to the Contractor.
- (4) No additional compensation or extension of time will be allowed the Contractor for any changes required to incorporate substituted materials or equipment.

3.04.4 STORAGE

3.04.4(1) On-Site Storage

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

3.04.4(2) Off-Site Storage

The Contractor may be required to provide offsite storage of equipment and materials to enable construction to occur at the Work site. The Contractor has full responsibility to secure all offsite storage areas, if needed, and shall include the costs for providing such storage areas in the bid Proposal for the individual equipment and material items requiring off-site storage. All off-site storage areas shall be enclosed or fenced and be secure.

3.04.5 DEFECTIVE MATERIALS, EQUIPMENT AND WORKMANSHIP

- (1) Materials, equipment, or workmanship which, in the opinion of the Owner or the Engineer, does not conform to the Contract or are in any other way unsatisfactory or unsuited to the purpose for which they are intended may be rejected. The Contractor shall remove from the Work site without delay, all rejected materials, equipment and work, and shall promptly replace the same in strict conformity with the requirements of the Contract. Unsatisfactory materials, equipment and workmanship may be rejected at any time, notwithstanding any previous testing, inspection or acceptance of such materials, equipment or workmanship, or inclusion thereof in any previously issued progress estimates.
- (2) If the Contractor fails to correct defective Work, equipment or materials, the Owner shall have the right to exercise any of the following options or any combination thereof:
 - a. The Owner may replace the defective Work, materials or equipment by purchase from or contract with any other parties at the expense of the Contractor, and in this event, the Owner shall be entitled without compensation to the Contractor, to the use of the defective Work or equipment for such reasonable time as is necessary to enable Owner to replace such defective Work, materials or equipment.
 - b. The Owner may elect to accept the defective Work, materials or equipment and issue a Change Order reflecting a credit against the contract price, computed under the terms of the Contract in an amount to be determined by the Engineer, which amount shall reflect the actual value to the Owner of the accepted Work.
 - c. Upon receipt of notice from the Owner of any defects in material, equipment or workmanship which appear within a two-year period following the Substantial Completion Date, or within any other warranty or guarantee period required by the Contract or provided by a manufacturer or supplier, the Contractor shall promptly and with the least possible delay and inconvenience to the Owner, repair or replace such defective workmanship, material or equipment without expense to the Owner.
 - d. The Contractor shall be responsible for the full cost of correcting defective Work and complying with warranties and guarantees as required by the

Contract. Direct or indirect costs, including administrative and engineering, incurred by the Owner 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 Owner 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.

- e. All warranties, guarantees, and other obligations to correct work that does not comply with the Contract are material requirements of the Contract. The performance of all warranties, guarantees and other obligations shall be secured by the Performance Bond and the Public Works Payment Bond submitted by the Contractor at the time the Contract is signed.

3.04.6 CHANGES IN THE WORK

- (1) The Owner or the Engineer may, at any time, without notice to the Performance Bond or Public Works Payment Bond sureties, by written order designated or indicated to be a Change Order or Change Directive, make any change, including modifications to, additions to or deletions from the Work including, but not limited to, changes:
 - a. To the Contract Provisions and Contract Plans;
 - b. To quantities or performance of the Work;
 - c. To Owner-furnished facilities, equipment, materials, services or the Work site; or
 - d. To the schedule for the Work or the Contract Time.
- (2) A Change Order is an amendment to the Contract, which signifies changes in the scope of the Work, the Contract Time, and/or the Contract price. A Change Order shall be the complete expression of the agreement between the Owner and the Contractor. No claims or entitlement to and equitable adjustment or changes to the Contract Time and/or Contract Price will be allowed for alleged verbal or oral agreements or directives.
- (3) The Engineer will issue a written change order for any change. If the Engineer determines that the change increased or decreased the Contractor's costs or time to do any of the Work, the Engineer will make an equitable adjustment to the Contract. The equitable adjustment will be by agreement with the Contractor. However, if the parties are unable to agree, the Engineer will determine the amount of the equitable adjustment in accordance with Section 3.04.6(7) and adjust the time as

the Engineer deems appropriate. Extensions of time will be evaluated in accordance with Section 3.04.15(2).

The Contractor shall proceed with the Work upon receiving:

1. A written change order approved by the Owner; or
2. An oral order from the Engineer before actually receiving the written change order.

Within 14 calendar days of delivery of the change order the Contractor shall endorse and return the change order, request an extension of time for endorsement or respond in accordance with Section 3.04.8. The Owner may unilaterally process the change order if the Contractor fails to comply with these requirements. Changes normally noted on field stakes or variation from estimated quantities, except as provided in Section 3.04.6(8), will not require a written change order. These changes shall be made at the unit prices that apply. The Contractor shall respond immediately to changes shown on field stakes without waiting for further notice.

The Contractor shall obtain written consent of the Surety or Sureties if the Engineer requests such consent.

- (4) All Change Orders will be prepared by the Owner or Engineer and executed in triplicate with one copy to the Owner, one to the Contractor, and one retained by the Engineer.
- (5) If the Contractor encounters any circumstances during the performance of the Work that the Contractor contends creates any entitlement to a change in the Contract Time, the Contract Price, or both, the Contractor shall immediately provide written notice to the Engineer. Within 10 calendar days after providing written notice, the Contractor shall provide a written request to the Engineer for a change to the Contract Time and/or Contract Price and provide detailed information supporting the request, including cost and schedule information.
- (6) No claim by the Contractor shall be allowed if the terms of this Section 3.04.6 are not strictly followed. In the event of any non-compliance, the Contractor shall be conclusively determined to have waived any claim or entitlement to an adjustment of the Contract Time or the Contract Price.
- (7) The cost to be included in an adjustment for any changes to the Work, adjustment of the Contract Time or Contract Price and any equitable adjustment or entitlement related to the Work or the Contract shall meet the notice provisions of Section 3.04.6, and will be determined strictly by one or a combination of the following methods:
 - a. Contract unit bid prices previously agreed upon; or

- b. If there are no unit bid prices, an agreed lump sum; or
- c. If the amount of the adjustment cannot be agreed upon in advance or in the manner provided in subparagraph a or b above, the cost will be determined by the actual cost of:

- 1. Labor including working foremen. Labor rates will only include the basic wage and fringe benefits, the current rates for Federal Insurance Compensation Act (FICA), Federal Unemployment Tax Act (FUTA) and State Unemployment Tax Act (SUTA), and the company's present rates for medical aid and industrial insurance premiums;
- 2. Materials incorporated permanently into the Work;
- 3. The ownership or rental cost of equipment during the time of use on the extra work. Equipment rates shall be as set forth in the then current AGC/WSDOT Equipment Rental Agreement. These rates shall be full compensation for all costs incidental to furnishing and operating the equipment. The Contractor shall submit copies of the applicable portions of the AGC/WSDOT Equipment Rental Agreement to the Engineer; plus
- 4. Overhead and Profit as follows:

For Work performed by the Contractor, an amount to be agreed upon but not to exceed 15 percent of the labor, material, and equipment cost agreed to by the Engineer as compensation for supervision, small tools, provisions for safety, home office and field overhead, profit and other general conditions expenses, including, but not limited to, insurance, bond and business and occupation taxes.

For Subcontractor Work, the Subcontractor will be allowed an amount to be agreed upon but not to exceed 15 percent of the labor, material, and equipment cost agreed to by the Engineer as compensation for supervision, small tools, provisions for safety, home office and field overhead, profit and other general conditions expenses, including, but not limited to, insurance, bond and business and occupation taxes. The Contractor will be allowed an additional markup of 10 percent to compensate the Contractor for all administrative costs, including home office and field overhead, profit, bonding, insurance, business and occupation taxes and any other costs incurred.

In no case will the total fixed fee for the Contractor and all Subcontractors of all tiers exceed 30 percent.

- (8) Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original bid quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original bid quantity, and that bid item represents 10 percent or more of the total original contract price. In that case, payment for Contract Work may be adjusted as described herein.

The adjusted final quantity shall be determined by starting with the final accepted quantity measured after all Work under an item has been completed. From this amount, subtract any quantities included in additive change orders accepted by both parties. Then, to the resulting amount, add any quantities included in deductive change orders accepted by both parties. The final result of this calculation shall become the adjusted final quantity and the basis for comparison to the original Proposal quantity.

- a. **Increased Quantities.** Either party to the Contract will be entitled to renegotiate the price for that portion of the adjusted final quantity in excess of 1.25 times the original Proposal quantity, if 10 percent or more of the original contract price. The price for excessive increased quantities will be determined by agreement of the parties, or, where the parties cannot agree, the price will be determined by the Engineer based upon the actual costs to perform the Work, including reasonable markup for overhead and profit. The final price will be determined by the Engineer.
- b. **Decreased Quantities.** Either party to the Contract will be entitled to an equitable adjustment if the adjusted final quantity of Work performed is less than 75 percent of the original Bid quantity, if 10 percent or more of the original contract price. The Contractor shall submit the documentation to support the equitable adjustment to the Engineer. The equitable adjustment shall be based upon and limited to three factors:
 1. Any increase or decrease in unit costs of labor, materials or equipment, utilized for Work actually performed, resulting solely from the reduction in quantity;
 2. Changes in production rates or methods of performing Work actually done to the extent that the nature of the Work actually performed differs from the nature of the Work included in the original plan; and
 3. An adjustment for the anticipated contribution to unavoidable fixed cost and overhead from the units representing the difference between the adjusted final quantity and 75 percent of the original Plan quantity.

The following limitations shall apply to renegotiated prices for increases and/or equitable adjustments for decreases:

1. The equipment rates shall be actual cost but shall not exceed the rates set forth in the AGC/WSDOT Equipment Rental Agreement.
2. No payment will be made for extended or unabsorbed home office overhead and field overhead expenses to the extent that there is an unbalanced allocation of such expenses among the Contract Bid items.
3. No payment for consequential damages or loss of anticipated profits will be allowed because of any variance in quantities from those originally shown in the Proposal form, Contract Provisions, and Contract Plans.
4. The total payment (including the adjustment amount and unit prices for Work performed) for any item that experiences an equitable adjustment for decreased quantity shall not exceed 75 percent of the amount originally Bid for the item.

If the adjusted final quantity of any item does not vary from the quantity shown in the Proposal by more than 25 percent, then the Contractor and the Owner agree that all Work under that item will be performed at the original Contract unit price.

When ordered by the Engineer, the Contractor shall proceed with the Work pending determination of the cost or time adjustment for the variation in quantities.

The Contractor and the Owner agree that there will be no cost adjustment for decreases if the Owner has entered the amount for the item in the Proposal form only to provide a common Proposal for Bidders.

3.04.7 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of: (1) pre-existing subsurface or latent physical conditions at the Work site that differ materially from those indicated in the Contract Documents, or (2) pre-existing unknown physical conditions at the Work site, of an unusual nature, that differ materially from those ordinarily encountered and generally recognized as inherent in the Work of the character required by the Contract. The Engineer shall be given an opportunity to examine such conditions in order to advise the Owner of possible modifications to the Work to mitigate such conditions. If the Engineer determines that conditions are materially different and cause a material increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, an equitable adjustment shall be made in the Contract Time and/or Contract price in accordance with other

applicable provisions of the Contract relating to changes in the Work. Failure of the Contractor to give notice of such conditions at the time of discovery shall constitute a waiver of any claim for an equitable adjustment. Any such adjustments to the Contract Price shall be computed strictly limited to amounts provided under paragraph 3.04.6.

3.04.8 PROTEST BY THE CONTRACTOR

If the Contractor disagrees with anything in a Change Order or a written directive, or with any interpretation or determination by the Engineer, the Contractor shall:

- a. Immediately submit a signed written notice of protest to the Engineer before doing the Work;
- b. Supplement the written protest within 14 calendar days with a written statement and supporting documents providing the following:
 1. The date and nature of the protested order, direction, instruction, interpretation or determination;
 2. A full discussion of the circumstances which caused the protest, including names of persons involved, time, duration, and nature of the Work involved and a review of the Plans and Contract Provisions referenced to support the protest;
 3. The estimated dollar cost, if any, of the protested Work and a detailed breakdown showing how that estimate was determined; and
 4. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
 5. If the protest is continuing, the information required above shall be supplemented upon request by the Engineer until the protest is resolved.

The Contractor shall keep detailed and complete records of extra costs and schedule impacts to Contract Time that in any way relate to a protest. The Contractor shall allow the Engineer to have access to all documents and records needed for evaluating the protest.

The Engineer will evaluate all protests that comply with this Section. If the Engineer determines that a protest is valid, the Engineer will adjust the Contract Price and/or the Contract Time by an adjustment in accordance with Section 3.04.6 and 3.04.15(2).

During the time when any protest is pending, the Contractor shall proceed promptly with the Work, as the Engineer orders in writing.

The Contractor's failure to submit a protest in strict accordance with the requirements of this Section shall constitute a waiver of any claim for an adjustment to the Contract Time, the Contract Price, or other relief.

3.04.9 SUBCONTRACTORS AND SUBCONTRACTS

3.04.9(1) Contractor Responsibility

Nothing contained in the Contract shall create any contractual or other relationship between the Owner and/or the Engineer and any Subcontractor or sub-subcontractor, and no performance undertaken by any such Subcontractor or sub-subcontractor shall, under any circumstances, relieve the Contractor of its obligations and responsibilities under the Contract.

Prior to subcontracting any Work, the Contractor shall verify that every first tier Subcontractor meets the responsibility criteria stated below at the time of subcontract execution. The Contractor shall include these responsibility criteria in every subcontract, and require every Subcontractor to:

1. Possess any electrical contractor license required by 19.28 RCW or elevator contractor license required by 70.87 RCW, if applicable;
2. Have a certificate of registration in compliance with Chapter 18.27 RCW;
3. Have a current State unified business identifier number;
4. If applicable, have:
 - a. Industrial insurance coverage for the bidder's employees working in Washington (Title 51 RCW);
 - b. An employment security department number (Title 50 RCW);
 - c. A state excise tax registration number (Title 82 RCW).
5. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3);
6. Verify these responsibility criteria for every lower tier subcontractor at the time of subcontract execution; and
7. Include these responsibility criteria in every lower tier subcontract.

3.04.9(2) Contractor Work Performance Requirement

Work done by the Contractor's own organization shall account for at least 30 percent of the awarded Contract price.

3.04.9(3) Approval of Subcontractors

The Contractor shall not subcontract Work unless the Engineer approves in writing. Each request to subcontract shall be on the form the Engineer provides. If the Engineer requests, the Contractor shall provide proof that the subcontractor has the experience, ability, and equipment the work requires. The Contractor shall require each subcontractor to comply with Section 3.03.4 and to furnish all certificates and statements required by the contract. Approval of a Subcontractor by the Owner shall not relieve the Contractor or Subcontractor of any obligations or responsibilities under the Contract. Any delays or other impacts caused by the failure of the Contractor to provide required information and obtain approval of any Subcontractor in a timely manner will not be considered as justification for additional compensation or an extension of the Contract Time.

3.04.9(4) Subcontracts

Upon approval of Subcontractors by the Owner, the Contractor shall, if requested, provide the Owner with complete copies of all subcontracts entered into between the Contractor and any Subcontractor. Providing requested subcontracts to the Owner shall be a condition precedent to the Owner's obligation to make any progress payment to the Contractor.

3.04.9(5) Incorporation of Contract

Every subcontract entered into by the Contractor shall expressly bind each Subcontractor to all of the terms and conditions of the Contract, which the Contractor shall incorporate into each subcontract by reference.

3.04.9(6) Replacement of Subcontractors

Subject to the requirements of state and/or federal agencies having jurisdiction over MBE/WBE/DBE requirements applicable to the Work, should it become impossible for a Subcontractor to perform the Subcontractor's intended work, the Contractor shall submit the information required above for an alternate Subcontractor at least 10 days prior to the time that the Subcontractor is scheduled to begin work. The failure of any Subcontractor to perform its portion of the Work in a timely or workmanlike fashion is the sole responsibility of the Contractor.

3.04.10 MUTUAL RESPONSIBILITY OF CONTRACTORS

The Owner reserves the right to perform other work on or near the Work site using its own forces and/or other contractors. The Contractor shall take all reasonable steps to coordinate its performance of the Work with the Owner and/or such other contractors and subcontractors. If, through acts of commission or omission on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage with respect to the other work being performed by the Owner, the Contractor agrees to promptly settle with such other contractor or subcontractor by agreement or other dispute resolution process. The Contractor agrees to indemnify and hold harmless the Owner and the Engineer from all claims asserted against and liability incurred by the Owner or the Engineer resulting from disputes between the Contractor and any other contractor or any subcontractor or material supplier. The indemnification rights of the Owner and the Engineer include expenses such as, but not limited to, salaries/wages of employees and all other expenses

relating to any mediation, litigation, or arbitration, including costs, consulting fees and attorneys' fees. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained by an act or omission of the Contractor or anyone for whose acts it may be liable, the Owner or the Engineer shall notify the Contractor, which shall defend, indemnify and save harmless the Owner and the Engineer against such claim.

The coordination of the Work with other work by the Owner shall be taken into account by the Contractor as part of its site investigation obligations under Section 2.01.4, and all costs thereof shall be borne by the Contractor as part of the contract price for the Work.

3.04.11 RISK OF LOSS

The Contractor shall have all risk of loss for all Work in progress, all materials, all equipment and all other items in any way relating to the Work through theft, fire, other casualty, act of God, or any other cause until the Contract Completion Date.

3.04.12 MEASUREMENT AND PAYMENT

3.04.12(1) General

The Contract price for the Work, whether lump sum or unit prices, shall constitute full compensation for furnishing all facilities, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete all items of the Work in accordance with the Contract, notwithstanding that minor or incidental features of the Work may not be shown on the Contract Plans or Contract Provisions.

3.04.12(2) Measurement

Measurement for all items shall be as specified in the Contract for unit price and lump sum price items.

3.04.12(3) Payment

Payment for all of the Work will be made at the lump sum or unit contract price as set forth in the Contract. Payment of the contract price shall constitute full compensation for the complete performance of all of the Work.

3.04.12(4) Access to Books and Records

The Contractor shall, whenever so requested, give the Owner and/or the Engineer access to all invoices, bills of lading and other documents relating to the Work. The Contractor shall, without charge, provide personnel and measures and scales with adequate capacity for measuring or weighing any materials or other items paid for on a unit price basis.

3.04.12(5) Progress Payment Estimates

Progress payment estimates shall be prepared by the Engineer and reviewed by the Contractor and will be submitted with the Engineer's recommendation to the Owner for its approval on the first day of the month for all Work completed through the 26th day of the preceding month, unless otherwise agreed upon by the Owner, the Engineer and the Contractor. The Engineer will prepare progress payment estimates as accurately as available information permits. The Owner will make no payment under the Contract for the Work performed until the "Statement of Intent to Pay Prevailing Wages," in accordance with RCW 39.12.040, is submitted to the Engineer, including Subcontractor wage rates. In general, each progress payment will be based upon the payment schedule and the value of Work performed during the preceding pay period. Before the final progress payment estimate is prepared, all quantities will be reviewed by the Engineer.

3.04.12(6) Payment for Materials on Hand

The Owner may reimburse the Contractor for 90 percent of the invoice amount of materials and equipment purchased before their incorporation into the work if properly stored on or near the Work site. Invoices for equipment and materials will be verified and approved by the Engineer. Each invoice shall be sufficiently detailed to enable the Engineer to determine actual costs. Payment for materials on hand shall not exceed the total contract cost of the contract item. Payment will not be made for granular materials, forming materials, consumables, nails, tie wire, etc. Payment will not be made for materials for any invoice that is less than \$2,000.00 or for freight bills and similar items. Payment for equipment or materials on hand shall not constitute acceptance of the equipment or materials. Equipment and materials will be rejected if found to be faulty, even if payment for it has been made.

3.04.12(7) Payments Withheld

The Engineer may decide not to recommend approval of all or a portion of a progress estimate, and/or the Owner may decide to withhold from a progress estimate an amount sufficient to protect the Owner from loss because of:

- a. Defective Work not remedied;
- b. Third-party claims or reasonable evidence indicating the probability that a third-party claim will be asserted;
- c. Failure of the Contractor to make timely and proper payments to Subcontractors or for labor, materials or equipment;
- d. Reasonable evidence that the Work cannot be completed for the unpaid balance of the contract price;
- e. Damage to the Owner or another contractor;

- f. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance of the contract price will not be adequate to cover actual or liquidated damages for the anticipated delay;
- g. Repeated failure by the Contractor to comply with the directions of the Owner or the Engineer or to carry out the Work in accordance with the Contract;
- h. Other appropriate reasons necessary to protect the Owner.

3.04.12(8) Payment Upon Correction of Deficiencies

When the reason or reasons for withholding payment are resolved, payment will be made for amounts previously withheld.

3.04.12(9) Final Payment

After final inspection (Section 3.04.16(2)) of the Work and a determination by the Engineer that the Physical Completion Date has been achieved, the balance of the Contract price due to the Contractor will be paid based upon the final estimate by the Engineer and presentation of a Final Contract Voucher Certification signed by the Contractor. The Final Contract Voucher Certification shall be deemed to be a release of all claims of the Contractor unless a claim is filed in accordance with the requirements of Section 3.05 and is expressly excepted from release in the Contractor's Final Contract Voucher Certification. The date the Owner signs the Final Contract Voucher Certification constitutes the Contract Completion Date in accordance with Section 3.04.16(3).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required in order to achieve the Contract Completion Date, the Owner reserves the right to establish a completion date (for the purpose of meeting the requirements of RCW 39.08 and RCW 60.28) and unilaterally accept the Work. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a completion date and unilateral final acceptance will be provided by certified letter from the Owner 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 certified letter is received by the Contractor. The date on which the Owner unilaterally signs the Final Contract Voucher Certification shall constitute the Contract Completion Date under Section 3.04.16(3). The Owner shall have the right to unilaterally establish a Contract Completion Date when either (1) the Physical Completion Date for the Work has been achieved in accordance with Section 3.04.16(2), or (2) the Owner terminates the contract in accordance with Section 3.07. Unilateral establishment of the Contract Completion Date by the Owner shall not in any way relieve the Contractor of any liability for failing to comply with the Contract or from responsibility for compliance with all federal, state, tribal, or local laws, ordinances, and regulations that affect the Work.

Payment to the Contractor of partial or final payment estimates and retained percentages shall be subject to applicable laws.

3.04.13 WORK HOURS

Except in the case of emergency or unless otherwise approved by the Owner, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day.

3.04.14 CONTRACT TIME

The Contract Time shall begin on the first working day following the 10th calendar day after the issuance of the written Notice to Proceed or the first day on which the Contractor begins to perform Work on the site, whichever occurs first. Time is of the essence of the Contract. All of the Work shall be completed within the time limits set forth in the Contract, and the Contractor's unexcused failure to do so shall result in the assessment of liquidated damages as provided in the Contract.

The Contractor shall complete all of the physical Work within the number of calendar days that are specified as the Contract Time. Every day will be counted as a calendar day.

Each calendar day shall be charged to the Contract Time as it occurs until the physical completion date. If requested by the Contractor in writing, the Engineer will provide the Contractor with a weekly statement that shows the number of calendar days: (1) charged to the Contract Time the week before; (2) specified for the Contract Time; and (3) remaining to achieve the physical completion date. If the Contractor disagrees with any statement issued by the Engineer, the Contractor shall submit a written protest within 10 calendar days after the date of the statement. The protest shall be sufficiently detailed to enable the Engineer to ascertain the basis for the dispute and amount of time disputed. Any statement that is not protested by the Contractor as required in this Section shall be deemed as having been accepted as correct.

3.04.15 CONSTRUCTION SCHEDULE

3.04.15(1) Progress Schedule

- a. The Contractor shall submit to the Engineer one electronic copy of a progress schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule shall be a critical path method (CPM) schedule, bar chart, or other standard schedule format unless otherwise specified in the Technical Specifications. Regardless of which format is used, the schedule shall identify the critical path. The Engineer will evaluate the schedule and return the schedule for corrections. No progress payments will be made until the required progress schedules have been submitted in a form acceptable to the Engineer.
- b. Scheduling terms and practices shall conform to the standards established in Construction Planning and Scheduling, Second Edition, published by the Associated General Contractors of America. Except for Weekly Look-Ahead Schedules, all schedules shall meet these general requirements, and provide the following information:

- i. Show the construction start date.
- ii. Include all activities necessary to physically complete the project.
- iii. Show the planned order of Work activities in a logical sequence.
- iv. Show the durations of Work activities in working days as defined in Section 3.04.13 and 3.04.14.
- v. Show activities in durations that are reasonable for the intended Work.
- vi. Define activity duration in sufficient detail to evaluate the progress of individual activities on a daily basis.
- vii. Show the Substantial and Physical Completion of all Work within the Contract Time.

Total float belongs to the project and shall not be for the exclusive benefit of any party. If the Engineer determines that the Progress Schedule or any necessary Schedule Update does not provide the required information, then the schedule will be returned to the Contractor for correction and resubmittal.

- c. Each week the Work is performed, the Contractor shall submit a Weekly Look-Ahead Schedule showing the Contractor's and all the Subcontractors' proposed Work activities for the next two weeks. The Weekly Look Ahead Schedule shall include the description, duration and sequence of Work, along with the planned hours of Work. This schedule may be network schedule, bar chart, or other standard schedule format. The Weekly Look-Ahead Schedule shall be submitted to the Engineer by the mid-point of the week preceding the scheduled Work or some other mutually agreed upon submittal time.
- d. The Engineer may request a Schedule Update when any of the following events occur:
 - i. The project has experienced a change that affects the critical path.
 - ii. The sequence of Work is changed from that in the approved schedule.
 - iii. The project is significantly delayed.
 - iv. Upon receiving an extension of Contract time.

The Contractor shall submit one electronic copy of the Schedule Update within 15 calendar days of receiving a written request, or when an update is required by any other portion of the Contract. A "significant" delay in time is defined as 10 working days or 10 percent of the original Contract time, whichever is greater.

In addition to the other requirements in this Section, Schedule Updates shall reflect the following information:

- i. The actual duration and sequence of as-constructed Work activities, including changed Work.
- ii. Approved time extensions.
- iii. Any construction delays or other conditions that affect the progress of the Work.
- iv. Any modifications to the as-planned sequence or duration of remaining activities.
- v. The Substantial and Physical Completion of all remaining Work in the remaining Contract time.

Unresolved request for time extensions shall be reflected in the Schedule Update by assuming no time extension will be granted, and by showing the effects to follow-on activities necessary to substantially and physically complete the project within the currently authorized time for completion.

- e. The original Progress Schedule and all Schedule Updates shall not conflict with any time and order-of-work requirement in the Contract.
- f. If the Engineer deems that the original or any necessary supplemental progress schedule does not provide the information required in this section, the Owner may withhold progress payments until a schedule containing the required information has been submitted by the Contractor and accepted by the Engineer.
- g. The Contractor shall comply with other progress schedule requirements that are further defined in the Specifications.
- h. The Engineer's approval of any schedule shall not transfer any of the Contractor's responsibilities to the Owner. The Contractor alone shall remain responsible for adjusting forces, equipment, and work schedules to ensure completion of the work within the time(s) specified in the Contract.

3.04.15(2) Extensions of the Contract Time

- a. The Contractor specifically waives claims for damages for any hindrance or delay, excepting unreasonable delays caused by the Owner. In lieu thereof, the Contractor will be granted equitable extensions of the Contract Time for which liquidated damages will not otherwise be claimed by the Owner under the following circumstances:

- i. A delay caused by any suit or other legal action against the Owner will entitle the Contractor to an equivalent extension of time, unless the period of such delay exceeds 90 calendar days. When such period is exceeded, the Owner will, upon written request of the Contractor, either negotiate a termination of the Contract or grant a further extension of the Contract Time, whichever is in the best interests of the Owner.
- ii. Should any other unforeseen condition occur that is beyond the reasonable control of Contractor, requires more time for the Contractor to complete the performance of the Work by the Substantial Completion Date, the Contractor shall notify the Owner and the Engineer in writing prior to the performance of such Work, and in any event within 10 calendar days after the occurrence of the unforeseen condition. The notice shall set forth in detail the Contractor's estimate of the required time extension. The Owner will allow such equitable extension of the Contract Time that the Engineer determines to be appropriate. Failure to comply with the notice provisions required by the Contract shall be deemed a complete waiver of any entitlement to adjustment of the Contract Time.

3.04.15(3) Liquidated Damages

- a. The Contractor acknowledges that the Owner will suffer monetary damages in the event of an unexcused delay in the Substantial Completion Date and the Physical Completion Date of the Work. If the Contractor fails, without excuse under the Contract, to complete the Work within the Contract Time, or any proper extension thereof granted by the Owner, the Contractor agrees to pay to the Owner the amount specified in the Proposal form, not as a penalty, but as liquidated damages for such breach of the Contract, for each day that the Contractor shall be in default after the time stipulated for the Substantial Completion Date and the Physical Completion Date of the Work.
- b. The amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is specifically agreed to be a reasonable approximation of damages that the Owner would sustain as a result of an unexcused delay in the Substantial Completion Date and the Physical Completion Date; said amount may be retained from time to time by the Owner from current progress payments.

3.04.16 COMPLETION AND ACCEPTANCE OF THE WORK

3.04.16(1) Substantial Completion Date

- a. When the Contractor considers the Work to be substantially complete and ready for its intended purpose, the Contractor shall notify the Engineer in writing and include an itemized list of remaining Work to be completed. On the Substantial Completion Date, the Owner shall have full and unrestricted use and benefit of all of the

facilities that comprise the Work, both from an operational and safety standpoint, with only minor incidental work, replacement of temporary substitute facilities, or correction or repair of work remaining for the physical completion of the total Work.

- b. If the Engineer determines that the Work is not substantially complete, it will so notify the Contractor in writing identifying those items of the Work that shall be completed by the Contractor in order to achieve the Substantial Completion Date.
- c. If the Engineer believes that the Work is substantially complete, the Engineer will meet with the Contractor to: (1) prepare a list of incomplete or unsatisfactory items of the Work that shall be completed or corrected; (2) define the division of responsibility between Owner and Contractor with respect to security, operation, maintenance, heat, utilities, insurance, etc., for the facilities; and (3) describe any other issues related to approval of the substantially completed Work. Upon reaching agreement with the Contractor, the Engineer will notify the Owner that, in its opinion and based on the information supplied by the Contractor, the Work is substantially complete, listing the items of incomplete Work, defining the division of responsibilities for the facilities, and setting forth any other terms related to final completion and acceptance.
- d. The Owner, who has sole authority to make the determination of the Substantial Completion Date, will review the Engineer's recommendation that the Work is substantially complete and, if it concurs, will instruct the Engineer to notify the Contractor that the Work is accepted as being substantially complete. Except for any portion(s) of Work specified for early completion or required by the Owner for early possession, substantial completion will not occur for any portion of the Work until the entire Work is ready for possession and use. The approval notice will include a list of incomplete Work items, establish the Substantial Completion Date, and describe any other terms relating to such approval. The Contractor shall acknowledge receipt of the approval notice in writing, indicating acceptance of all of its terms and provisions.
- e. The date of Substantial Completion, as determined by the Engineer and agreed to by the Owner, shall be the date for the beginning of the warranty period.
- f. Subsequent to the Substantial Completion date, the Owner may exclude the Contractor from the Work during such periods when construction activities might interfere with the operation of the Project. The Owner, however, shall allow the Contractor reasonable access for completion of incomplete punch list items.

3.04.16(2) Physical Completion Date

- a. The Contractor shall complete all physical Work within the Contract Time.
- b. Upon physical completion of the Work, including completion of all corrective Work described in Section 3.04.16(1) above and the submission of all required

record drawings, operation and maintenance manuals, manufacturers' affidavits, software and programming, and other items required by the Contract, the Contractor shall notify the Engineer in writing that the Work is physically complete. Upon receipt of the notification, the Engineer will determine if the Work is physically complete in accordance with the Contract. If the Engineer determines that any materials, equipment, or workmanship do not meet the requirements of the Contract, the Engineer will prepare a list of such items and submit it to the Contractor. Following the satisfactory completion of the corrective Work by the Contractor, the Engineer will notify the Owner that the Work is physically complete in accordance with the requirements of the Contract.

- c. The Engineer, with the concurrence of the Owner, will give the Contractor written notice of the Physical Completion Date for all of the Work. The Physical Completion Date shall not constitute the Owner's acceptance of the Work.

3.04.16(3) Contract Completion Date (Acceptance of the Project)

- a. When all of the Contractor's obligations under the Contract have been performed satisfactorily, the Owner will provide the Contractor with written notice of the Contract Completion Date. The following events shall occur in order for the Contractor to achieve the Contract Completion Date:
 1. The Contractor shall have achieved the Substantial Completion Date and the Physical Completion Date for the Work; and
 2. The Contractor shall furnish all documentation required by the Contract and required by law. The documents shall include, but are not limited to, the following:
 - i. Complete and legally effective releases and/or waivers of liens or bond or retainage claims in a form acceptable to the Owner. Subject to prior approval of the Owner, the Contractor may, if approved by the Owner, submit in lieu of the lien or claims releases and waivers: (1) receipts showing payment of all accounts in full; (2) an affidavit that the release and receipts cover all labor, services, materials, and equipment for which a lien or other claim could be filed and that all payrolls, material, and equipment bills and other indebtedness connected with the Work for which the Owner or the Owner's property might in any way be responsible, have been paid; and (3) the consent of the surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release waiver or receipt in a form satisfactory to the Owner, the Contractor may be permitted by the Owner to furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any lien or similar claim;
 - ii. Certified Payrolls (Federal Aid projects or if requested);

- iii. Final Contract Voucher Certification.
 - iv. Affidavits of Wages Paid for the Contractor and all subcontractors must be submitted to the Owner.
- b. The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Owner against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower tier subcontractors) to pay all laborers, mechanics, subcontractors, materialpersons, or any other person who provides labor, supplies, or provisions for carrying out the work or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The Owner shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or material or from recovering damages for any such work or material.

3.04.16(4) Use of Completed Portions of the Work

The Owner reserves the right to use and occupy any portion of the Work which has been completed sufficiently to permit partial use and occupancy, and such partial use and occupancy shall not be construed as an acceptance of the Work as a whole or any part thereof. Any claims that the Owner may have against the Contractor shall not be deemed to have been waived by such partial use and occupancy.

3.04.16(5) Waiver of Claims by Contractor

The Contractor's acceptance of the final payment from the Owner constitutes an irrevocable and complete waiver of any and all claims against the Owner under the Contract or otherwise arising from the Work, except for those claims that have been properly identified in writing in advance of final payment, and for which timely and sufficient prior written notice has been given, all in accordance with the Contract.

3.04.17 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The Owner's final payment to the Contractor shall not relieve the Contractor of responsibility for faulty materials, equipment or workmanship. The Contractor shall promptly repair or replace any such defects discovered within the warranty or other applicable limitations period.

3.04.18 RETAINAGE

1. Pursuant to RCW 60.28, there will be retained from monies earned by the Contractor on progress estimates a sum not to exceed 5 percent of the monies earned by the Contractor. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to

RCW Title 82, which may be due from such Contractor, and (2) the claims of any other person or entity arising under the Contract or RCW 60.28.

2. Monies retained pursuant to RCW 60.28 shall, at the option of the Contractor, be:
 - a. Retained in a fund by the Owner;
 - b. Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank, or savings and loan association (interest on monies so retained may be paid to the Contractor);
 - c. Deposited by the Owner in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Contractor). Deposits are to be in the name of the Owner and are not to be allowed to be withdrawn without the Owner's written authorization. The Owner will issue a check representing the sum of the monies reserved, payable to the bank or trust company;
 - d. In choosing option (b) or (c), the Contractor agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retainage in securities.

At the time the Contract is executed the Contractor shall designate the option desired.

3. Release of retainage will be made within the statutory period following the last date for filing of claims pursuant to RCW Chapter 60.28, provided that the following conditions are met:
 - a. A release has been obtained from the Washington State Department of Revenue;
 - b. A "Certificate of Payment of Contributions Penalties and Interest on Public Works Contract" is received from the Washington State Employment Security Department;
 - c. The Washington State Department of Labor and Industries indicates the Contractor is current on the payment of industrial insurance and medical aid premiums;
 - d. All claims by the Owner against the Contractor have been resolved;
 - e. No claims have been filed against the retained percentage;
 - f. All required "Affidavits of Wages Paid" are on file with the Owner for the Contractor and all Subcontractors, regardless of tier;

4. In the event that claims are filed against the retainage, the Contractor will be paid the retained percentage less an amount sufficient to pay all such claims, together with a sum determined by the Owner to be sufficient to pay the costs of foreclosing on claims and to attorneys' fees, all in accordance with applicable law.

3.05 DISPUTES AND CLAIMS

3.05.1 DISPUTES

When disputes occur, the Contractor shall pursue resolution through the Engineer. The Contractor shall follow the notice and protest procedures outlined in Section 3.04. If negotiation using the procedures outlined in Section 3.04 fails to provide satisfactory resolution, the Contractor shall pursue the more formalized method set forth in Section 3.05.2 for submitting claims.

3.05.2 CLAIMS

If the Contractor contends that additional payment is due, has provided timely notices and protests as required by Section 3.04, and the Contractor has pursued and exhausted all of the means provided in that section to resolve the dispute, the Contractor may submit a claim as provided in this Section. Any claim for an increase in the Contract Price or for an extension of the Contract Time by the Contractor is waived if the written notifications and protests required in Section 3-04 have been not provided, or if the Engineer is not afforded reasonable access to the Contractor's complete records relating to the claim, as required by Section 3-04.8, or if a claim is not submitted in accordance with the requirements of this Section. The fact that the Contractor has provided proper notification, properly submitted a claim, or provided the Engineer with access to records, shall not in any way be construed as proving or substantiating the validity of the claim. If, after consideration by the Owner, the claim is found to have merit, the Owner will make an equitable adjustment to either the Contract Price, the Contract Time, or both. If the Owner finds the claim to be without merit, no adjustment will be made.

All claims submitted by the Contractor shall be in writing and in sufficient detail to enable the Engineer to ascertain the basis for and amount of the claim. All claims shall be submitted to the Engineer in the manner in Section 3.03.6. The following information shall accompany each claim submitted:

1. A detailed factual statement of the basis for the claim for additional compensation and/or extension of time, including all relevant dates, locations, and items of work relating to the claim.
2. The date on which the events occurred that give rise to the claim.
3. The name of each person involved in or having knowledge about the claim.
4. The specific provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim.

5. If the claim relates to a decision of the Engineer that the Contract leaves to the Engineer's discretion or as to which the Contract provides that the Engineer's decision is final, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Engineer.
6. The identification of any documents and the substance of any oral communications that support the claim.
7. Copies of any identified documents, other than Owner documents and documents previously furnished to the Owner by the Contractor, that support the claim (manuals which are standard to the industry may be included by reference).
8. If an extension of the Contract Time is sought:
 - a. The specific days and dates for which the extension is sought;
 - b. The specific reasons why the Contractor believes a time extension should be granted;
 - c. The specific provisions of Section 3-04.15(2) under which the time extension is sought; and
 - d. An analysis of the Contractor's progress schedule, demonstrating the reasons why a time extension should be granted.
9. If additional compensation is sought, the exact amount sought and a breakdown of that amount into the following categories:
 - a. Labor;
 - b. Materials;
 - c. Direct equipment. The actual cost for each piece of equipment for which a claim is made, or, in the absence of actual cost, the rates established by the AGC/WSDOT Equipment Rental Agreement which was in effect when the Work was performed. The amounts claimed for any piece of equipment shall not exceed the rates established by the Equipment Rental Agreement, even if the actual cost for such equipment is higher. The Owner may audit the Contractor's cost records, as provided in Section 3.06, to determine actual equipment costs. The following information shall be provided for each piece of equipment:
 - i. Detailed description (e.g., make, model, year, diesel or gas, size of bucket);
 - ii. The hours of use or standby; and
 - iii. The specific day and dates of use or standby.
 - d. Subcontractor claims (in the same level of detail as specified herein); and

e. Other information as requested by the Engineer or the Owner.

10. A notarized statement containing the following language:

Under the penalty of law for perjury or falsification, the undersigned,

_____, _____
(name) (title)

of _____
(company)

hereby certifies that the claim for extra compensation and time, if any, made herein for work on this Contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between the parties.

Dated _____/s/_____

Subscribed and sworn before me this _____ day of _____

Notary Public

My Commission Expires:_____

It will be the responsibility of the Contractor to keep full and complete records of the costs and additional time incurred with respect to any claim. The Contractor shall permit the Engineer to have access to those records and any other records and documents as may be required by the Engineer to determine the facts or contentions involved in the claim. The Contractor shall retain all records and documents in any way relating to the Work for a period of not less than three years after the Contract Completion Date.

The Contractor shall in good faith attempt to reach a negotiated resolution of all claims with the Engineer or its designee.

The Contractor's failure to submit with the Final Contract Voucher Certification a list of all claims, together with the information and details required by this Section shall operate as a waiver of the claims by the Contractor, as provided in Section 3.04.12(9).

If the Contractor submits a claim in full compliance with all the requirements of this Section, the Owner will respond in writing to the claim as follows:

1. Within 45 calendar days from the date the claim is received by the Owner, if the claim amount is less than \$100,000;

2. Within 90 calendar days from the date the claim is received by the Owner, if the claim amount is equal to or greater than \$100,000; or
3. If these time periods are unreasonable due to the complexity of the claim, the Contractor will be notified within 15 calendar days from the date the claim is received by the Owner of the amount of time which will be necessary for the Owner to evaluate the claim and issue a response.

Full compliance by the Contractor with the provisions of this Section is a condition precedent to the Contractor's right to seek commence a lawsuit or pursue other legal remedies.

3.05.3 TIMELINE AND JURISDICTION

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Owner arising from the Contract shall be brought within 180 calendar days from the date of Physical Completion (Section 3.04.16(2)) of the Contract by the Owner; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Owner headquarters is located, provided that where an action is asserted against a county, RCW 36.01.05 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Owner arising from the Contract are filed with the Owner or initiated in court, the Contractor shall permit the Owner to have timely access to any records deemed necessary by the Owner to assist in evaluating the claims or action.

3.05.4 CONTINUATION OF WORK PENDING RESOLUTION OF DISPUTES

The Contractor shall expeditiously carry on the Work, adhere to the progress schedule, and comply with all written directives of the Owner or the Engineer regardless of any dispute or claim that may exist between the Owner and the Contractor. No Work shall be delayed or postponed pending resolution of any dispute or claim. Failure or refusal of the Contractor to comply with the written directives of the Owner or the Engineer shall constitute a material breach of the Contract and immediately constitute grounds for the Owner to withhold payments to the Contractor, suspend the Work or terminate the Contract. Notice under this Section shall be in accordance with other provisions of the Contract.

3.06 NOT USED

3.07 SUSPENSION OF WORK AND TERMINATION OF CONTRACT

3.07.1 SUSPENSION OF WORK

1. The Owner or the Engineer may order suspension of all or any part of the Work if:
 - a. Unsuitable or other conditions that are beyond the reasonable control of the Contractor exist or arise that prevent satisfactory and timely performance of the Work; or
 - b. The Contractor does not comply with the Contract; or
 - c. It is in the public interest.
2. If the Engineer determines that the suspension is for reasons set forth in Subsection a. or c. above, an equitable adjustment will be made in the Contract Time but not the Contract price. If the Engineer determines that the suspension is for reasons set forth in Subsection b. above, no adjustment shall be made in the Contract Time or the Contract Price.
3. If the Contract is suspended for reasons set forth in Subsection a. or c. above and the Contractor believes that the suspension of performance of all or part of the Work has continued for an unreasonable period of time, the Contractor shall give written notice to the Engineer of its intention to seek an equitable adjustment in the Contract Time or the Contract price. In the event that an equitable adjustment is allowed, no adjustment shall be allowed for any time lost or costs incurred more than 10 calendar days before delivery of the written notice to the Engineer. No profit of any kind will be allowed on any increase in costs due to the suspension, delay or interruption.

3.07.2 TERMINATION FOR DEFAULT

1. The Owner may terminate the Contract for default, effective seven days following delivery of written notice of default to the Contractor, if the Contractor:
 - a. Refuses or fails to supply enough properly skilled laborers or conforming materials to complete the Work in a timely manner;
 - b. Refuses or fails to prosecute the Work with such diligence as will ensure its physical completion by the Physical Completion Date;
 - c. Performs work which deviates from the requirements of the Contract and refuses or fails to correct the non-conforming work;
 - d. Fails to make prompt payment to Subcontractors and/or suppliers for labor or materials;

- e. Fails to comply with laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or
 - f. Otherwise fails to follow written directives of the Owner or the Engineer or is in default of a material provision of the Contract.
2. If the Contractor abandons the Work for any cause other than failure of the Owner to make monthly progress payments for Work properly performed, or if the Contractor refuses to comply with requirements of the Contract, the Owner has the additional right to notify the Contractor's performance bond surety and require the surety to complete the Work in accordance with the Contract.

3.07.3 TERMINATION FOR CONVENIENCE OF THE OWNER

The Owner may by written notice terminate the Contract at any time in whole or in part, without cause, and except where termination is due to the Contractor's default, the Owner shall pay the Contractor that portion of the Contract price corresponding to the acceptable Work completed to the Owner's satisfaction, together with reasonable costs, as determined in the sole discretion of the Owner, necessarily incurred by the Contractor in terminating the remaining portion of Work, less any payments made before termination. In no event shall the Owner be required to pay the Contractor any amount in excess of the completed portion Contract price. The Owner shall not be required to pay the Contractor any amount for consequential damages including but not by means of limitation lost or anticipated profits on Work that is not performed as a result of termination.

3.07.4 RESPONSIBILITY OF THE CONTRACTOR AND SURETY

Termination of the Contract shall not relieve the Contractor of any responsibilities under the Contract for Work performed. Nor shall termination of the Contract relieve the sureties of their obligations under the bonds required or permitted by the Contract or applicable law.

PART 5

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

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DIVISION 1

GENERAL TECHNICAL REQUIREMENTS

SECTION 01110

SUMMARY OF WORK

PART 1 GENERAL

1.1 SCOPE OF WORK

The work specified in this Section consists of furnishing all labor, materials, and equipment necessary for construction of the replacement water main, as shown on the Plans, and hereinafter specified, at the Lake Arrowhead Community. Work shall include, but not be limited to, the following:

- A. Install erosion control and traffic control measures.
- B. Clear and grub shoulder or sawcut pavement along the pipeline route as needed for clean pipeline installation.
- C. Furnish and install approximately 10,950 LF of 6-inch HDPE water main.
- D. Install waterline appurtenances including gate valves, and fire hydrant assemblies.
- E. Test and disinfect new waterline.
- F. Connect to existing system.
- G. Plug and abandon existing waterlines where appropriate.
- H. Restore all paved, gravel, and vegetated areas disturbed by construction.
- I. Provide all associated work as shown on the Plans and specified herein, for a complete and workable system.

1.2 PROJECT INFORMATION

The Contract Documents show the location, arrangement, and type of work to be performed under the proposed project.

The Contractor shall be responsible for proper notification to and coordination with all utility districts, service districts, and all other persons and services that will be affected by this project at least one week in advance of beginning any construction that affects them.

The Contractor shall note that the Contracting Agency will only be providing part-time inspection on an as needed basis. All field question and inquiries shall be directed to the Contracting Agency via email or phone and the Contractor shall anticipate that the Contracting Agency will require a minimum of 24 hours to provide a resolution.

It is the intent and purpose of these Contract Documents to have constructed complete facilities in good working order for the least practical cost to the Owner. Suggestions, recommendations, as well as inquiries from the Contractor that will serve this purpose are welcome and will be given consideration by the Owner and the Engineer.

1.3 CONTRACTOR USE OF SITE AND PREMISES

Construction operations shall be limited to the areas noted on the Plans and subject to the approval of the Engineer.

The Contractor shall submit a traffic control plan for all site access and egress routes for construction vehicle traffic per Section 01950.

The Contractor shall allow representatives of the Owner, funding, and regulatory agencies access to the project site at all times.

The Contractor shall notify the Owner at least 48 hours in advance of any proposed water system shut downs. The Contractor shall notify (i.e., by distributing door hangers) all water customers affected by a scheduled shutdown. The notices shall be hand delivered not less than 48 hours nor more than 72 hours before the scheduled shutdown. The Contracting Agency will advise the Contractor which property owners are to be notified, and provide door hangers that the Contractor will be required to hang on each residential or commercial service location. No service shall be shut down for more than 4 hours per day without prior approval of the Contracting Agency.

1.4 ORDER OF WORK

The order of work will be at the option of the Contractor, in keeping with good construction practice, time restrictions, requirements of the permits applicable to this project, and the order of work as outlined herein, all costs of which shall be included in the various bid amounts. The Contractor shall conduct the order of work to allow the existing facilities to remain operational during the construction of the Project and shall coordinate all of their activities through the Engineer with the Owner's operations and maintenance staff. The Contractor shall provide a written plan of activities to the Engineer and Owner each Thursday for the following week, for review and coordination with existing facilities operations.

The implementation of any measure required to protect the environment shall supersede any order of work designated within these Specifications. The Contractor shall meet the conditions as outlined in any and all permits and requirements of the Federal, State, County, and City regulatory agencies.

***** END OF SECTION *****

SECTION 01150

SURVEY

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes all survey for the project. The Contractor shall provide all construction survey for the Work. The Engineer will provide primary horizontal and vertical control data and monuments, as shown on the Plans.

At the Contractor's request, the Engineer will provide the Plans in electronic format. Electronic files are provided for the Contractor's convenience and are not part of the Contract. Calculations shall be made from the Plans.

During the prosecution of the work, the Contractor shall make all necessary measurements to prevent misfitting, and shall be responsible for the accurate construction of the work.

1.2 DEFINITIONS

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.

1.3 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01200	Measurement and Payment
01720	Record Drawings

1.4 QUALIFICATIONS

The Contractor shall employ a Professional Land Surveyor (PLS) registered in the State of Washington and acceptable to the Owner. All surveying shall be completed by or under the direct supervision of the PLS.

1.5 SUBMITTALS

The Contractor shall submit the name, address, and license number of the Professional Land Surveyor before starting construction.

1.6 QUALITY ASSURANCE

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

	<u>Vertical</u>	<u>Horizontal</u>
Stationing on Roadway	N/A	±0.1 feet
Alignment on Roadway	N/A	±0.04 feet
Surfacing Grade Stakes	±0.01 feet	±0.1 foot (parallel to alignment) ±0.1 feet (normal to alignment)
Roadway Paving Pins for Surfacing or Paving	±0.01 feet	±0.1 feet (parallel to alignment) ±0.05 feet (normal to alignment)
Alignment of water main	±.01 feet	±0.1 feet
Stationing on Structures		±.02 feet
Alignment on structures		±.02 feet

The Owner may spot-check the Contractor's surveying. These spot-checks will not change the requirements for accuracy by the Contractor

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

The Contractor's PLS shall establish all secondary survey controls, horizontal and vertical, as necessary to assure proper placement of all Work based upon the primary control points provided by the Owner. The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, clearing limit stakes, slope stakes, and grades for the Work. Except for the survey control data to be furnished by the Owner, calculations, surveying, and measuring required for setting and maintaining the lines and grades shall be the Contractor's responsibility.

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

All surveyed points shall be established by placing hubs and tacks with marked stakes in unpaved areas or P.K. nails with painted markings in paved areas. All surveying stakes shall be marked in accordance with WSDOT Standard Plan A-10.10-00. When stakes are needed that are not described in the Standard Plans, then those stakes shall be marked as ordered by the Engineer. The Contractor's surveyor shall maintain and replace survey hubs, stakes, nails and markings immediately if destroyed, removed, or the Engineer determines the stake or pavement markings are illegible.

The Engineer is responsible for locating and referencing those monuments shown on the Plans that will be removed or destroyed during construction. The Engineer will also prepare all required permit forms with the Department of Natural Resources (DNR) for those monuments only. The Contractor shall protect all survey markers, monuments and property corners unless shown otherwise on the Plans. The Contractor shall work to preserve the existing monumentation as provided in RCW 58.09.130 and WAC 332-120. The Contractor shall notify the Engineer immediately if it becomes apparent that a survey marker will be disturbed due to construction. The Contractor shall allow 5 working days for the Engineer to acquire adequate information so that the monument, including property corners, may be replaced referenced in its original position prior to disturbance. All cost associated with replacement of monuments that have been disturbed before being referenced due to lack of proper notification by the Contractor shall be deducted from monies due to the Contractor.

The Contractor shall provide and install monuments, and monument cases and covers as shown on the Plans. The concrete base shall be placed on a well compacted foundation. The placing of the monument base and monument case shall be performed in a manner that will not disturb the monument. The monument case shall be installed by the Contractor after the final course of surfacing has been placed. The Engineer will provide the survey for the new monuments and stamp the bronze plugs.

***** END OF SECTION *****

SECTION 01160

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section contains information pertaining to permits and licenses, and use of private property.

1.2 PERMITS AND LICENSES

Except as noted below, the Contractor shall be responsible for obtaining and paying all fees associated with all the necessary permits, licenses, approvals, and construction permits necessary for the execution of this Contract, whether they be City, County, State, or federal permits.

The Owner is in possession of, or will be responsible for obtaining the following approvals and permits, and will pay the fees associated with the application and procurement of such approvals and permits. The Contractor is advised to become familiar with these approvals and permits as necessary for this project. The Contractor shall comply with all conditions of each approval/permit as if the conditions were detailed herein. Copies of these permits are required to be onsite at all times.

A. Mason County Right-of-Way Permit (obtained by Owner)

1.3 USE OF PRIVATE PROPERTY

The Contractor shall be responsible for all conditions of any arrangements the Contractor makes for the use of any privately owned property.

In the event any dispute occurs and claims for damages are filed by the property owners, the Owner will request that the Contractor give evidence that they have requested their insurance company to make personal contact with the claimants. Any settlement for insurance claims shall be strictly an act restricted to the claimant, the Contractor, and their insurance company.

The Contractor is advised that in the event of any property damage, the Owner reserves the right to withhold monies to protect the property owner.

1.4 PROPERTY RELEASE FORM

The Contractor shall be held responsible for acquiring signed property release forms, in the format provided on the following page, for all properties that have been disturbed or damaged by the Contractor's operations, or utilized by the Contractor for staging, storing, or stock piling of materials or equipment.

This work shall include submitting the form(s), as further shown herein, by certified mail to each property owner effected and further including therein a self addressed stamped envelope for the property owner's use. The enclosed self addressed envelope shall be addressed to: Mr. James Reyes, Mason County PUD No. 1, 21971 North US Highway 101, Shelton WA 98584. Contractor shall provide evidence of all certified mailings.

***** END OF SECTION *****

PROPERTY RELEASE

(Property Address)

DATE: _____

I, _____, owner of _____
(Property Owner's Name) (Property Description or
_____, hereby release
Address)
_____, from any property
(Contractor's Name)

damage or personal injury resulting from construction adjacent
to or on my property located at _____,
(Property Address)
during construction of the Lake Arrowhead Water Main Replacement.

My signature below is my acknowledgment and acceptance that my property, as
identified above, was returned to a satisfactory condition.

Name: _____
Signed: _____
Address: _____

Phone: _____

SECTION 01200

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SCOPE

This Section further defines Measurement and Payment for this project.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
GC Section 3.04.12 01300	Measurement and Payment Submittals

1.3 MEASUREMENT

Measurement for all items shall be as indicated in these Specifications for unit price and lump sum price bid items. Bid items are outlined in detail in this Specification Section and listed in the Proposal.

Measurement shall be in accordance with Section 1-09.1 of the WSDOT Standard Specifications. Volumes of gravel materials and concrete volumes shall be measured by the Engineer in the field and quantities will be limited to the relative neat line dimensions shown on the Plans or as approved by the Engineer in the field.

Weighing equipment, scale verification checks, load tickets for quarry spalls, rock riprap, cobbles, gravel materials, hot mix asphalt, bituminous construction materials, etc., shall conform to Section 1-09.2 of the WSDOT Standard Specifications. Load tickets shall include all gravel materials, cast-in-place concrete, cement grout, CDF, hot mix asphalt, ATB, and reinforcing steel. The Owner will pay for no material received by weight unless they have been weighed as required in this Section or as required by another method the Engineer has approved in writing. All costs incidental to weighing shall be merged into the various unit prices bid.

1.4 INDIVIDUAL BID ITEMS

The following is a list of bid items for the project. The contract price for each item constitutes full compensation for furnishing all equipment, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the various bid items in accordance with the Contract Documents. Payment for each item shall be considered as full compensation,

notwithstanding that minor features may not be mentioned herein. Work paid for under one item will not be paid for under any other item. If a particular item of work shown on the Plans or described in Specifications is not described in a specific bid item, this item of work shall be considered as incidental to the work and the costs for this work shall be merged into the various respective unit price and lump sum bid items.

A. BASE BID

1. Mobilization and Demobilization

- a. Measurement: Will be measured by lump sum.
- b. Payment: The lump sum contract price for MOBILIZATION AND DEMOBILIZATION shall include all costs for the labor, materials, and equipment required for mobilization and demobilization on the project as described in Section 01505.

Payment for MOBILIZATION AND DEMOBILIZATION shall be as follows:

35% Payment: When Contractor has mobilized on-site and temporary facilities are in place.

50% Payment: When 5 percent of the total pay items are completed (not including payment for materials on hand).

75% Payment: When 50 percent of the total pay items are completed (not including payment for materials on hand).

100% Payment: When Project is completed and recommended for acceptance.

2. Minor Change

- a. Measurement: Will be negotiated prior to commencing any such work under this pay item and shall be for work to remedy unforeseen conditions, utility conflicts, minor landscaping, minor drainage improvements, or special surface restoration.

- b. Payment: Payment or credits for changes amounting to \$20,000 or less may be made under the Bid Item MINOR CHANGE. At the discretion of the Owner, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in General Conditions Section 3.04.6. The Contractor will be provided a copy of the completed order for Minor Changes. The agreement for the Minor Changes will be documented by signature of the Contractor or notation of the verbal agreement. If the Contractor is in disagreement with anything required by the order for Minor Changes, the Contractor may protest the order as provided in General Conditions Section 3.04.8.

Payments or credits will be determined in accordance with General Conditions Section 3.04.6. All Minor Change work will be within the scope of the Contract Work and will not change Contract Time. For the purpose of providing a common Proposal for all Bidders, the Owner has entered an amount for MINOR CHANGE in the Proposal to become part of the total Bid by the Contractor.

3. Erosion Control

- a. Measurement: Shall be measured by lump sum.
- b. Payment: The lump sum contract price for EROSION CONTROL shall include all costs for the labor, material, and equipment for installation and maintenance of all temporary erosion and sediment control measures and best management practices (BMPs), as shown on the Plans and as further described in Section 02370.

4. Project Temporary Traffic Control

- a. Measurement: Shall be measured by lump sum.
- b. Payment: The lump sum contract price for PROJECT TEMPORARY TRAFFIC CONTROL shall include costs for all labor, material, and equipment to provide temporary traffic control for the project as shown on the Plans and as specified in Section 01950.

5. Locate Existing Utilities

- a. Measurement: Shall be measured by lump sum.

- b. Payment: The lump sum contract price for LOCATE EXISTING UTILITIES shall include all costs for the labor, materials, and equipment required to carefully excavate or pothole to locate existing utilities and backfill each excavation in locations as shown on the Plans and as specified in Section 02050.
- 6. Additional Potholing
 - a. Measurement: Shall be measured per each. Additional potholing includes utilities marked in the field during construction that are not shown on the Plans and impact the work/ additional potholing shall be approved by the District and/or the Engineer prior to proceeding. Any additional potholing performed without prior written approval will not be paid for.
 - b. Payment: The unit price bid per each for ADDITIONAL POTHOLING shall include all costs for the labor, material, and equipment associated with potholing existing utilities not shown on the Plans, but located in the field.
- 7. Clearing and Grubbing
 - a. Measurement: Shall be measured by lump sum.
 - b. Payment: The lump sum contract price for CLEARING AND GRUBBING shall include all costs for the labor, material, equipment to clear and grub the project site as shown on the Plans and as specified in Section 02230, as well as fees and permits related to disposal.
- 8. Trench Excavation Safety Systems
 - a. Measurement: Will be measured by lump sum.
 - b. Payment: The lump sum contract price for TRENCH EXCAVATION SAFETY SYSTEMS shall include all costs for labor, materials, and equipment required to provide sheeting, shoring, and bracing of trenches and open excavations as required to meet the Washington Industrial Safety and Health Act, Chapter 49.17 RCW and Section 02250. These costs shall not be considered incidental to any other bid item.

9. 6-Inch IPS HDPE SDR 11 Water Main and Fittings (Incl. Bedding)
 - a. Measurement: Shall be measured per linear foot as measured along the ground surface.
 - b. Payment: The unit price per linear foot for 6-INCH IPS HDPE SDR 11 WATER MAIN AND FITTINGS, (INCL. BEDDING) shall include all costs for the labor, material, and equipment to install 6-inch waterline. The unit price shall include all costs to install, disinfect, and test complete and in place the 6-inch waterline, including fittings, blocking, joint restraint, locating tape, copper wire, and appurtenances as shown on the Plans and as described in Section 02500 of these Specifications. The unit price shall also include all costs for excavation, dewatering, bedding, backfill, compaction, compaction testing, disposal of excess material, removal and disposal of AC pipe as required, disinfection, and testing.

10. 6-Inch Gate Valves
 - a. Measurement: Shall be measured per each.
 - b. Payment: The unit price per each for 6-INCH GATE VALVES shall include all costs for labor, materials, and equipment to furnish and install the gate valves and appurtenances as shown on the Plans and as described in Section 02500 of these Specifications.

11. Fire Hydrant Assembly
 - a. Measurement: Shall be measured per each.
 - b. Payment: The unit price per each for FIRE HYDRANT ASSEMBLY shall include all costs for labor, materials, and equipment to furnish and install the fire hydrant, valve, and appurtenances as shown on the Plans and described in Section 02500 of these Specifications.

12. Additional Fittings
 - a. Measurement: Shall be measured per pound based on the actual weight of the additional fittings alone, excluding follower glands, bolts, gaskets, and blocking.
 - b. Payment: The unit price bid per pound for ADDITIONAL FITTINGS shall include all costs for the labor, material, and equipment to furnish and install any fittings required in addition to those specifically reference on the Plans and shall include, where appropriate, all costs for follower glands, bolts, fusing, gaskets, thrust blocks, anchor blocks, connect to existing system, excavation, compaction, and any and all other costs of material, equipment, tools, and labor incurred in the installation of the additional fittings.

13. 6-Inch Tapping Tee and Valve
 - a. Measurement: Shall be measured per each.
 - b. Payment: The unit price per each for 6-INCH TAPPING TEE AND VALVE shall include all costs for labor, materials, and equipment to furnish and install the connection to the existing system as shown on the Plans and as specified in Section 02500 of the Specifications. The unit price shall also include all costs for excavation, dewatering, backfill, compaction, tapping tee and valve to include concrete blocking, disinfection, and testing to provide a watertight finish.

14. 8-Inch Tapping Tee and Valve
 - a. Measurement: Shall be measured per each.
 - b. Payment: The unit price per each for 8-INCH TAPPING TEE AND VALVE shall include all costs for labor, materials, and equipment to furnish and install the connection to the existing system as shown on the Plans and as specified in Section 02500 of the Specifications. The unit price shall also include all costs for excavation, dewatering, backfill, compaction, tapping tee and valve to include concrete blocking, disinfection, and testing to provide a watertight finish.

15. 2-Inch Combination Air and Vacuum Release Valve
 - a. Measurement: Shall be measured per each.
 - b. Payment: The unit price bid per each for 2-INCH COMBINATION AIR AND VACUUM RELEASE VALVE shall include all costs for labor, materials, and equipment required to furnish and install a complete and operable 2-inch air/vac assembly including, but not limited to, valves, piping, fittings, corporation stop, air/vac box and cover, valve marker post, vent pipe and fittings, excavation, dewatering, bedding, compaction, testing, flushing, disinfection, removal and wastehaul of excess material, and appurtenances shown on the Plans and as specified in Section 02500 of these Specifications.

16. Controlled Density Fill
 - a. Measurement: Shall be measured by the cubic yard, in-place and shall be to the limits designated and approved by the Engineer.
 - b. Payment: The unit price bid per cubic yard for CONTROLLED DENSITY FILL shall include all costs for labor, material and equipment to furnish and install control density fill as shown on the Plans and as specified in Section 03350 and as shown on the Plans.

17. Removal of Unsuitable Excavation (Trench)
 - a. Measurement: Will be measured by the cubic yard, in-place and shall be to the trench limits as designated by the Engineer. There shall be no payment if the Engineer believes removal of materials is needed because of damage caused by the Contractor's operations.

All quantities will be measured and recorded by the Engineer in their Daily Report and the Contractor shall be responsible for reconciling their quantities with the Engineer on a daily basis.
 - b. Payment: The unit price per cubic yard for REMOVAL OF UNSUITABLE EXCAVATION (TRENCH) shall include all cost for labor, material, and equipment to excavate and wastehaul unsuitable native subgrade materials. Backfill

and compaction shall be paid for under the Crushed Surfacing Top Course bid item.

The Contractor is advised that the excavation of any and all unsuitable material must be authorized by the Engineer in writing prior to the commencement of said excavation by the Contractor.

18. Sawcutting
 - a. Measurement: Shall be measured per lineal foot.
 - b. Payment: The unit price bid per lineal foot for SAWCUTTING shall include all costs for furnishing the labor, material and equipment necessary to cut existing asphalt pavement as shown on the Plans and as described in Section 02740 of these Specifications. Payment will be made only once regardless if the Contractor must recut the pavement edge before pavement repair.

19. HMA Cl. 1/2" PG 58H-22, Trench Repair
 - a. Measurement: Shall be measured per ton, in-place, based on truck tickets and shall be to the limits designated and approved by the Engineer.
 - b. Payment: The unit price bid per ton for HMA Cl. 1/2" PG 58H-22, Trench Repair shall include all costs for the labor, material, and equipment to furnish, install, and test hot mix asphalt as shown on the Plans and as described in Section 02740.

20. Crushed Surfacing Top Course
 - a. Measurement: Shall be measured per ton, in-place, based on truck tickets and shall be to the limits designated and approved by the Engineer.
 - b. Payment: The unit price bid per ton for CRUSHED SURFACING TOP COURSE shall include all costs for the labor, material, and equipment associated with furnishing, installing, and testing crushed surfacing top course as shown on the Plans and as described in Section 02710.

21. Bank Run Gravel for Trench Backfill
 - a. Measurement: Shall be measured per ton, in-place, based on truck tickets and shall be to the limits designated and approved by the Engineer.
 - b. Payment: The unit price bid per ton for BANK RUN GRAVEL FOR TRENCH BACKFILL shall include all costs for the labor, material, and equipment associated with excavation, removal and disposal of excess material, and furnishing, installing, and testing bank run gravel for trench backfill as shown on the Plans and as described in Section 02710.

22. Site Restoration and Rehabilitation
 - a. Measurement: Shall be measured by lump sum.
 - b. Payment: The lump sum contract price for SITE RESTORATION AND REHABILITATION shall include all costs for the labor, material, and equipment associated with cleanup, surface restoration, topsoil, and hydroseeding as shown on Plans and as specified in Section 02950.

23. Connection to Existing System
 - a. Measurement: Will be measured per each.
 - b. Payment: The unit price bid per each for CONNECTION TO EXISTING SYSTEM shall include all costs for labor, materials, and equipment required to furnish, install, and test complete the connection to the existing system, including, but not limited to, fittings, pipe, blocking, excavation, dewatering, bedding, removal and wastehaul of native material, compaction, disinfection, testing, and removal and wastehaul of existing pipe, fittings, valves, and blocking as required to connect the fully accepted water main to the existing system and disconnect from the abandoned system as shown on the Plans and as specified in Section 02511 of these Specifications.

24. 3/4-Inch Water Service Connection
 - a. Measurement: Shall be measured per each.

- b. Payment: The unit price per each for 3/4-INCH WATER SERVICE CONNECTION shall include all costs for labor, materials, and equipment to furnish and install the water service, including connecting to the water main, service saddle, corp stop, locate tape, copper wire, service pipe, connecting to the existing service, and appurtenances as shown on the Plans.

- 25. 1-Inch Dual Meter Water Service Connection
 - a. Measurement: Shall be measured per each.
 - b. Payment: The unit price per each for 1-INCH DUAL METER WATER SERVICE CONNECTION shall include all costs for labor, materials, and equipment to furnish and install the water service connection, including connecting to the water main, locate tape, copper wire, service pipe, connecting to the existing service, and appurtenances as shown on the Plans. The District will supply the contractor with 1-inch service saddle, 1-inch corp stop, and 1-inch polyethylene service line.

- 26. Electrofuse HDPE for Unforeseen Utility Conflicts
 - a. Measurement: Will be measured per each.
 - b. Payment: The unit price bid per each for ELECTROFUSE HDPE FOR UNFORESEEN UTILITY CONFLICTS shall include all costs for labor, materials, and equipment required to furnish, cut, and install a fused HDPE connection due to unforeseen utilities found in the water main alignment, including, but not limited to, fittings, pipe, electrofusion couplings, excavation, dewatering, bedding, removal and wastehaul of native material, and compaction as required to fuse the water main pipe as shown on the Plans, and as specified in Section 02500.

- 27. Cut and Cap Unforeseen Water Services
 - a. Measurement: Will be measured per each.
 - b. Payment: The unit price bid per each for CUT AND CAP UNFORESEEN WATER SERVICES shall include all costs for labor, materials, and equipment required to furnish, cut, and install a cap on unforeseen service lines

found in the water main alignment, including, but not limited to, fittings, excavation, removal and wastehaul of native material, and removal and wastehaul of service line pipe and fittings, as needed to install the water main as shown on the Plans.

1.5 PROJECT MATERIALS ON HAND

See General Conditions Section 3.04.12(6).

1.6 PAYMENT

Payment for all work will be made at the contract unit price or lump sum price as indicated in the Proposal, payment of which shall constitute full compensation, for a complete installation.

For items of equipment, acceptable operating and maintenance information shall be delivered to the Engineer before the Contractor will be paid for more than 90 percent of the purchase value of that equipment. Purchase value shall be the net price for the equipment as given on the invoice.

Final operating and maintenance manuals per Section 01300 must be delivered to the Engineer prior to the Project being 90 percent complete. Progress payments for work in excess of 90 percent completion will not be made until the specified acceptable operating and maintenance information has been delivered to the Engineer.

***** END OF SECTION *****

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes requirements that apply to all equipment and materials supplied on the Project.

The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the requirements of the Contract Documents. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment that are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where their submittal may affect the work of another contractor or the Owner. The Contractor shall ensure coordination of submittals among the related crafts and subcontractors and shall verify such coordination on all submittals.

Where noted in the Contract Documents, the structural, mechanical, and electrical designs associated with the indicated equipment items are specific to the manufacturer and model number specified. Any structural, mechanical, or electrical modifications required to utilize an approved substitution to the specified equipment shall be made by the Contractor at no additional cost to the Owner. Where approved substitutions of specified equipment affect other materials or equipment, mechanical, structural, or electrical work, the Contractor shall note in the equipment submittal any necessary changes to accommodate the substituted equipment. It shall also be the responsibility of the Contractor to coordinate other mechanical, structural, or electrical equipment submittals to make sure that all changes necessary to accommodate the substituted equipment are addressed in these submittals as well. See General Condition 3.04.3.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01720	Record Drawings
01950	Traffic Control
02500	Water Distribution
02700	Gravel Materials
02740	HMA and ATB Paving

1.3 WORK INCLUDED

Submittals required for this work shall include any or all of the following as required by the particular specification section and the submittal schedule:

- A. Schedules and Plans
- B. PRODUCT SUBMITTALS
 - 1. Manufacturer's Literature
 - 2. Material Samples
 - 3. Design Calculations
 - 4. Test Reports
- C. Record Drawings

1.4 SUBMITTAL INFORMATION

Shop, catalog, and other appropriate drawings and information shall be submitted to the Engineer for review prior to fabrication or ordering of all equipment and materials specified. The number of copies of submittal information to be submitted shall be as indicated below.

All submittal information shall be sent to the Engineer through the Contractor. The Contractor shall assign a separate submittal number to each item or group of items that relate to each specification section. Submittal numbers shall be assigned in consecutive ascending order, with the first project submittal assigned the number "1." Resubmittals shall be numbered using the same number followed by an alphabetical suffix. All submittals shall bear the Contractor's certification that they have reviewed, checked, and approved the submittal information prior to transmitting to the Engineer. The submittal number and related specification section shall be marked on each submittal.

PART 2 PRODUCTS

2.1 GENERAL

When the Contract Documents require a submittal the contractor shall submit the following number of documents.

Type of Submittal	Number of Copies
Schedules or Plans	5
Product Submittal	5
Design Calculations	5
Test Reports	5

If requested by the Contractor and approved by the Engineer and Owner, the Contractor may submit one copy of submittals electronically in lieu of submitting hard copies for all submittals. If submittals are provided electronically, only one reviewed copy will be returned to the Contractor. Electronic submittals shall be provided in tabbable, searchable, pdf format and should include a table of contents bookmarked to provide a navigation link to each section of the submittal. Information should be clear and legible. Information pertaining to the specific materials proposed for use on the project shall be highlighted.

2.2 PRODUCT SUBMITTALS

A. GENERAL

When indicated in the Contract Documents the contractor shall submit product data for review by the Engineer. Unless otherwise specified, within 14 calendar days after receipt of the submittal, the Engineer shall review the submittal and return three copies of the marked-up submittal. The reproducible original will be retained by the Engineer. The returned submittal shall indicate one of the following actions:

1. If the review indicates that the material, equipment, or work method complies with the project Specifications, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
2. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED." The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be

incorporated in operation and maintenance data, a corrected copy shall be provided.

3. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "AMEND AND RESUBMIT." Except at their own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted, and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
4. If the review indicates that the material, equipment, or work method does not comply with the project Specifications, copies of the submittal will be marked "REJECTED - SEE REMARKS." Submittals with deviations that have not been identified clearly may be rejected. Except at their own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

B. MANUFACTURER'S LITERATURE

Where the contents of submitted literature include data not pertinent to the submittal, the portion(s) of the contents being submitted for the Engineer's review shall be clearly indicated.

C. MATERIAL SAMPLES

All material samples shall be of the exact article proposed to be furnished for the work and shall be submitted in the quantity required. Samples shall be returned to the Contractor, with one retained by the Engineer.

D. DESIGN CALCULATIONS

Where required in the Specifications, design calculations shall be submitted to the Engineer. Design calculations shall be complete, concise, and in an easy-to-read format. All design calculations shall be stamped by a Professional Engineer licensed in the State of Washington.

E. TEST REPORTS

Copies of all test reports shall be submitted to the Engineer.

PART 3 EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

A. GENERAL

Each submittal shall be accompanied by a letter of transmittal showing the date of transmittal, specification section, or drawing number to which the submittal pertains, submittal number, and a brief description of the material submitted.

B. RESUBMITTALS

When material is resubmitted for any reason, it shall be submitted under a new letter of transmittal and referenced to the previous submittal.

3.2 REVIEW OF SUBMITTALS

The Engineer will review all submittals for general conformance with the design and other requirements of the Contract Documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the Contract Documents. Submittals may be rejected based on inadequate information and/or not meeting the requirements of the Contract Documents. Rejection of submittals requires action on the part of the Contractor to correct the reason for the rejection. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, and for techniques of assembly and installation.

3.3 COORDINATION OF PRODUCT SUBMITTALS

A. GENERAL

Prior to submittal for review by the Engineer, all data shall be fully coordinated, including the following:

1. All field dimensions and conditions.
2. All trades and public agencies involved, including necessary approvals.
3. All deviations from the Contract Documents.

B. GROUPING OF SUBMITTALS

1. All submittals shall be grouped with associated items, unless otherwise specifically permitted by the Engineer.
2. The Engineer may reject the submittals in their entirety or any part thereof, if not in accordance with the Contract Documents.

C. CERTIFICATION

Submittals shall bear the Contractor's certification that they has reviewed, checked, and approved the shop drawings prior to forwarding them to the Engineer.

3.4 TIMING OF PRODUCT SUBMITTALS

A. GENERAL

1. All submittals shall be made far enough in advance of installation to provide all required time for reviews and securing necessary approvals.
2. In scheduling, the Contractor shall allow for the time indicated in Part 2.2A for the Engineer's review following their receipt of the submittal.

B. DELAYS

No additional or separate payment will be made for costs of delays occasioned by tardiness of submittals on the part of the Contractor.

***** END OF SECTION *****

SECTION 01310

PROJECT MEETINGS

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes information pertaining to the various meetings that will be held during the course of constructing this project.

1.2 PRECONSTRUCTION CONFERENCE

As soon as possible following the award of the Contract, a preconstruction conference shall be scheduled for representatives of the Owner, the Contractor, the Engineer, funding agencies, regulatory agencies, and affected utilities.

1.3 PROJECT PROGRESS MEETINGS

The Owner and the Engineer will schedule and attend regular weekly meetings with the Contractor for coordination, administrative, and procedural requirements of the project. These meetings may occur in person or virtually as requested by the Owner.

1.4 CONSTRUCTION MEETINGS

The Contractor shall schedule and hold regular meetings during the project:

- A. Safety Meetings (Contractor's subcontractors shall attend if they are working onsite.)
- B. Project Progress Meetings
- C. Coordination Meetings

The Contractor shall notify the Owner and Engineer in advance of all meetings. The meetings may or may not be attended by the Owner and Engineer.

***** END OF SECTION *****

SECTION 01385

DOCUMENTATION OF EXISTING CONDITIONS

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes all photography requirements for the project.

The Contractor shall provide comprehensive preconstruction photographs of the entire construction alignment and adjacent properties. The photographs shall provide complete coverage of all features in the project area, and in no event shall photographs be more than 50 feet apart.

Prior to construction, photographs shall be taken in the project area where work is to be done. Special attention shall be given to depict existing roadway and property conditions, fences, buildings, trees, ditches, culverts, meter boxes, etc. The photographs shall be of commercial quality and must be submitted to the Engineer prior to the initiation of construction.

Photographs may be submitted to the Engineer in either of the following formats:

A. ELECTRONIC FORMAT

The Contractor shall submit digital photographs on an electronic storage device (flash/thumb drive). Three copies of each storage device shall be submitted to the Engineer. Each photograph shall be of good quality, sufficiently large to distinguish unique features captured in the photograph, and should be at least 4 MB in size. Each electronic storage device shall be labeled, and shall, at a minimum include the name of the Owner, name of the Contractor, Date, Project Name, and the title, "Pre-Construction Photographs" in sufficiently legible text.

The photographs shall be arranged in a continuous fashion indicating topographical features from one end of the project to the other. The Contractor shall invite the Engineer to the site while collecting these photographs.

Photographs shall be taken during a period of good visibility. Unless otherwise directed by the Engineer, photographs will not be allowed during times of precipitation or poor visibility.

Following construction, the Contractor shall provide post-construction photographs of the entire construction area and adjacent properties in a similar format to the preconstruction photographs.

***** END OF SECTION *****

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes the control tests, test sample collection, required field-testing, and special inspections as specified herein, and indicated on the Plans.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
02300	Earthwork
02700	Gravel Materials
02710	Gravel Surfacing
02740	Hot Mix Asphalt

1.3 PAYMENT

All testing as required by this Section shall be paid for by the Contractor. All costs to prepare and implement the sample and testing program shall be included in the bid prices for the various items associated with the sampling and testing program.

Retesting and reinspection required because of defective work and testing performed for the convenience of the Contractor shall also be paid for by the Contractor.

Testing requirements shall not be cause for claims of delay by the Contractor and all expenses accruing therefrom shall be deemed incidental to the performance of the Contract.

PART 2 PRODUCTS

2.1 GENERAL

The Contractor shall be responsible for all material testing specified in the Contract Documents and any applicable permits and codes. The materials testing laboratory shall be accredited for performing the various testing methods either by AASHTO R18, AASHTO 150/IEC 17025 or the American Association for Laboratory Accreditation and further approved by the Owner. The materials testing laboratory shall send test results directly to the Engineer.

A. HOT MIX ASPHALT TESTING

The materials testing laboratory shall be accredited for performing the various testing methods either by AASHTO R18, AASHTO 150/IEC 17025, or the American Association for Laboratory Accreditation and further approved by the Owner. Test methods shall be completed in accordance with the current WSDOT Standard Specifications and Construction Manual. The Engineer or the Inspector shall specify the items or areas to be tested. The materials testing laboratory shall send test results directly to the Owner. Any area that does not meet the material gradation and/or compaction test requirements shall be repaired/replaced at the Contractor's expense. Areas that do not meet compaction test requirements shall be retested at the Contractor's expense. Locations for testing and retesting shall be selected and marked by the Engineer.

2.2 EARTHWORK AND GRANULAR MATERIALS

A. COMPACTION CONTROL

Optimum moisture content and maximum density tests shall be determined by the following method:

ASTM D1557 – Laboratory Compaction Characteristics of Soil Using Modified Effort

B. IN-PLACE TESTS

In-place density and moisture content tests shall be made by an independent testing laboratory according to the following methods:

ASTM D6938 – Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

2.3 AGGREGATES

All aggregates shall be tested in accordance with applicable WSDOT test methods:

<u>Title</u>	<u>Test Method</u>
Sampling	AASHTO T2
Sieve Analysis of Fine and Coarse Aggregates	104A

Material Finer than No. 200 Sieve in Aggregates	102A
Percentage of Particles Smaller than 0.025 mm and 0.005 mm	603A
Organic Impurities	111A
Abrasion of Coarse Aggregates by Use of the Los Angeles Machine	101A
Sand Equivalent	109A

2.4 HOT MIX ASPHALT

Paving asphalt shall be tested in accordance with the current version of WSDOT Standard Specification Section 9-02.

PART 3 EXECUTION

3.1 SAMPLING AND TESTING FREQUENCY

A. GENERAL

The Contractor shall provide the following quality control tests at the number and frequency described herein. On-site testing technicians and testing laboratories shall be WABO-certified. The precise location of the tests shall be designated by the Engineer. The Contractor shall cooperate with laboratory personnel employed to conduct the density testing, sampling of material(s), and special inspections. The Contractor shall provide safe access within the work site for laboratory personnel such that density testing and visual inspection can be performed. The Contractor shall provide samples of materials to be tested in the quantities required and herein specified to the appropriate laboratory personnel. The Contractor shall furnish all labor, equipment, tools, and materials necessary to obtain and deliver samples as herein designated. They shall also provide and repair any test holes required in order to facilitate the testing and sampling and to provide for the testing laboratory's exclusive use for storage and curing of test samples until removed to the laboratory.

Any areas tested and further failing compliance with the Specifications shall be recompacted and retested at the Contractor's expense, until a successful density test indicating compliance with these Specifications has been achieved.

B. SOIL TESTING

The following soil quality control tests shall be completed at the given frequency:

<u>Material</u>	<u>Test</u>	<u>Minimum Sampling & Testing Frequency</u>
Backfill for foundations, walls, trenches and roads	Gradation ¹	One every 500 cy or one per day for quantities exceeding 25 cy. For trenches, one every 750 feet of trench.
	In-Place Density ^{2,3,4}	One every 500 cy or one per day for each type of soil or fill material with quantities exceeding 25 cy. For trenches, one per day and one every 250 feet of trench.
	Moisture-Density Relationship ³	One prior to start of backfilling operation, one every 20 densities and any time material type changes.
Pipe Bedding	Gradation ¹	One every 750 feet of trench.
Subgrade and Fills	In-Place Density ^{2,3}	One every 500 cy of each type material.
	Moisture-Density Relationship	One for every 20 densities for each material.
	Gradation	One for every moisture-density.

1. All acceptance tests shall be conducted from in-place samples.
2. Additional tests shall be conducted when variations occur due to the Contractors, operations, weather conditions, site conditions, etc.
3. The nuclear densometer, if properly calibrated, may be used but only to supplement the required testing frequency and procedures. The densometer shall be calibrated and is recommended for use when the time for complete results becomes critical.
4. Depending on soil conditions, it is anticipated that compaction tests shall be required at depths of 2 feet above the pipe and at each additional 5 feet to the existing surface plus a test at the surface.

C. HOT MIX ASPHALT TESTING FREQUENCY

The following hot mix asphalt quality control tests shall be completed at the given frequency:

Hot Mix Asphalt

Material	Test	Minimum Sampling & Testing Frequency
Commercial HMA and ATB	Rice Density	1 – project.
HMA Cl. ___ PG ___ Project Quantity ≤ 400 tons	Rice Density	1 – project.
HMA Cl. ___ PG ___ Project Quantity > 400 tons ≤ 800 tons	Rice Density, Gradation, Asphalt Binder Content and Percent Air Voids (Va)	1 – project.
HMA Cl. ___ PG ___ Project Quantity > 800 tons	Rice Density, Gradation, Asphalt Binder Content and Percent Air Voids (Va)	1 – 1,000 TN. ⁽²⁾
Commercial HMA, HMA Cl. ___ PG ___, ATB	Compaction ⁽¹⁾	1 – 100 TN.

Hot Mix Asphalt Aggregate

Material	Test	Minimum Sampling and Testing Frequency
Aggregate	SE, Fracture	1 – 2,000 TN.
Blend Sand	SE	1 – Project.
Mineral Filler	Sp. G and Pl	Certificate.

- (1) All acceptance tests shall be conducted from in place samples.
- (2) A minimum of three samples, on a random basis, shall be taken and tested
- (3) Hot mix asphalt aggregate tests are not required for Commercial HMA or for HMA Cl. ___ PG ___ that has a project quantity of ≤ 400 tons.

***** END OF SECTION *****

SECTION 01500

TEMPORARY FACILITIES

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes the temporary facilities required for this project, but not necessarily limited to:

- A. Temporary utilities such as water, electricity, telephone, on-site staging, and on-site parking.
- B. Sanitary facilities.
- C. Temporary enclosures such as fences, tarpaulins, barricades, and canopies.

PART 2 PRODUCTS

2.1 UTILITIES

A. TEMPORARY ELECTRICITY

The Contractor shall provide temporary power at their construction site office. They shall make arrangements with the electrical utility (to obtain temporary power) and shall pay all costs and fees charged by the utility associated with connection of temporary power.

B. WATER

The Contractor shall be responsible for providing water necessary for construction. This includes costs for supplying potable water for hydrostatic pressure leak testing of all water-holding structures and operational testing of all equipment and processes. Water is available from the Owner free of charge, provided that it is used responsibly. The Contractor shall install a meter with backflow prevention device prior to obtaining water from the Owner.

C. TELEPHONE

The Contractor shall provide and pay for telephone service at their construction site office. Cellular telephone service is acceptable as a substitute for telephone service.

2.2 SANITARY FACILITIES

The Contractor shall provide toilet and wash-up facilities for their workforce and the Engineer at the site of work. They shall comply with applicable laws, ordinances, and regulations pertaining to the public health and sanitation of dwellings and camps.

2.3 ON-SITE STAGING AND PARKING

The Contractor shall note that space is limited throughout the construction site. It shall be the responsibility of the Contractor to provide sufficient parking facilities in authorized area(s).

The Contractor shall be responsible for secure onsite parking for their equipment and personal, and a secure area for stockpile and store equipment and materials.

2.4 ENCLOSURES

The Contractor shall furnish, install, and maintain during the project time all required tarpaulins, barricades, canopies, warning signs, and other temporary construction necessary for proper completion of the work in compliance with all pertinent safety and other regulations.

PART 3 EXECUTION

All temporary facilities and controls shall be maintained as long as required for the safe and proper completion of the work. The Contractor shall remove such temporary facilities and controls as rapidly as progress of the work will permit or as directed by the Owner.

***** END OF SECTION *****

SECTION 01505

MOBILIZATION AND DEMOBILIZATION

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section consists of mobilization and demobilization. Mobilization consists of preconstruction activities and preparatory work for the project necessary to mobilize labor, materials, and equipment to the project site. Demobilization consists of activities to remove materials and equipment from the project site upon project completion, including final cleanup. Items which are not considered mobilization or demobilization include but are not limited to:

- A. On-going activities throughout the duration of construction.
- B. Profit, interest on borrowed money, overhead, or management costs.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
Division 1	General Technical Requirements

PART 2 PRODUCTS

Products and materials required for mobilization and demobilization are described in the various sections of Division 1 and in other parts of the Contract Documents.

PART 3 EXECUTION

Complete mobilization and demobilization as required by the various sections of Division 1 and other parts of the Contract Documents.

***** END OF SECTION *****

SECTION 01720

RECORD DRAWINGS

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes the record drawings, which shall be maintained and annotated by the Contractor during construction.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01300	Submittals

1.3 INFORMATION PROVIDED BY THE OWNER

The Contractor will be provided with the following items to maintain record drawings for the project:

- A. One full size paper set of Plans.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall maintain the following record drawings for the project:

- A. A neat and legibly marked set of Contract Plans showing the final location of piping, equipment, electrical conduits, outlet boxes and cables;
- B. Additional documents such as schedules, lists, drawings, and electrical and instrumentation diagrams included in the Contract Documents; and
- C. Contractor layout and installation drawings.

Unless otherwise specified, record drawings shall be full size and maintained in a clean, dry, and legible condition. Record documents shall not be used for construction purposes and shall be available for review by the Engineer during normal working hours at the Contractor's field office. At the completion of the

work, prior to final payment, all record drawings shall be submitted to the Engineer.

Marking of the drawings shall be kept current and shall be done at the time the material and equipment are installed. Annotations to the record documents shall be made with an erasable colored pencil conforming to the following color code:

- A. Additions - Red
- B. Deletions - Green
- C. Comments - Blue
- D. Dimensions - Graphite

Legibly mark drawings to record actual depths, horizontal and vertical location of underground raceways, cables, and appurtenances referenced to permanent surface improvements.

The Contractor's record drawings (full-size hard-copy) will be reviewed monthly for completeness by the Engineer prior to preparing the progress estimate for payment. If the record drawings do not reflect the work performed, payment for that item of work will not be included in the progress estimate.

***** END OF SECTION *****

SECTION 01740

CLEANUP

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes the sites in a standard of cleanliness throughout the construction period as described herein.

Throughout the construction period, the Contractor shall maintain the cleanliness of the site and structures as described herein. The Contractor is also to maintain access to the existing system so it can be serviced and operated.

Dust of all kinds, including concrete dust produced by construction activities, shall be controlled at all times.

1.2 RELATED WORK SPECIFIED ELSEWHERE

In addition to standards described in this Section, comply with all requirements for cleaning up when described in other sections of these Contract Documents.

1.3 QUALITY ASSURANCE

A. INSPECTION

The Contractor shall conduct daily site inspections, and more often if necessary, to verify that requirements are being met.

B. CODES AND STANDARDS

In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

PART 2 PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

Provide all required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Engineer.

PART 3 EXECUTION

3.1 PROGRESS CLEANING

A. GENERAL

Retain all stored materials and equipment in an orderly fashion allowing maximum access, not impeding drainage or traffic, and providing protection.

Do not allow the accumulation of scrap, debris, waste material, and other items not required for this work.

At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the project site.

Provide adequate storage for all materials awaiting removal from the project site, observing all requirements for fire protection and protection of the environment.

B. SITE

Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Move these items into a place designated for their storage until disposal becomes available.

Weekly, and more often if necessary, inspect all arrangements of materials stored on the site, restack, arrange, or otherwise service all arrangements to meet the requirements above.

Maintain the site in a neat and orderly condition at all times so as to meet the approval of the Engineer.

C. STREETS

All paved and unpaved streets in the vicinity of the project shall be kept free of material tracked from the project site(s) or dropped from vehicles entering and leaving the site(s). The Contractor shall inspect roads in each active area daily, and all material deposited on the road from the

Contractor's activities shall be removed prior to the end of the workday. This shall include sweeping, as required, to collect any mud, dirt and dust from the surface. All catch basins and culverts in the work area shall be inspected before completion and cleaned as directed by the Engineer.

3.2 FINAL CLEANING

A. DEFINITION

Except as otherwise specifically provided, "clean" shall be interpreted as meaning the level of cleanliness generally provided by commercial building maintenance equipment and materials.

B. GENERAL

Prior to final inspection, remove from the jobsite all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final project cleaning as described below.

C. TIMING

Schedule final cleaning as approved by the Engineer to enable the Owner to accept a completely clean project, ready for occupancy.

***** END OF SECTION *****

SECTION 01900

SALVAGE AND DEMOLITION

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section covers the demolition of existing structures, piping, equipment, and sitework, and the salvage of existing materials and equipment as indicated on the Plans and as specified herein.

The Plans show the major items to be demolished and removed.

1.2 SALVAGE

Salvageable equipment and material shall be removed with care so as not to impair future uses and shall include all equipment and material so indicated on the Plans. Salvaged equipment and material not reused or rejected by the Owner shall be cleaned and protected from corrosion and weather and delivered by the Contractor to the Owner at the District Office.

Reuse of salvageable equipment and material by the Contractor will not be permitted except where specifically indicated on the Plans and in the Specifications or where approved by the Engineer and Owner. Salvageable equipment and materials rejected in writing by the Owner shall become the property of the Contractor and shall be disposed of away from the site without additional cost to the Owner.

1.3 DEMOLITION

The Contractor shall be responsible for compliance with current City, County, State, and Federal codes and regulations related to demolition.

The Contractor shall notify all affected utilities and comply with their respective requirements for abandonment of such utilities including power, telephone, natural gas, water, sanitary sewer, and storm sewer utilities.

The Contractor shall maintain access for the Owner's employees during the demolition period and provide barricades, fences, etc., as required for job site safety.

Demolition of concrete, masonry, roofing, asphalt, and other materials shall be done so as to avoid damage to existing structures intended to remain. Demolition or cutting required to add to or modify existing structures shall be done in such a

manner that the appearance and utility of the existing structure is not impaired and so that a neat transition from new to old material may occur.

All piping and appurtenances located less than 4 feet below finished grade shall be removed and hauled to an approved disposal site. All piping and appurtenances located four feet or more below finished grade may be abandoned in place, unless shown otherwise on the Plans, as long as Contractor fully seals all pipe and appurtenance openings with grout.

All waste materials from demolition or cutting shall become the property of the Contractor and shall be removed from the site and hauled to an approved waste disposal site, if declared surplus by the Owner. All materials and equipment, however, are property of the Owner unless declared surplus. Some equipment and materials scheduled for salvage and delivery to the Owner are noted on the Plans.

1.4 HAZARDOUS MATERIALS

A. GENERAL

Hazardous materials are known to be present on the project site. Their types and locations are described in the following sections. The Contractor shall communicate the presence of these potential hazards to employees, subcontractors, and other site occupants. The Contractor shall ensure the safety of all workers, visitors to the site, and the general public in accordance with all applicable laws, rules, and regulations. The Contractor shall comply with all applicable federal, state, and local laws relating working with hazardous materials. All costs related to work in compliance with established rules and regulations shall be the responsibility of the Contractor.

B. HANDLING AND DISPOSAL OF ASBESTOS CEMENT PIPE

To remove existing asbestos cement pipe from the trench, permitting as determined by regulatory agencies is required. It is the intent of this Contract that the Contractor abandon most existing asbestos cement pipe in place. The Contractor, however, shall anticipate that the construction of this Project will require cutting of asbestos cement pipe. The Contractor shall be responsible for filing a Notice of Intent with the Southwest Clean Air Agency. All work shall be performed in compliance with the requirements of the WAC Chapter 296-65, Southwest Air Agency, Labor and Industries, and all local, state, and federal agencies having jurisdiction. In the event asbestos cement pipe is removed from the trench, removal and disposal shall comply with all local, state and federal regulations. Disposal shall be to only regulated, legal facilities. Provide

the Owner copies of the disposal receipts showing the quantity with name, location and date.

C. HAZARDOUS MATERIAL TRANSPORT AND DISPOSAL

The Contractor shall comply with all federal, state, and local regulations regarding the collection, containment and transportation of hazardous materials, including but not limited to WAC 173-303 Dangerous Waste Regulation, and shall ensure that all subcontractors comply as well.

***** END OF SECTION *****

SECTION 01950

TRAFFIC CONTROL

PART 1 GENERAL

1.1 SCOPE

Temporary traffic control refers to the control of all types of traffic, including vehicles, bicyclists and pedestrians (including pedestrians with disabilities). The Contractor, utilizing contractor labor and contractor-provided equipment and materials (except when such labor, equipment, or materials are to be provided by the Owner as specifically identified in the Contract Documents), shall plan, manage, supervise and perform all temporary traffic control activities need to support the work of the Contract.

The Contractor shall provide flaggers, signs, and other traffic control devices not otherwise specified as being furnished by the Owner. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices, necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads or streets. No work shall be done on or adjacent to the roadway until all necessary signs and traffic control devices are in place.

The traffic control resources and activities shall be used for the safety of the public, the Contractor's employees, the Owner's personnel and to facilitate the movement of the traveling public. Traffic control resources and activities may be used for the separation or merging of public and construction traffic when in accordance with a specific approved traffic control plan.

Upon failure of the Contractor to immediately provide flaggers; erect, maintain, and remove signs; or provide, erect, maintain, and remove other traffic control devices when ordered to do so by the Owner, the Owner may, without further notice to the Contractor or the Surety, perform any of the above and deduct all of the costs from the Contractor's payment.

The Contractor shall be responsible for providing adequate flaggers, signs and other traffic control devices for the protection of the work and the public at all times regardless of whether or not the flaggers, signs, and other traffic control devices are ordered by the Owner, furnished by the Owner, or paid for by the Owner.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01160	Regulatory Requirements
01300	Submittals

1.3 REFERENCES

This Section references the latest revisions to the following documents:

<u>Reference</u>	<u>Title</u>
MUTCD	<i>Manual of Uniform Traffic Control Devices Washington State Modifications to the MUTCD Quality Guidelines for Temporary Traffic Control Devices</i>
ANSI 107	<i>High Visibility Garment Standard</i>

1.4 TRAFFIC CONTROL MANAGEMENT

A. GENERAL

It is the Contractor's responsibility to plan, conduct, and safely perform the work. The Contractor shall manage temporary traffic control with his or her own staff. Traffic control management responsibilities shall be formally assigned to one or more company supervisors who are actively involved in the planning and management of field Contract activities. The Contractor shall provide the Engineer with a copy of the formal assignment. The duties of traffic control management may not be subcontracted.

The Contractor shall designate an individual or individuals to perform the duties of the primary Traffic Control Supervisor (TCS). The designation shall also identify an alternate TCS who can assume the duties of the primary TCS in the event that person's inability to perform. The TCS shall be responsible for safe implementation of approved Traffic Control Plans provided by the Contractor.

The primary and alternate TCS shall be certified as worksite traffic control supervisors by one of the organizations listed herein. Possession of a current TCS card and flagging card by the primary and alternate TCS is mandatory. A traffic control management assignment and a TCS designation are required on all projects that will utilize traffic control.

The Contractor shall maintain 24-hour telephone numbers at which the Contractor's assigned traffic control management personnel and the TCS

can be contacted and be available upon the Engineer's request at other than normal working hours. These persons shall have the resources, ability and authority to expeditiously correct any deficiency in the traffic control system.

B. The duties of the Contractor's traffic control management personnel shall include:

1. Overseeing and approving the actions of the Traffic Control Supervisor (TCS) to ensure that proper safety and traffic control measures are implemented and consistent with the specific requirements created by the Contractor's work zones and the Contract. Some form of oversight shall be in place and effective even when the traffic control management personnel are not present at the jobsite.
2. Providing the Contractor's designated TCS with approved Traffic Control Plans (TCPs), which are compatible with the work operations, and traffic control for which they will be implemented.
3. Discussing proposed traffic control measures and coordinating implementation of the Contractor-adopted traffic control plan(s) with the Owner.
4. Coordinating all traffic control operations, including those of subcontractors, suppliers, and any adjacent construction or maintenance operations.
5. Coordinating the project's activities (road closures and lane closures) with appropriate police, fire control agencies, city or county engineering, medical emergency agencies, school districts, and transit companies.
6. Overseeing all requirements of the Contract, which contribute to the convenience, safety, and orderly movement of vehicular and pedestrian traffic.
7. Having the latest adopted edition of the MUTCD including the Modifications to the MUTCD for Streets and Highways for the State of Washington and applicable standards and specifications available at all times on the Project.
8. Attending all Project meetings where traffic management is discussed.

9. Being present onsite a sufficient amount of time to adequately accomplish the above-listed duties.

C. TRAFFIC CONTROL SUPERVISOR

A Traffic Control Supervisor (TCS) shall be on the Project whenever traffic control labor is required or less frequently, as approved by the Owner.

The TCS shall personally perform all the duties of the TCS. The TCS's duties shall include:

1. Inspecting traffic control devices and nighttime lighting for proper location, installation, message, cleanliness, and effect on the traveling public. Traffic control devices shall be inspected each work shift except that Class A signs and nighttime lighting need to be checked only once a week. Traffic control devices left in place for 24 hours or more should also be inspected once during the nonworking hours when they are initially set up (during daylight or darkness, whichever is opposite of the working hours).
2. Ensuring that corrections are made if traffic control devices are not functioning as required. The TCS may make minor revisions to the approved traffic control plan to accommodate site conditions as long as the original intent of the traffic control plan is maintained and the revision has concurrence of the TCM and/or Owner.
3. Attending traffic control coordinating meetings or coordination activities as authorized by the Owner.
4. Ensuring that all needed traffic control devices are available and in good working condition prior to the need to install those devices.
5. Ensuring that all pedestrian routes or access points, existing or temporary, are kept clear and free of obstructions and that all temporary pedestrian routes or access points are detectable and accessible to persons with disabilities as provided for in the approved plans.
6. Having a current set of approved TCPs and applicable contract provisions as provided by the TCM and the latest adopted edition of the MUTCD including the *Washington State Modifications to the MUTCD* and applicable standards and specifications.

1.5 TCM AND TCS QUALIFICATIONS

The TCM and TCS shall be certified by one of the following:

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

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

The TCS and all flaggers shall have a current flagging card from the State of Washington, Oregon, or Idaho.

1.6 SUBMITTALS

A. TRAFFIC CONTROL PLAN

The Contractor shall prepare and submit five copies of a Traffic Control Plan(s). All construction signs, flaggers, spotters, and other traffic control devices shall be shown on the traffic control plans. The Contractor shall designate and adopt in writing the specific traffic control plan or plans required for their method of performing the work. The traffic control plan(s) shall be in accordance with the established standards for plan development as shown in the MUTCD, Part VI.

The Traffic Control Plan shall meet the specific requirements of the franchise agreements and right-of-way permits required for this project. In addition, the Traffic Control Plan shall meet the following requirements:

- Local access and emergency access on local access roads.

The Contractor, at the end of each day, shall leave the Work area in such condition that it can be traveled without damage to the Work, without danger to traffic, and without one-way traffic control.

PART 2 PRODUCTS

2.1 TRAFFIC CONTROL DEVICES

Flagging, signs and all other traffic control devices furnished or provided shall conform to the standards established in the latest WSDOT adopted edition of the *Manual on Uniform Traffic Control Devices (MUTCD)* published by the U.S. Department of Transportation and the *Washington State Modifications to the MUTCD*. Requirements for pedestrian traffic control devices are addressed in the MUTCD.

2.2 CONSTRUCTION SIGNS

All construction signs required by the approved traffic control plan(s) as well as any other appropriate signs prescribed by the Owner shall be furnished by the Contractor. The Contractor shall provide the posts or supports and erect and maintain the signs in a clean, neat, and presentable condition until the necessity for them has ceased. All non-applicable signs shall be removed or completely covered with either metal or plywood during periods when they are not needed. When the need for any of these signs has ceased, the Contractor, upon approval of the Owner, shall take down these signs, post, or supports.

Construction signs will be divided into two classes. Class A construction signs are those signs that remain in service throughout the construction or during a major phase of the work. They are mounted on posts, existing fixed structures, or substantial supports of a semi-permanent nature. Sign and support installation for Class A signs shall be in accordance with the WSDOT Standard Plans. Class A signs shall be designated as such on the Traffic Control Plan. Class B Construction signs are those signs that are placed and removed daily, or are used for short durations which may extend for 1 to 3 days. They are mounted on portable or temporary mountings.

Tripod-mounted signs in place more than 3 days in any one location, unless approved by the Engineer, shall be required to be post-mounted and shall be classified as Class A construction signs. Where it is necessary to add weight to the signs for stability, sandbags or other similar ballast may be used but the top of the ballast shall not be more than 4 inches above the road surface, and shall not interfere with the breakaway features of the device. The Contractor shall follow the manufacturer's recommendations for sign ballasting.

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall provide all labor and equipment to execute the Traffic Control Plan. It is the Contractor's responsibility to plan, conduct, and safely perform the work.

The TCS shall be responsible for safe implementation of approved Traffic Control Plans provided by the TCM.

3.2 TRAFFIC CONTROL LABOR

The Contractor shall furnish all personnel for flagging, spotting, for the execution of all procedures related to temporary traffic control and for setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control traffic during construction operations.

Vests and other high-visibility apparel shall be in conformance with ANSI 107.

Flaggers and spotters shall be posted where shown on the approved Traffic Control Plan. Flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, or Idaho. The flagging card shall be immediately available and shown upon request by the Owner.

During hours of darkness, flagging stations shall be illuminated in a manner that ensures that flaggers can easily be seen but that does not cause glare to the traveling public. Flagger station illumination shall meet the requirements of the MUTCD.

Flaggers shall be equipped with portable two-way radios, with a range suitable for the project. The radios shall be capable of having direct contact with project management (foreman, superintendents, etc.)

The Contractor shall furnish flagger Stop/Slow paddles conforming to the requirements of the MUTCD, except the minimum width shall be 24 inches.

***** END OF SECTION *****

DIVISION 2

SITework

SECTION 02050

LOCATE EXISTING UTILITIES

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes the anticipated conflicts, which may exist with existing utilities. A reasonable attempt has been made to locate the existing utilities; however, the exact location, and/or depth are unknown in most instances. Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification. It shall be the responsibility of the Contractor to locate existing utilities and their depth.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01200	Measurement and Payment
02250	Temporary Shoring and Bracing
02300	Earthwork

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall determine the difficulties to be encountered in constructing the Project and his locate effort based upon the information provided on the Plans, field investigation, and the Contractor's contacts with the existing utility companies. The Contractor shall determine the extent of exploration required to first prevent damage to those existing utilities, and secondly to determine if the proposed improvements are in conflict with existing utilities.

The Contractor shall locate existing utilities sufficiently ahead of construction so that the Engineer can modify the alignment, or grade prior to construction. Where underground utilities are found to be in the way of construction, such condition shall not be deemed to be a changed or differing site condition. If necessary, pipe alignment or grade shall be modified at the Contractor's expense.

The Contractor shall call the Utility Location Request Center (One Call Center), for field location, not less than 2 nor more than 10 business days before the scheduled date for commencement of excavation that may affect underground utility facilities, unless otherwise agreed upon by the parties involved. A business day is defined as any day other than Saturday, Sunday, or a legal local, State, or Federal holiday. The telephone number for the One Call Center for this project is (800) 424-5555. If no one-number locator service is available, notice shall be provided individually to those owners known to or suspected of having underground facilities within the area of the proposed excavation.

The Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating to underground utilities. Any cost to the Contractor incurred as a result of this law shall be at the Contractor's expense.

No excavation shall begin until all know facilities in the vicinity of the excavation area have been located and marked.

***** END OF SECTION *****

SECTION 02230

CLEARING AND GRUBBING

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes the clearing, grubbing, and stripping of the proposed project areas in preparation of foundations, embankment construction, and pipeline installation.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01200	Measurement and Payment
02305	Wet Weather Earthwork
02300	Earthwork
02370	Erosion Control

1.3 DEFINITIONS

“Clearing, grubbing, and stripping debris” as hereinafter used shall be considered as all material removed by the clearing, grubbing, and stripping operations.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 DISPOSAL OF CLEARING AND GRUBBING DEBRIS

Clearing and grubbing debris shall be disposed of by hauling to waste and disposal sites approved by the Owner.

3.2 CLEARING AND GRUBBING

Clearing and grubbing shall be performed as required to complete the work shown on the Plans to a minimum depth of 8 inches in order to remove the root zone of existing vegetation.

This work shall include removal and disposal of all trees, logs, brush, stumps, roots, and minor manmade structures to include but not limited to concrete, asphalt abandoned metal and equipment, rubbish and debris to the limits indicated

on the plans or as required and approved by the owner. This work shall be to a depth necessary to remove stumps, large roots and all other objectionable material. This work shall also include the protection from injury or defacement of trees, bushes, shrubs, and other objects designated to remain.

***** END OF SECTION *****

SECTION 02240

DEWATERING

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes dewatering excavations of any kind and location, including but not limited to groundwater, surface water, and precipitation, until backfilling has been completed to finished grade.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01160	Regulatory Requirements
01200	Measurement and Payment
01300	Submittals
02300	Earthwork
02370	Erosion Control

1.3 SUBMITTALS

Prior to the start of construction, the Contractor shall submit a dewatering plan in accordance with Section 01300 containing both a graphical and narrative presentation identifying proposed methods, equipment sizes and contingency plans should dewatering cause settlement of any adjacent facilities. The dewatering plan shall show specific locations, in plan and section, where dewatering is expected as well as a general discussion of methods to be employed should water be encountered in other locations. The plan shall detail the depth, diameter and anticipated flow for dewatering wells, well points or sumps.

Acceptance by the Owner of the method, installation, and operation and maintenance details submitted by the Contractor shall not in any way be considered to relieve the Contractor from full responsibility for errors therein or from the entire responsibility for complete and adequate design and performance of the system in controlling the water level in the excavated areas, and for control of the hydrostatic pressures to the depths specified herein. The Contractor shall be solely responsible for the proper design, installation, proper operation, maintenance, and any failure of any component of the dewatering system.

1.4 REFERENCES

“Rossum J.R., 1954, *Control of Sand in Water Systems*, Journal American Water Works Association, Volume 46, pp. 123-132”

Construction Stormwater Permit

1.5 QUALITY CONTROL

It shall be the sole responsibility of the Contractor to control the rate and effect of the dewatering efforts to avoid all objectionable settlement and subsidence. The Contractor shall comply with local codes and ordinances of governing authorities with regard to disposal of water pumped from dewatering operations.

Proposed discharge points shall be approved by the Owner prior to implementation of dewatering. The Contractor shall be responsible for taking all reasonable precautions necessary to ensure continuous, successful operation of the system.

PART 2 PRODUCTS

Dewatering shall be in accordance with the guidance stated in the Geotechnical Report for this Project.

The Contractor shall have sufficient pumping equipment and/or other machinery available onsite before operations begin to assure that the operation of the dewatering system can be maintained. This shall include providing backup pumps of similar capacity and a standby generator of the capacity required to continuously operate the Contractor's dewatering system.

PART 3 EXECUTION

3.1 INSTALLATION AND APPLICATION

During excavation, the installation of piping, conduits and structures and during the placing of backfill, excavations shall be kept free of water, subsurface or otherwise. The Contractor shall furnish all equipment necessary to dewater the excavations and shall dispose of the water so as not to cause a nuisance or menace to the public. The dewatering system shall be installed and operated by the Contractor so that the groundwater level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property. The release of groundwater to its static levels shall be performed so as to maintain the undisturbed state of the foundation soils, prevent disturbance of backfill and prevent movement of all structures and pipelines.

Design implementation and maintenance of any dewatering system shall be the responsibility of the Contractor.

The Contractor shall construct all dewatering wells in accordance with WAC 173-160. The dewatering system shall be sufficient to maintain the groundwater level at an elevation to protect the surface of the trench bottoms, the base of the bedding course or other foundation, and shall be accomplished prior to pipe laying and jointing or placement of reinforcing steel for concrete.

If well points or wells are used, they shall be adequately spaced to provide the necessary dewatering. The dewatering operation, however accomplished, shall be carried out so that it does not destroy or weaken the strength of the soil under or alongside the excavations.

The Contractor shall design filters and screen slot sizes for all sumps, wells and well points which prevents the movement of fines during pumping. The Contractor shall develop the wells such that they produce no more than 10-ppm silica as measured with a Rossum Sand Tester (Rossum, 1954) or equivalent.

3.2 MONITORING

The Contractor shall install water level observation wells in dewatered areas sufficient to determine whether groundwater levels are maintained as per Part 3.1 of this Section.

3.3 FIELD QUALITY CONTROL

A continual check by the Contractor shall be maintained to ensure that the subsurface soil is not being removed by the dewatering operation. The Contractor shall test all dewatering discharge using a Rossum Sand Tester or equivalent to determine the silica content of the discharge. The Contractor shall notify the Owner at least 24 hours prior to testing. Where critical structures or facilities exist immediately adjacent to areas of proposed dewatering, reference points shall be established and observed at frequent intervals to detect any settlement that could develop.

Should settlement be observed, the Contractor shall cease dewatering operations and implement contingency plans as outlined in the Contractor's approved dewatering plan. The responsibility for conducting the dewatering operation in a manner that protects adjacent structures and facilities rests solely on the Contractor. The cost of repairing any damage to adjacent structures and restoration of facilities shall be the responsibility of the Contractor. Permanent piping systems, existing or new, shall not be incorporated into the Contractor's dewatering system.

***** END OF SECTION *****

SECTION 02250

TEMPORARY SHORING AND BRACING

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes the temporary shoring and bracing for excavations including the trench excavation safety systems as shown on the Plans and as specified herein.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01200	Measurement and Payment
01300	Submittals
02300	Earthwork
02511	Connection to Existing System
2500	Water Distribution
02530	Utility Structures

1.3 WORK INCLUDED

The extent of temporary shoring and bracing work includes, but is not limited to:

- A. Temporary shoring and bracing necessary to protect the following against loss of ground or caving embankments: existing structures, buildings, roads, walkways, utilities, electrical transmission towers and support wiring, other facilities and improvements where required to comply with codes and authorities having jurisdiction.
- B. Trench excavation safety systems, pursuant to RCW Chapter 49.17 and WAC 296-155-655.
- C. Maintenance of shoring and bracing.

1.4 QUALITY ASSURANCE

A. SHORING CONSULTANT

The Contractor shall engage the services of a qualified geotechnical engineer and qualified structural engineer registered in the State of Washington to design temporary shoring and bracing when required by applicable regulations.

elevations, and promptly notify the Owner if changes in elevations occur or if cracks, sags or other damage is evident.

1.7 EXISTING UTILITIES

The Contractor shall protect existing active sewer, water, gas, electrical, and other utility services and structures that may be present. This shall also include all pipelines, services, and structures that are the property of the Owner.

PART 2 PRODUCTS

The Contractor shall provide suitable shoring and bracing materials, which shall support loads imposed. Materials for shoring systems need not be new, but shall be in serviceable conditions.

PART 3 EXECUTION

3.1 VERIFICATION OF CONDITIONS

The Contractor shall notify the Owner immediately if, during construction, subsurface conditions are different from those encountered in the exploratory holes.

3.2 INSTALLATION AND APPLICATION

The Contractor shall provide shoring systems adequately anchored and braced to resist earth and hydrostatic pressures at locations as needed to support excavations during construction. The Contractor shall locate required bracing to clear all permanent work. Bracing which must be relocated shall be installed prior to the removal of original bracing. The Contractor shall not place bracing where it will be cast into or included in permanent concrete work, except as otherwise acceptable to the Owner. The Contractor shall maintain bracing until structural elements are rebraced by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

3.3 REMOVAL

The Contractor shall remove shoring and bracing in stages to avoid disturbances to adjacent and underlying soils and damage to structures, pavements, facilities and utilities. The Contractor shall repair or replace, as acceptable to the Owner, adjacent work damaged or displaced through the installation or removal of shoring and bracing work.

SECTION 02300

EARTHWORK

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes the earthwork, including trench excavation and backfill for piping, excavation and backfill for structures, and finish grading.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01200	Measurement and Payment
01300	Submittals
01500	Temporary Facilities
02240	Dewatering
02250	Temporary Shoring and Bracing
02305	Wet Weather Earthwork
02370	Erosion Control
02500	Water Distribution
02700	Gravel Materials
02950	Site Restoration and Rehabilitation

PART 2 PRODUCTS

2.1 GRAVEL MATERIALS

All gravel materials shall conform to Section 02700.

PART 3 EXECUTION

3.1 PREPARATION

Excavation may commence once all erosion control measures are in place in accordance with the Plans and Section 02370 and to the satisfaction of the Owner.

3.2 GENERAL REQUIREMENTS

Excavation, compaction and backfill for structures, pipelines and the final site contours shall be formed by either excavating or compacting fill, as required, to provide the cross-sections as shown on the Plans.

All excavation performed on this Project shall be considered unclassified. Excavation shall consist of the removal of any and all material encountered, including debris, rubble, concrete, metal, topsoil, cutting and removal of existing surfacing, tree stumps, trees, logs, abandoned rail ties, abandoned piping, piling, riprap, etc.

Excavations shall be kept free of water, both surface water and groundwater, during the excavation, installation of pipelines and structures, and the placement of backfill. For additional requirements see Section 02240.

The Contractor's attention is also called to the depth of the structures and piping; for this reason, special shoring and bracing may be required. All shoring and bracing or sheeting required to perform and protect the excavation and to safeguard the employees, shall be furnished by the Contractor. For additional requirements see Section 02250.

No timber bracing, lagging, sheathing or other lumber shall be left in any excavation except with permission of the Engineer and in the event such permission is granted, no separate payment shall be allowed for burying such material.

All stockpiles shall be covered with plastic and no stockpile shall be higher than 6 feet above existing grade.

3.3 EXCAVATION AND BACKFILL FOR TRENCHES

Excavation and backfill for trenches shall be in conformance with Sections 7-08 and 7-09 of the WSDOT Standard Specifications, and as further described herein. The following pipe materials shall be considered flexible:

- PVC
- Polyethylene Tubing
- FRP
- HDPE
- Polyethylene
- Corrugated Polyethylene

All other pipe materials shall be considered rigid.

Upon completion of work each day, all pipeline open trenches shall be completely backfilled, leveled, and temporarily patched or graveled, as herein specified. Under certain conditions, the trench may be left open at the last length of pipe laid during the day to avoid re-excavation the following morning, provided that the opening is adequately plated or covered for vehicle traffic. Special attention shall

be given to barricading to keep vehicular traffic away from newly-backfilled trench areas until restored for traffic.

The Engineer reserves the right to restrict the Contractor in the amount of trench for pipeline that can be opened during the working day. Should the Contractor, in the Engineer's opinion, fail to diligently pursue backfilling, an allowable limit of open trench shall be 100 lineal feet and shall be strictly enforced.

The width of the trench at or below a point 12 inches above the top of the outside diameter of the pipe shall be carefully controlled and maintained to ensure the strength of the pipe and prevent pipe failures. Backfilling shall proceed as follows:

A. SUBGRADE PREPARATION

The subgrade for piping is defined as the elevation of the bottom of the pipe bedding material as shown on the Plans.

In the event unsuitable material is encountered below the subgrade shown on the Plans and described herein, the Contractor, as required by the Engineer, shall over-excavate until a suitable foundation is reached. If over-excavation of unsuitable material is required by the Engineer, it will be paid for under the unit price bid item entitled "UNSUITABLE EXCAVATION," as found in the Proposal. The Contractor shall then replace the material with compacted crushed surfacing top course, as specified in Section 02700. If imported crushed surfacing top course, gravel is required, it will be paid under the unit price bid item titled "CRUSHED SURFACING TOP COURSE."

Quantities, if any, shall be calculated by neat line measurement to the depth agreed to in the field by the Engineer.

B. BEDDING FOR FLEXIBLE PIPE

Above the foundation material, if any, Gravel Backfill for pipe bedding, as specified in Section 02700, shall be placed in lifts of approximately 8 inches up to a point 12 inches above the pipe. This material shall be hand shoveled in place and carefully worked under and around the pipe.

C. BACKFILL FOR TRENCHES

Partial backfill to protect the pipe will be permitted immediately after the pipe has been properly laid in accordance with the Plans and these Specifications. Complete backfilling of trenches will not be permitted until the section of pipe installed has been inspected by the Engineer.

From the point 12 inches above the top of the pipe barrel, the backfill material to be used in the trench section shall be Bank Run Gravel, as specified in Section 02700, except where required or shown on the Plans to use other material. The Contractor shall place backfill in horizontal lifts not to exceed 8 inches in thickness. All backfill shall be free of large rocks, organic matter, stumps, trees, pieces of pavement, broken concrete and other deleterious substances.

The Contractor shall remedy, at their expense, any defects that appear in the backfill prior to final acceptance of the work. Cleanup operations shall progress immediately behind backfilling to accommodate the return to normal use of the trench area.

During placement of the initial lifts, the backfill material shall not be bulldozed into the trench or dropped directly over the pipe with less than 3 feet of backfill material above the top of the pipe.

3.4 ROCK EXCAVATION

It is not anticipated that solid rock will be encountered. Should such material be encountered, however, it will be paid for change order as directed by the Engineer and approved by the Owner. Boulders or broken rock less than 2 cubic yards in volume as measured in the field by the Engineer, will not be classified as rock, nor will so-called "hard-pan" or cemented gravel, even though it may be advantageous to use explosives in its removal if blasting were allowed. For the purpose of this contract, rock excavation shall be defined as mineral matter in place and of such hardness and texture that, when it is encountered, cannot be loosened by three passes of a ripper tooth mounted on the larger of a tracked backhoe of at least 25,000 pounds operating weight and 75 horsepower or the largest backhoe being utilized on the job by the Contractor. Where rocks occur as boulders that are smaller than the larger of: (1) 2 cubic yards in volume, or (2) the volume that can be readily handled by the largest backhoe being utilized on the job by the Contractor, they shall be considered incidental to excavation.

Where removal of a boulder results in a void below the desired elevation of the intended excavation, backfilling of the void shall be handled in the same manner as the replacement of unsuitable excavated material.

3.5 DISPOSAL OF EXCAVATED MATERIAL

Excavated materials not used for fill shall be hauled to an approved waste site(s), as selected by the Contractor. The Contractor shall submit a list of approved waste haul site(s) to the Owner prior to the commencement of hauling of waste

materials. Any permits required for waste haul and disposal shall be the responsibility of the Contractor.

3.6 FINAL SITE GRADING

The site shall be graded consistent with the elevations shown on the Plans. The slopes between elevations shall be uniform or as shown on the Plans. Excavations and backfill shall be to the elevations required for the placement of all surface restorations, such as asphalt, concrete, gravel surfacing, or landscaping. All areas shall be graded to provide proper drainage. The final ground surface shall be smooth, raked free of debris and stones, and prepared for restoration as specified in Section 02900.

3.7 TRENCH COMPACTION

Trench backfill materials shall be moisture conditions to within three percent of optimum moisture content. Water settlement is not allowed for compaction.

Pipe bedding materials, for both rigid and flexible pipes, shall be compacted to at least 95 percent of the maximum dry density, using the Modified Proctor, per ASTM D1557.

Compaction of the backfill above the bedding material in all trenches in non-structural and non-paved areas shall be performed by using mechanical equipment to at least 90 percent of the maximum dry density, using the Modified Proctor, per ASTM D1557.

Compaction of the backfill above the bedding material in all trenches in structural or paved areas shall be performed by using mechanical equipment to at least 95 percent of the maximum dry density, using the Modified Proctor, per ASTM D1557.

***** END OF SECTION *****

SECTION 02305

WET WEATHER EARTHWORK

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes the procedures to be followed if earthwork is to be accomplished in wet weather or in wet conditions where control of soil moisture is difficult.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01200	Measurement and Payment
01300	Submittals
02300	Earthwork
02370	Erosion Control
02700	Gravel Materials

PART 2 PRODUCTS

The size or type of construction equipment shall be selected as required to prevent soil disturbance. In some instances, it may be necessary to limit equipment size or to excavate soils with a backhoe, Gradall, or equivalent type of equipment to minimize subgrade disturbance caused by construction traffic.

Material used as structural fill during wet weather earthwork shall generally consist of clean granular material containing less than 5 percent fines (material passing the U.S. Standard No. 200 sieve), based on wet sieving the fraction passing the 3/4-inch sieve. The fines shall be non-plastic.

PART 3 EXECUTION

3.1 WET WEATHER EXCAVATION AND FILL PLACEMENT QUALITY CONTROL

Excavation and placement of fill or backfill material will be observed on a full-time basis by the Owner, to determine that all work is being accomplished in accordance with these Specifications.

3.2 WET WEATHER EARTHWORK PROTECTION

The ground surface shall be sloped away from construction areas to promote the rapid runoff of precipitation and prevent ponding of water.

Earthwork shall be accomplished in small sections to minimize exposure to wet weather. Excavation or the removal of unsuitable soil shall be followed immediately by the placement and compaction of a suitable thickness (generally 8 inches or more if approved by the Owner) of clean foundation gravel.

No soil shall be left uncompacted and exposed to moisture. A smooth drum vibratory roller, or equivalent, shall be used to seal the ground surface after placement of fill or backfill materials.

All wet weather work shall meet local, state and federal codes as specified herein and as indicated on the Plans.

***** END OF SECTION *****

SECTION 02370

EROSION CONTROL

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes the temporary erosion and sedimentation control (TESC) in and around the site caused by the actions of the Contractor as shown on the Plans and as specified herein.

Work under this Section shall be directed towards site areas disturbed during construction as well as all off-site storage and parking areas maintained by the Contractor.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01160	Regulatory Requirements
01200	Measurement and Payment
01300	Submittals
02240	Dewatering
02300	Earthwork

1.3 SUBMITTALS

A. Stormwater Pollution Prevention Plan (SWPPP)

A SWPPP shall be prepared by the CESCL for the project and submittal in accordance with Section 01300 and paragraph 1.5 of this specification section. The SWPPP shall be submitted to the Owner for approval at the preconstruction conference.

1.4 CERTIFIED EROSION AND SEDIMENT CONTROL LEAD (CESCL)

The Contractor shall designate a Certified Erosion and Sediment Control Lead (CESCL) for this project. The CESCL shall have, for the life of this Contract, a current Certificate of Training in Construction Site Erosion and Spill Control signed by the WSDOT Water Quality Program Manager.

Duties of the CESCL shall include, but are not limited to:

- A. Inspecting temporary erosion and spill control Best Management Practice (BMPs) for proper location, installation, maintenance, and repair. Inspections shall be made as noted on the Plans and after each significant precipitation event, including those that occur during weekends and after working hours. A Temporary Erosion and Spill Control Inspection Report shall be prepared for each inspection and shall be included in the Temporary Erosion and Spill Control file. The inspection report shall include, but not be limited to:
 - 1. When BMPs are installed, removed or changed;
 - 2. Repairs needed or made;
 - 3. Turbidity monitoring results;
 - 4. Observations of BMP effectiveness and proper placement;
 - 5. Recommendations for improving performance of BMPs.

- B. Prepare and maintain a Temporary Erosion and Spill Control file on site that includes but is not limited to:
 - 1. Temporary Erosion and Spill Control Inspection Reports;
 - 2. Contractor's Stormwater Pollution Prevention Plan (SWPPP);
 - 3. Spill Prevention, Control, and Countermeasures (SPCC) Plan;
 - 4. All project permits, including but not limited to grading permits and Hydraulics Project Approval;
 - 5. Manufacturer instructions for all products used for TESC BMPs;
 - 6. Washington State Department of Ecology's Stormwater Management Manual for Western Washington, Chapter 4, Volume II, current edition. Washington State Department of Ecology's Stormwater Management Manual for Washington, Chapter 7.

1.5 STORMWATER POLLUTION PREVENTION PLAN

The CESCL Contractor shall be responsible for preparing a Stormwater Pollution Prevention Plan (SWPPP). The intent of the SWPPP is to reflect the Contractor's operations by supplementing the TESC Drawings, details, and notes shown on the

Plans to provide comprehensive pollution control at the construction site, staging areas, stockpiles, and borrow sites. The SWPPP shall be prepared by the CESCL for the project and submittal in accordance with Section 01300. The SWPPP shall be submitted to the Owner for approval at the preconstruction conference. No work shall begin until the Contractor's SWPPP, as approved by the Owner, is implemented. The SWPPP shall address, at least, the following items:

- Identification of construction haul routes and location of BMPs (e.g., stabilized construction entrance, silt fences, storm drain inlet protection).
- Waste disposal methods and locations.
- Detailed construction sequence and schedule, including identifying dates scheduled for BMP installation, removal, clearing, grading, seeding, and landscaping.
- Details for any temporary flow diversions, dewatering systems, and BMPs (in accordance with the current edition of the Washington State Department of Ecology's Stormwater Management Manual for Western Washington) proposed by the Contractor.
- Calculations for temporary sedimentation ponds, if used
- A list of products to be used, including Material Safety Data Sheets.
- Identification of stockpile and staging areas, and BMPs to be implemented at these locations.

The SWPPP shall be prepared in accordance with details shown on the Plans, these Specifications, and Chapter 4, Volume II Chapter 7 – BMPs from the current edition of the Washington State Department of Ecology's Stormwater Management Manual for Western Washington, which are hereby referenced and made a part of the Contract Documents. Only those sections of the Stormwater Management Manual for Western Washington that address preparation, implementation, and maintenance of permanent and temporary erosion and sedimentation control BMPs are applicable.

The SWPP shall include best management practices to control windblown dust.

PART 2 PRODUCTS

2.1 SILT FENCES

Silt fences shall conform to the details shown on the Plans and the fabric shall conform meet the requirements of Geotextile for Temporary Silt Fence of Section 9-33 of the WSDOT Standard Specifications.

PART 3 EXECUTION

3.1 PREPARATION

Site preparation work shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped.

3.2 BEST MANAGEMENT PRACTICES (BMPS)

Silt fences shall be constructed to control erosion and migration of soils disturbed during construction. The fences and dams shall provide temporary protection and shall be removed only upon approval of the Owner.

All areas or drainage ways downstream of the construction site shall have Best Management Practices (BMPs) installed prior to the beginning of any clearing activities. Runoff from cleared or disturbed area shall be directed through the BMPs. Disturbed ground shall be stabilized at the end of each work day. Permanent soil stabilization and erosion and sedimentation control shall be implemented upon reaching finish grade. Slope protection shall be immediately implemented upon any soils showing signs of erosion. This shall be done in a manner approved by the Owner.

All BMPs shall be inspected, maintained and kept in a condition sufficient to provide effective erosion and sedimentation control at all times. The site shall be inspected to ensure the BMPs are properly located, constructed and operating as designed during the first storm. Any necessary adjustments or repairs shall be made immediately and be approved by the Owner. The BMPs shall be inspected thereafter as noted on the Plans and after all significant storm events. Turbidity monitoring will be held on a weekly basis at a minimum, or more frequently if necessary as determined by the CESCL.

All BMPs shall be removed no later than 30 consecutive calendar days after final site stabilization has been achieved as determined by the Owner. BMPs such as storm drain inlet protection, straw bales, silt fences and supports and plastic coverings shall be removed and properly disposed of offsite by the Contractor.

Areas disturbed by removal of these BMPs shall be immediately stabilized in a manner approved by the Owner.

***** END OF SECTION *****

SECTION 02500

WATER DISTRIBUTION

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes water pipe, valves, hydrants, blowoffs, fittings and accessories described herein and as required for a complete installation as shown on the Plans.

Process piping and valves inside of Buildings and used for process or system control functions are specified in Section 15050 and 15100.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01200	Measurement and Payment
01300	Submittals
01400	Quality Control
02240	Dewatering
02250	Temporary Shoring and Bracing
02300	Earthwork
02511	Connection to Existing System

PART 2 PRODUCTS

2.1 GENERAL

Pipe sizes are nominal inside diameter unless otherwise noted.

All materials delivered to the job site shall be new, free from defects, and marked to identify the material, class, and other appropriate data such as thickness for piping.

Acceptance of materials shall be subject to strength and quality testing in addition to inspection of the complete product. Acceptance of installed piping systems shall be based on inspection and leakage tests as specified in Part 3 of this Section.

All water piping shall be certified under NSF 61 for potable water use.

2.2 HIGH DENSITY POLYETHYLENE (HDPE) PIPE

All HDPE shall be butt welded PE 3608 or 4710 HDPE pipe conforming to ASTM D3350 having a cell classification of PE 345634C or better [for 3608] or PE445574 of better [for 4710]. Pipe dimensions and workmanship shall conform to ASTM F714. Pipe shall be Iron Pipe Size (IPS). HDPE pipe shall have an SDR of 11.

Manufacturer shall provide certification that stress regression testing has been performed on the product. Pipe shall be free of cracks, holes, inclusions, voids or other inclusions. Pipe manufacturer shall meet the minimum quality control requirements of ASTM D3035 or ASTM F174.

Fittings shall be standard HDPE fittings, meet the above HDPE pipe specifications, and be manufactured by injection molding or extrusion and machining. All fittings shall have the same working pressure as the pipe.

Pipe sections shall be joined by butt fusion complying with ASTM D2657 and the joints shall be equal or greater in strength than the pipe. Socket fusion joints shall not be used. Class 150, ANSI B16.5 flanges shall be use for connections for flanged connections of another material. Flange backing rings used shall be cast iron, hot dipped galvanized with galvanized nuts, bolts and washers or 316 stainless steel with 316 stainless steel nuts, bolts and washers.

Instead of butt fused joints, electrofusion couplings may be used if the couplings have the same SDR ratio and working pressure rating of the pipe.

All bolts, buried and unburied, shall be coated with an NSF-61 approved anti-seize compound, SAF-T-EZE, or equal, prior to installation.

2.3 GATE VALVES

Gate valves 3 inches and smaller shall be bronze, non-rising stem, wedge disc, 125 pound service, Crane No. 438, Kennedy Figure 427, or equal.

Gate valves larger than 3-inches shall be ductile iron body, bronze mounted, resilient seat, wedge disc, counterclockwise opening, high-strength bronze stem, double O-ring complying with AWWA C509 or AWWA C515. Gate valves shall be non-rising stem unless otherwise noted. Valves shall be rated at 250 psi minimum working pressure and furnished with either flanged and/or mechanical joints as shown on the Plans. All surfaces, interior and exterior, shall be epoxy-coated, meeting NSF standards for potable water.

Buried Valves shall be provided with a 2-inch square operating nut while exposed valves shall be provided with hand wheels.

Valves shall be Clow, M&H, Mueller, Kennedy, U.S. Pipe, American Series 2500, or equal.

2.4 TAPPING VALVE AND SLEEVE

Tapping valves shall be ductile iron body, resilient seat, wedge disc, counterclockwise opening, high-strength bronze stem, O-ring with a 2-inch square operating nut and comply with AWWA C509 or C515.

Tapping sleeves shall be Romac, stainless steel with stainless steel flange, designed for size on size tapping of asbestos concrete or ductile iron (depending on existing material), as manufactured by Romac Industries, Inc., or equal.

2.5 VALVE BOXES

Valve boxes shall be of cast iron, two-piece with tabs, adjustable with O-ring, minimum 5-inch inside diameter with base corresponding to the size of the valve. Valve box shall be painted with coal-tar epoxy by the manufacturer. Cover shall have the work "Water" cast into it. Valve boxes shall be Olympic Foundry No. 940 or equal.

2.6 COMBINATION AIR AND VACUUM VALVES

The combination air and vacuum release valve shall allow unrestricted venting or re-entry of air, through it, during filling or draining of the pipeline, to prevent water column separation or pipeline collapse during vacuum. The air-vacuum release valve shall incorporate one upper and one lower stainless steel float connected by a common stainless steel float guide, thereby maintaining an air gap between the bottom float and top shut-off float. The internal baffle shall be fitted with a guide bushing and act to protect the shut-off float from direct air flow. The baffle shall retain the 45 Durometer Buna-N seat in place, without distortion, for drip-tight shut-off. All internals shall be easily removed through the top cover without removing the main valve from the lines. Both floats shall withstand 1,000 psi or more. Valve shall be fitted with blow off valves, quick disconnect couplings and a minimum of 6 feet of hose, to permit back flushing after installation without dismantling the valve. The combination air-vacuum release valves shall be APCO Model 143C (Water), or equal, with a shut-off and outlet valve, unless otherwise noted on the Plans.

Each air valve shall be provided with an isolation valve for isolation on the inlet side. A vent pipe shall be routed from the valve to within 12 inches of the floor, unless otherwise noted on the Plans. Orifice shall be sized or maximum system pressure. Valve body shall have a minimum pressure rating of 150 psi. Pins, levers, retaining rings, float ball and internal screws shall be stainless steel.

2.7 FIRE HYDRANTS

All fire hydrants shall be approved by the National Board of Fire Underwriters and conform to AWWA C502, breakaway type, in which the valve will remain closed if the barrel is broken. The hydrant barrel shall have a diameter of not less than 7 inches, and the valve diameter shall be not less than 5-1/4 inches. Each hydrant shall be equipped with two 2-1/2-inch hose ports (National Standard Thread), and one 4-1/2-inch pumper connection (National Standard Thread). A permanent anodized short profile style Storz hydrant adapter and anodized Storz blind flange shall be installed on the pumper port. The size of the adapter shall be 4 inches. Each hydrant shall be equipped with a suitable positive acting drain valve and 1-1/4-inch pentagonal operating nut (counter-clockwise opening).

Fire hydrants shall be Mueller Centurion, Clow Medallion, M&H Style 929 or Waterous Pacer.

The holding spools between the gate valve and fire hydrant shall be 6-inch Class 53 ductile iron pipe. The hydrant and gate valve shall be anchored in place using holding spools and mechanical joint restraint devices.

The fire hydrants shall be painted with two coats of Kelly-Moore 6100-516 yellow enamel paint. Distance to the hydrant valve shall be clearly stenciled in black numerals 2 inches in height on the fire hydrant below the pumper port. Align the stenciled distance on the hydrant to face the hydrant valve. The fire hydrant tops shall be painted with two coats of Kelly-Moore #815 Safety Green enamel.

Between the time the fire hydrant is installed and the completed facility is placed in operation, the fire hydrant shall at all times be wrapped in burlap, or covered in some other suitable manner to clearly indicate that the hydrant is not in service.

2.8 DETECTABLE MARKING TAPE

The Contractor shall furnish and install detectable marking tape over all water mains and service pipes as shown on the Plans. The tape shall extend its full length. Detectable marking tape shall be as manufactured by Pro-Line Safety Products, or equal, and shall be a minimum of 6 inches in width, a minimum of 5 mil (0.0050") overall thickness, and shall have no less than 0.35-mil solid aluminum foil core.

The foil shall be visible from both sides of the tape and shall be Safety Blue in color to identify buried water systems and shall be printed to identify same. Printing shall be encased in the plastic jacket to avoid ink rub-off. Adhesives used to bond the plastic jacket to the foil shall not contain any dilutants, pigments,

or contaminants and shall be specifically formulated to resist degradation by elements normally encountered in the soil.

In addition, the Contractor shall furnish and install 14-gauge coated copper wire, taped to the top of the water main and service pipe. The wire shall be brought up and tied off in valve boxes and meter boxes (as applicable).

PART 3 INSTALLATION

3.1 PIPE HANDLING

All types of pipe shall be handled in a manner that will prevent damage to the pipe, pipe lining, or coating.

Pipe and fittings shall be loaded and unloaded using hoists and slings in a manner to avoid shock or damage, and under no circumstances shall they be dropped, skidded, or rolled against other pipe. If any part of the coating or lining is damaged, repair thereof shall be made by the Contractor at no additional expense to the Owner and in a manner satisfactory to the Owner. Damaged pipe shall be rejected, and the Contractor shall immediately place damaged pipe apart from the undamaged and shall remove the damaged pipe from the site within 24 hours. Methods of pipe handling and storage shall be corrected by the Contractor should the Owner determine that these methods are damaging to the pipe.

Pipe shall be stacked in such a manner as to prevent damage to the pipe, to prevent dirt and debris from entering the pipe, and to prevent any movement of the pipe. The bottom tiers of the stack shall be kept off the ground on timbers, rails, or other similar supports.

Pipe shall not be strung across driveways, in ditches, or in the construction zone without specific on-site Owner approval.

Valves and fittings shall be stored on pallets or similar materials to keep them off the ground and prevent dirt and debris from entering them.

3.2 EXCAVATION

All earthwork, excavation, bedding, backfill and compaction shall meet the requirements of Section 02300.

3.3 DEWATERING

Dewatering of excavations, if necessary, shall meet the requirements of Section 02240.

3.4 TEMPORARY SHORING AND BRACING

Temporary shoring and bracing, including trench excavation safety systems, shall meet the requirements of Section 02250.

3.5 CUTTING PIPE

Whenever it becomes necessary to cut a length of pipe, the cut shall be made by abrasive saw or by a special pipe cutter. Pipe ends shall be square with the longitudinal axis of the pipe and shall be reamed and otherwise smoothed so that good connections can be made.

The Contractor shall have the approval from the Owner and notification shall be given to the Owner before any pipe cutting on existing water mains will be allowed. The Contractor shall comply with all the conditions established by the Owner. The Contractor shall give the Owner a minimum notice of 48 hours before cutting any water main. No pipe cutting will be allowed on holidays or weekends, unless specifically agreed to by the Owner.

3.6 CONNECTION TO EXISTING SYSTEM

Connection to existing system work shall be as specified in Section 02511.

The Contractor shall notify (i.e., door hangers) all of the Owner's customers who will experience a scheduled service interruption. The notices shall be hand delivered not less than 48 hours or more than 72 hours before the scheduled "shut down."

3.7 CONCRETE THRUST BLOCKING

Fittings shall be adequately "blocked" with poured-in-place concrete, poured within wooden forms shaped to establish a firm minimum bearing area, against an undisturbed earth wall as shown on the Plans. Timber blocking or dry blocking will not be permitted.

Concrete thrust and/or anchor blocking, as indicated on the Plans, shall be placed at bends, tees, dead ends, crossed, and as designated by the Engineer. Blocking shall be 3,000 psi concrete mix cast in place.

All concrete thrust blocking configurations and sizes shall be per the Plans. The poured in place concrete thrust and/or anchor blocks shall be in place at least 24 hours before beginning the pressure test, to allow the concrete to set. Longer durations may be required to insure adequate curing has been established to conduct the necessary testing. All blocking dimensions shown on the Plans are considered as minimums with the ideal trench excavation results, and

consideration shall be given to unusual circumstances, soil conditions, and topography.

All valves and all fittings requiring a concrete block shall first be covered with 4-mil Visqueen plastic sheets, before concrete is poured. At no time shall the concrete be allowed to cover joints, bolt heads, or nuts.

3.8 MECHANICAL JOINT PIPING

Mechanical joint piping shall be installed in best trade practice with torque wrenches used to avoid overstressing bolts. Piping shall be installed using recommended procedures outlined in “Handbook of Cast Iron Pipe” as published by Cast Iron Research Association which in part requires that all contact surfaces of rubber seal with pipe be wire brushed, spigot be centrally located in bell. When tightening bolts, it is essential that the gland be brought up toward pipe flange evenly, maintaining approximately same distance between gland and face of flange at all points around socket.

3.9 HIGH DENSITY POLYETHYLENE (HDPE) PIPING

HDPE pipe shall be installed in accordance with the manufacturer’s instructions as shown on the Plans and as specified herein.

3.10 FLEXIBLE COUPLINGS

Flexible couplings shall be installed in accordance with recommendations of manufacturer and used where shown on the Plans. Where flexible couplings are called for the space between pipe ends shall not exceed 1/4 inch. When the space between the pipe ends is excess, a short section of pipe may be inserted as space ring to limit pipe movement with the coupling to obtain the 1/4-inch limitation

3.11 VALVES

All valves shall be inspected in the field to ensure proper working order before installation. Valves shall be set and jointed to the pipe in the manner as set forth in the AWWA Standards for the type of connecting ends furnished.

Valves shall have the interiors cleaned of all foreign matter and shall be inspected both in open and closed position prior to installation. Valves and valve boxes shall be set plumb.

All valves with operating nuts located more than 3-feet below finished grade shall be equipped with extension stems to bring the operating nut to within 18 inches of the finished grade. The extension stem of the length required to meet field conditions shall be a manufactured unit with a 1-inch-diameter mild steel rod. At

the top of the extension stem there shall be a 2-inch standard operating nut complete with a centering flange.

3.12 VALVE BOXES

The lower casting of the unit is installed first, in a manner as to be supported by a minimum backfill or by a Styrofoam collar not less than 2 inches in thickness. The casting shall not rest directly upon the body of the valve or upon the water main. Backfill shall be carefully tamped around the valve box to a distance of 3 feet on all sides or to the undisturbed face of the trench if it is closer. The cast iron valve box cover shall be set flush with the roadbed or finished paved surface.

The flared end of the valve box shall be set at the bottom elevation of the 2-inch operating nut to allow space for rocks to be moved laterally from the operation nut.

The valve box shall be placed over the valve or valve operator in such a manner that the valve box does not transmit shock or stress loads to the valve. The casting shall not rest directly upon the body of the valve or upon the water main.

The axis of the valve box shall be common with the projected axis of the valve stem. The tops of the adjustable valve boxes shall be set to the existing or established grade, whichever is applicable.

Valve boxes shall be set such that the slots in the boxes and/or ears in the valve box lid are in-line with the run of the pipe being installed.

In areas where the valve box is not in concrete or asphalt, a 24-inch-diameter by 4-inch cement concrete block shall be installed around the valve box at finished grade. The valve box shall be flush with the top, and centered.

3.13 HYDRANT ASSEMBLIES

Hydrants shall be installed where shown on the Plans. In addition, a minimum 3-foot radius unobstructed working area shall be provided around all hydrants. The sidewalk flange shall be set 2 inches above finished grade.

All hydrants shall be set on concrete blocks as shown in the Plans. The hydrant barrel drain shall waste into a pit of porous gravel material situated at the base of the hydrant as shown on the Plans.

After installation, hydrants, auxiliary gate valves, and other appurtenances shall be subjected to a hydrostatic test and disinfection procedures as specified herein.

After all installation, flushing, and testing is complete, the exposed portion of the hydrant shall be field painted with two coats of paint following the manufacturer's recommendations. Paint shall be national standard yellow.

Any hydrant not in service shall be identified by covering with a burlap or plastic bag properly secured.

3.14 PRESSURE TESTING

After the pipe is filled with water and all air expelled, it shall be pumped to a test pressure of 1.5 times the design operating pressure at the lowest point in the section under test pressure and minimum of 1.25 times the highest point on the line. If test is not completed due to leakage, equipment failure, etc. depressurize the test section and allow it to relax for eight hours before retesting. The test procedure consists of initial expansion phase of three hours and a test phase of one-hour.

During the initial expansion phase the test section is pressurized to the test pressure and enough make-up liquid is added each hour to maintain the test pressure for 3 hours.

During the test phase, reduce pressure by 10 psi and hold pressure for 1 hour. If pressure remains steady (within 5 percent of target value) no leakage is indicated. Allowable makeup water for the test phase per hundred feet of pipe is 1.7 gallons of water for 16-inch pipe, 1.1 gallons for 12-inch pipe and 0.5 gallons for 8-inch pipe.

3.15 FLUSHING

Flushing shall be done through hydrants or temporary taps. Water for flushing will be available from the Owner's system.

The pipes shall be flushed at a minimum velocity of at least 2.5 fps for a sufficient time to insure a minimum of three turnouts of water through the pipe.

The Contractor shall be responsible for the disposal of treated water flushed from the pipelines. The treated water shall be neutralized in accordance with the provisions of AWWA C651, Appendix B.

3.16 WATER PIPE DISINFECTION

Before pipelines are placed into service, the water mains and appurtenances shall be disinfected in accordance with AWWA C651 and in conformance with the requirements of the State of Washington Department of Health.

The Contractor shall install a Washington State approved double check valve type backflow prevention device to protect the potable water supply while filling, flushing, and disinfecting the water main.

Before being placed into service, all new and modified potable water pipe and appurtenances shall be sterilized and a satisfactory bacteriological report obtained in accordance with Section 7-09.3(24) of the WSDOT Standard Specifications, latest edition.

During the process of sterilizing, all valves, hydrants, and/or other appurtenances shall be operated to insure complete contact.

All closure fittings shall be swabbed with a very strong chlorine solution at least as strong as liquid household bleach (5 to 6 percent chlorine).

Following chlorination, all pipes shall be flushed to remove any solids until a test shows no more than 0.1 parts per million available chlorine. If no hydrant is installed at the end of the main, then a tap shall be provided large enough to develop a velocity of at least 2.5 fps in the main.

Before placing the lines into service, a satisfactory report shall be received from the local or state health department on samples collected from representative points in the new pipe after the 24-hour sterilization period has elapsed.

Should the initial treatment result in an unsatisfactory bacteriological test or should corrective work be required because of testing, then the chlorination procedure shall be repeated by the Contractor at his own expense until satisfactory results are obtained. These repeat procedures shall follow Section 7-09.3(24) of the WSDOT Standard Specifications, as appropriate and as necessary for the addition of chlorine. The cost of disposal of water used for disinfection shall be borne by the Contractor.

Only the Owner's staff will be allowed to operate existing and new tie-in valves. The Contractor's personnel are expressly forbidden to operate any valve on any section of line which is part of the Owner's potable water system.

***** END OF SECTION *****

SECTION 02511

CONNECTION TO EXISTING SYSTEM

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes the connection of pipelines being constructed under this project to existing water mains as shown on the Plans and as specified herein.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01200	Measurement and Payment

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

All cut-in connections to the existing system shall be made after a successful pressure test of the new main has been witnessed by the Owner and after a purity test has been satisfactorily evidenced except as allowed by the Owner.

The location, type and size of existing facilities have been determined from available records and are approximate. It is anticipated that connections to these existing facilities may be made, in general, as shown on the Plans except adjustments may be required for vertical and horizontal alignment.

It shall be the responsibility of the Contractor to determine the exact location and ascertain the type and size of the existing facilities prior to starting work on each connection and to provide any alternations as required in the connection detail.

Connections to existing facilities shall be made with the use of fittings, valves, flexible couplings, solid sleeves, shackling and other miscellaneous fittings, and thrust blocks as shown on the Plans or with additional pipe or fittings as approved by the Owner and as indicated in Piping Systems to connect the new construction under this Project to the existing pipelines.

All pipe and fittings used for the connection shall be clean and disinfected with a minimum 5 percent chlorinated solution immediately prior to making said connection. The Contractor shall take extra precautions to ensure the tightness of

SECTION 02700

GRAVEL MATERIALS

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes the various types of granular materials that are to be used in trenches and other excavations as shown on the Plans and as specified herein.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01200	Measurement and Payment
01300	Submittals
02300	Earthwork
02305	Wet Weather Earthwork
02710	Gravel Surfacing

1.3 SUBMITTALS

The Contractor shall provide certificates of laboratory tests in accordance with Section 01300, indicating particle size distribution for review for each type of granular material furnished and proctor test reports for all material to be placed as pipe bedding material, trench backfill, backfill under and around structures and underneath crushed surfacing and asphalt concrete pavements.

The certificates and proctor test reports shall be provided to the Owner at least 5 calendar days prior to placement.

PART 2 PRODUCTS

2.1 GRAVEL BACKFILL FOR PIPE BEDDING

Gravel backfill for pipe bedding shall meet the requirements of Section 9-03.12(3) of the WSDOT Standard Specifications.

Native granular material shall not be utilized for gravel backfill for pipe bedding.

2.2 BANK RUN GRAVEL FOR TRENCH BACKFILL

Bank run gravel for trench backfill shall be free from organic matter or other deleterious materials and in conformance with Section 9-03.19 of the WSDOT Standard Specifications.

2.3 CRUSHED SURFACING

Crushed surfacing base course and top course shall conform to Section 9-03.9(3) of the WSDOT Standard Specifications.

2.4 MISCELLANEOUS GRAVEL

If the Plans call for a gravel that is not herein specified than the gravel shall conform to the type of gravel called for as per the WSDOT Specifications.

PART 3 EXECUTION

3.1 GRAVEL BACKFILL FOR PIPE BEDDING

Bedding material shall be placed simultaneously on both sides of the pipe for the full width of the trench in lifts not exceeding 6 inches. To assure uniform support, the material shall be carefully worked underneath the pipe haunches with a tool capable of preventing the formation of void spaces around the pipe. In the event the Contractor overexcavates the pipe trench, or if the width of the pipe trench becomes wider than the pay limit shown on the Plans, all material so placed shall be at the Contractor's sole expense.

3.2 BANK RUN GRAVEL FOR TRENCH BACKFILL

Bank run gravel for trench backfill shall be used for the backfill of trenches as approved by the Owner.

In the event the Contractor overexcavates the pipe trench, or if the width of the pipe trench becomes wider than the pay limit shown on the Plans, all material so placed shall be at the Contractor's sole expense.

3.3 CRUSHED SURFACING

Crushed surfacing base course and/or top course shall be placed underneath asphalt paving, to the lines and grades shown on the Plans or as required by the Plans and shall be compacted to a dense, unyielding state of at least 95 percent of the maximum dry density, using the modified Proctor, per ASTM D1557.

3.4 MISCELLANEOUS GRAVEL

Miscellaneous gravel shall be installed per the Plans.

***** END OF SECTION *****

SECTION 02710

GRAVEL SURFACING

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes the installation of crushed surfacing materials.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01200	Measurement and Payment
01300	Submittals
02300	Earthwork
02700	Gravel Materials

1.3 SUBMITTALS

The Contractor shall provide the Owner with a certificate of laboratory test indicating gradation of each material provided in accordance with Section 01300. The certificate shall be provided to the Owner 5 calendar days prior to placement of any materials.

PART 2 PRODUCTS

2.1 GRAVEL MATERIALS

All gravel materials shall conform to the requirement of Section 02700.

PART 3 EXECUTION

3.1 SUBGRADE PREPARATION

The subgrade shall be prepared as per Section 2-06.3 of the WSDOT Standard Specifications. As the rolling of the subgrade proceeds, all soft or spongy areas shall be removed and the resulting holes filled with ballast material or crushed surfacing base course as shown on the Plans. The Contractor shall dispose of excess materials resulting from the preparation of the subgrade. Rollers shall not be operated adjacent to structures where such use may cause damage. Where the subgrade abuts structures and compaction with a roller is not possible for practical reasons, the area shall be compacted with mechanical tampers or other approved equipment.

3.2 GRAVEL MATERIAL

Gravel materials shall be placed in the layers and thickness as shown on the Plans. Gravel materials shall be placed in accordance with Section 4-04.3 of the WSDOT Standard Specifications.

The Contractor shall place gravel materials in a uniform layer over the entire area to receive gravel materials without segregation of sizes, to such depth that when compacted with the power roller, the course shall have the required thickness. The maximum layer thickness for compaction with a roller shall be 6 inches for ballast or base course and 4 inches for crushed surfacing. The gravel material shall be bladed with a grader and rolled while damp with a power roller until the course is thoroughly and uniformly compacted and until its surface is smooth and conforms to grade and crown requirements shown on the Plans. The cross-section of the finished surface shall be subject to reasonable variations as approved by the Owner to meet the varying conditions encountered. The surface shall be maintained in its finished condition until the succeeding layer is placed.

The roller shall not be operated adjacent to structures where such use may cause damage. Where the gravel materials abuts structures and compaction with a roller is not possible for practical reasons, the area shall be compacted with mechanical tampers or other approved equipment.

3.3 COMPACTION

All materials shall be compacted to a dense, unyielding state of at least 95 percent of the maximum dry density, using the modified Proctor, per ASTM D1557.

*****END OF SECTION*****

SECTION 02740

HOT MIX ASPHALT AND ASPHALT TREATED BASE PAVING

PART 1 GENERAL

1.1 SCOPE

The work in this section shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2018 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). Delete section 5-04 of the Standard Specifications, with the exception of 5-04.2(1), and replace it with the following:

The work specified in this Section includes 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.

This work also consists of adjusting castings to grade, furnishing and installing temporary HMA, temporary cold mix per the details in the Contract Plans.

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.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01200	Measurement and Payment
01300	Submittals
01400	Quality Control
02300	Earthwork
02700	Gravel Materials
02710	Gravel Surfacing

1.3 SUBMITTALS

A. MIX DESIGN – OBTAINING PROJECT APPROVAL

1. ESALs

The number of ESALs for the design and acceptance of the HMA shall be <0.3 million.

Commercial HMA shall be an HMA Cl. 1/2" PG 58H-22 design mix.

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

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA mixture accepted by commercial evaluation will be at the option of the Project Engineer.

Commercial Evaluation Mix Design Approval of a mix design for “Commercial Evaluation” will be based on a review of a Mix Design from the current WSDOT QPL. 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. Testing of the HMA by the Contracting Agency for mix design approval is not required.

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 subsection 3.3 F. 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.

PART 2 PRODUCTS

2.1 VACANT

2.2 HMA PAVEMENT

HMA pavement, Commercial HMA.

A. MATERIALS

Materials shall meet the requirements of the following sections of the Standard Specifications:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2).
(As noted in subsection 3.3D.1. for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

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

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

The Contractor may use up to 20 percent RAP by total weight of HMA. The asphalt content and gradation test data shall be reported to the Contracting Agency when submitting the mix design for approval on the

QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

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

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

Production of aggregates shall comply with the requirements of Section 3-01 of the Standard Specifications.

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

B. HMA TOLERANCES AND ADJUSTMENTS

1. Job Mix Formula (JFM) Tolerances

After the JMF is determined as required in subsection 3.6A. The constituents of the mixture at the time of acceptance shall conform to the following tolerances:

Aggregate, percent passing	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	±8%
U.S. No. 4 sieve	±8%
U.S. No. 8 sieve	±8%
U.S. No. 200 sieve	±3.0%
Asphalt Binder	±0.7%

These tolerance limits constitute the allowable limits as described in Standard Specification Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points section, except the tolerance limits for sieves designated as 100 percent passing will be 99-100. The tolerance limits on sieves shall only apply to sieves with control points.

2.3 TEMPORARY HMA AND TEMPORARY COLD MIX

Cold-mix material shall be MC-2 asphaltic concrete commonly referred to as “cold-mix,” (EZ Street or Contracting Agency approved equal).

Temporary HMA material shall meet the requirements for Commercial HMA.

PART 3 EXECUTION

3.1 GENERAL

Where paving occurs on a facility, the Contractor shall maintain access to the facility at all times. The Contractor shall provide 1-week notification to the Contracting Agency prior to paving and shall coordinate all work with the Contracting Agency to ensure their paving plan does not interfere with the Contracting Agency’s on-going operations.

When paving occurs on a roadway open to traffic, the requirements of subsection 3.3B. apply.

The Contractor shall provide, place and maintain all temporary markings and signage as required to warn and direct facility traffic as necessary during their paving operations.

3.2 VACANT

3.3 HMA PLACEMENT

A. 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 degrees F	45 degrees F
0.10 to .20	45 degrees F	35 degrees F
More than 0.20	35 degrees F	35 degrees F

B. 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 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 Standard Specifications Section 8-23.

All costs in connection with performing the Work in accordance with these requirements shall be included in the unit Contract prices for the various Bid items involved in the Contract.

C. EQUIPMENT

1. Mixing Plant

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

a. Equipment for Preparation of Asphalt Binder

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

be placed in either the storage tank or in the supply line to the mixer.

b. Thermometric Equipment

An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.

c. Heating of Asphalt Binder

The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25 degrees F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

2. Hauling Equipment

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

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

3. 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 Standard Specification Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

4. 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 subsection 3.3J. 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.

D. PREPARATION OF TREATED SURFACES FOR HMA

A treated surface includes cement concrete, asphalt concrete, brick, seal coat, bituminous surface treatment and cement treated base. When the treated surface 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 treated 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 treated surfaces over which HMA is to be placed shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

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

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

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

1. Crack Sealing

When the Proposal includes a pay item for crack sealing, seal all cracks 1/4 inch in width and greater.

a. Cleaning

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

b. Sand Slurry

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

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per Standard Specification Section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Standard Specification Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

In areas where HMA will be placed, use sand slurry to fill the cracks.

In areas where HMA will not be placed, fill the cracks as follows:

- Cracks 1/4 inch to 1 inch in width – fill with hot pressure fed sealant.
- Cracks greater than 1 inch in width – fill with sand slurry.

c. Hot Pressure Fed 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 pressure fed sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material. Pouring sealant is not an acceptable method.

2. Crack Sealing Areas Prior to Paving

In areas where HMA will be placed, use sand slurry to fill the cracks.

3. Crack Sealing Areas Not to be Paved

In areas where HMA will not be placed, fill the cracks as follows:

- a. Cracks 1/4 inch to 1 inch in width - fill with hot pressure fed sealant.
- b. Cracks greater than 1 inch in width – fill with sand slurry.

4. 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 Standard Specifications Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in subsection D. 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.

E. PRODUCING/STOCKPILING AGGREGATES AND RAP

Aggregates and RAP shall be stockpiled according to the requirements of Standard Specifications 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.

F. 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 degrees 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 RAP 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.

G. 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 subsection 3.3C. 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 3/4" and HMA Class 1/2" wearing course	0.30 feet
HMA Class 3/4" and HMA Class 1/2" other courses	0.35 feet
HMA Class 3/8" wearing course	0.25 feet
HMA Class 3/8" other courses	0.30 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 job mix formula (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.

H. AGGREGATE ACCEPTANCE PRIOR TO INCORPORATION IN HMA

Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

I. 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 of the following sections of Roadway shall not vary more than 1/4 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to centerline on all Sections of roadway within the project limits that are posted less than 45 mph.

The completed surface of the wearing course of all other sections of Roadway shall not vary more than 1/8 inch from the lower edge of a 10-foot straightedge placed on the surface parallel to centerline.

The transverse slope of the completed surface of the wearing course shall vary not more than 1/4 inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine; or
2. Removal and replacement of the wearing course of HMA; or
3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

J. SEALING PAVEMENT SURFACES

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Standard Specifications Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

K. 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 3.3.

3.4 TEMPORARY PAVEMENT REPAIR

During the course of construction, it may be necessary to provide improved temporary vehicle and/or pedestrian access within the project limits. Such temporary access shall be provided by temporarily patching trench crossings or other areas with temporary HMA and temporary cold mix until such time as the permanent surface restoration is installed. Locations shall include those areas specifically indicated on the Plans, directed by the Engineer or as further specified herein. This material will be furnished, placed, compacted, and removed and wastehauled at various locations throughout the project. The trenches and/or subgrade shall be thoroughly compacted and brought to a smooth grade prior to placing the material. It shall be placed, maintained (daily), and removed and wastehauled by the Contractor. Typical compacted depth will be 4 inches. Temporary HMA and temporary cold mix shall also be used around castings, after grinding, to provide a transition until final lift of HMA paving is installed.

3.5 HMA JOINTS

A. 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.

B. 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 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.

3.6 QUALITY CONTROL

A. HMA MIXTURE ACCEPTANCE

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

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 mix 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.

1. HMA Tolerances and Adjustments

See Section 2.2 for Job Mix Formula Tolerances.

- a. 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.

- i. Aggregates – 2 percent for the aggregate passing the 1-1/2", 1", 3/4", 1/2", 3/8", 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 Standard Specifications Section 9-03.8(6).
- ii. 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.

2. Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA mix 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 Section 2.2, the lot may be subject to rejection. 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.

B. HMA COMPACTION ACCEPTANCE

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 or by testing of roadway cores. Compaction of the HMA mixture to a minimum of 92 percent of the reference maximum density is required for acceptance.

1. 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 degrees 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.

2. HMA Commercial Evaluation Compaction

The location of the HMA compaction tests will be randomly selected by the Engineer.

Tests for the determination of the pavement density will be taken by the Contractor, in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores, after completion of the finish rolling.

HMA mixture accepted by commercial evaluation shall be compacted on the basis of a test point evaluation of the compaction train. The Contractor shall provide the RICE density test results for the HMA mixture, identifying the reference maximum density of the mix, prior to the first day of paving. The test point evaluation shall be performed by the Contractor, in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain a minimum of 92 percent of the reference maximum density, shall be used on all subsequent paving.

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.

Alternatively, the HMA mixture accepted by commercial evaluation may be evaluated by testing of roadway cores taken after completion of the finish rolling, resulting in a minimum of 92 percent of the reference maximum density. Roadway cores for density shall be obtained by 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 Contractor in accordance with WSDOT FOP for

AASHTO T 166. Core locations shall be outside of wheel paths and as determined by the Engineer

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.

C. REJECT WORK

1. 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.

2. 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.

3. 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.

Commercial Evaluation: If the Contractor elects to have the rejected material tested, a minimum of three representative samples shall be obtained and tested by the Contractor. Acceptance of rejected material will be based on conformance with the commercial evaluation tolerances in Section 2.2. If one or more of the mixture components are out of tolerance then, 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 material is rejected before placement and all of the mixture components are

within the commercial evaluation tolerances, then compensation for the rejected material will be at the unit Contract price, with an addition of 25 percent of the unit Contract price added for the cost of testing, removal and disposal.

3.7 SAWCUTTING

Where shown on the Plans or where directed in the field by the Contracting Agency, the Contractor shall make a neat vertical sawcut at the boundaries of the area to be removed. Care shall be taken during sawcutting so as to prevent damage to the existing HMA or cement concrete pavement, to remain in place. Any pavement or cement concrete surface that is damaged by the Contractor outside the area scheduled for removal due to the Contractor's operations or negligence shall be repaired or replaced to the Contracting Agency's satisfaction by the Contractor at no additional cost to the Contracting Agency.

All cuts shall be continuous, full depth, and shall be made with saws specifically equipped for this purpose. No skip cutting, wheel cutting or jack hammering will be allowed unless specifically approved otherwise in writing by the Contracting Agency. However, even if preapproved as a method of cutting, no payment will be made for this type of work, and it shall be considered incidental and included in the various unit contract and lump sum prices listed in the Proposal.

The location of all pavement cuts shall be preapproved by the Contracting Agency in the field before cutting commences.

All water and slurry material resulting from sawcutting operations shall not be allowed to enter the storm drainage or sanitary sewer system and shall be removed from the site and disposed of in accordance with the Washington State Department of Ecology regulations.

All existing pavement edges shall be saw cut back to sound material, in uniform lines immediately prior to paving operations. Any edges broken between the time of cutting and placement of new paving shall be recut to the satisfaction of the Contracting Agency at no additional cost to the Contracting Agency. All excess excavated materials shall be hauled to waste.

3.8 HMA TRENCH PATCH

This work shall consist of the preparation, placing and compaction of HMA above trench sections, in accordance with the details included on the plans and the requirements outlined herein. The work shall be in conformance with Section 3.3 herein unless specifically directed otherwise by the Contracting Agency.

The Contractor shall restore all paved surfaces excavated or disturbed to a condition acceptable to the Contracting Agency or the municipality having control of the road. The trench section shall be patched as indicated on the plans and in accordance with the following steps:

- A. Crushed rock/temporary HMA shall be installed to the top of the existing pavement. Crushed rock shall be installed in the trench section on a daily basis as required to maintain the existing pavement surface elevation. For areas that will be open to traffic, the Contractor shall inspect the condition of the temporary trench patch daily and maintain as directed by the Contracting Agency. Use of steel sheets to provide temporary trench protection for traffic is subject to Contracting Agency approval.
- B. Crushed rock/temporary HMA shall be removed to the depth of existing pavement or to the depth of the pavement section specified on the plans, whichever is thicker. The trench shall be paved to match the existing pavement surface. HMA trench patching shall be constructed by the Friday following pipe installation. All trench areas shall be patched and cleaned by close of work that day.

Before any HMA material is placed, all pavement cuts shall be trued so that marginal lines of the patch will form a rectangle with straight edges and vertical faces a minimum of 1 foot back from the maximum trench width.

The HMA shall be placed per subsection 3.3G., Spreading and Finishing. The HMA trench patch thickness shall match existing pavement thickness or the minimum pavement repair section indicated on the plans whichever is thicker.

Seal all joints per Section 3.5, HMA Joints.

3.9 VACANT

3.10 PAVEMENT MARKINGS

In those areas where the proposed work causes existing pavement with striping and/or pavement markings to be removed, the Contractor shall not only replace the pavement, as noted herein, and as shown on the Plans, but shall also remark and restripe the new pavement so as to restore the new pavement to its former condition.

Pavement markings shall conform to Standard Specification Section 8-22.2 and 8-22.3, and the latest edition and amendments thereto of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State of Washington, and shall be constructed as shown in the Plans except as modified herein.

Raised pavement markers shall conform to Standard Specifications Section 8-09.2 and 8-09.3.

3.11 ADJUSTING STRUCTURES TO GRADE

All utility castings and monuments within the existing and/or new pavement area shall be referenced by the Contractor prior to any pavement removal or planing. The Contractor shall keep a record of such references and submit a copy to the Contracting Agency.

Existing structures and new structures shall be adjusted to the finished grade as shown on the Plans and as further specified herein. Existing boxes, rings, grates, covers, and lids shall be reset in a careful and workmanlike manner to conform to the required grades.

The new and existing utility castings and monuments shall be adjusted to grade in the following manner:

As soon as the street has been paved past each structure or casting, the HMA mat shall be scored around the location of the structure or casting. After rolling has been completed and the mat has cooled, it shall be cut along the scored lines. The structure or casting shall then be raised to finished pavement grade and the annular spaces filled as indicated on the Plans. The Contractor shall install the pavement to give a smooth finished appearance. All covers, lids, frames, and grates shall be thoroughly cleaned.

After pavement is in place, all new pavement joints shall be sealed with a 6-inch-wide strip of hot asphalt sealer. A sand blanket shall be applied to the surface of the hot asphalt sealer immediately after the placement of the sealer to help alleviate the tracking of the asphalt. The sealer shall meet the requirements of the Standard Specifications Section 9-04.2(1).

***** END OF SECTION *****

SECTION 02950

SITE RESTORATION AND REHABILITATION

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section includes areas requiring restoration or rehabilitation as shown on the Plans or specified herein, including those areas that shall be graded, restored with hydroseeding on and along the right-of-way including the adjacent private properties. The work also includes repair and replacement of fencing and other property features impacted construction.

Particular care shall be taken to minimize damage to landscaped areas within and adjacent to construction areas. In the event that construction is to be carried out in landscaped areas, appropriate measures shall be taken to restore such areas to conditions existing prior to construction.

Surface restoration type and location are shown on the Plans.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01200	Measurement and Payment
01300	Submittals
02230	Clearing and Grubbing
02300	Earthwork
02710	Gravel Surfacing
02740	Hot Mix Asphalt Paving

1.3 QUALITY ASSURANCE

A. FERTILIZER

Conform to Washington State Department of Agriculture Laws and Federal Specification O-F-241D pertaining to commercial fertilizers.

B. SEED

Conform to the standards for “certified”-grade seed or better.

Furnished in standard container on which the following information is shown: seed name, lot number, net weight, percentage of purity, germination, weed seed and inert material.

Furnish to the Owner duplicate copies of a statement signed by the vendor, certifying that each lot of seed has been tested by a recognized seed testing laboratory within 6 months before the date of delivery on the Project.

Seed that is wet, moldy, or otherwise damaged in transit or storage will not be accepted.

PART 2 PRODUCTS

2.1 HYDROSEEDING

The seed mixture for easement and property restoration shall have the following composition, proportion, and quality:

Kind and Variety of Seed in Mixture	Percent By Weight	Minimum Percent of Pure Seed	Minimum Percent of Germination
Colonial Bent Grass (Highland or Astoria)	10%	9.8%	85%
Creeping Red Fescus (Illahee Rainier or Pennlawn)	40%	39.2%	90%
Perennial Rye Grass	30%	29.4%	90%
White Clover (Pre-inoculated)	20%	19.6%	90%
Maximum Percentage of Weed Seed	1.0%		
Maximum Inert and Other Crops	1.0%		

The seed mixture shall have the following composition, proportion and quality:

The seed shall be applied at a minimum rate of 120 pounds per acre.

A commercial fertilizer of the following formulation shall be furnished as specified, and all fertilizer shall be premixed prior to use on the job. The fertilizer shall be applied at the rate of 500 lbs. per acre.

Nitrogen (Inorganic) as N ₂	Nitrogen (Organic) Ureaformaldehyde	Phosphorous as P ₂ O ₅	as K ₂ O	Potassium lbs/Acre
10%	38%	20%	20%	500

The fertilizer shall contain a minimum of 60 percent slow-release nitrogen and all minor elements as well.

2.2 TOPSOIL

Topsoil shall have a pH value between 6 and 8, shall be fertile, friable, natural loam, containing 5 to 8 percent of humus, and shall be capable of sustaining vigorous lawn growth. Topsoil shall be free of any admixtures of subsoil, stones 2 inches in diameter or larger, clods of earth, plants or their roots, sticks, or other extraneous material. All topsoil shall be furnished as necessary and approved by the Owner to complete the required restoration and seeding.

PART 3 EXECUTION

3.1 HYDROSEEDING

Areas that have been cleared and grubbed and graded within the public right-of-way, which are not covered by gravel, concrete, or pavement, shall receive hydroseeding, fertilizing, and mulching. These areas shall be leveled, acceptable to Owner, existing topsoil broken up to a depth of 6 inches and hydroseeded. Graded areas shall receive 6 inches of topsoil prior to hydroseeding. Native materials selected by the Owner from material excavated for foundations and stockpiled onsite may be used for topsoil.

For those areas in which hydroseeding would be difficult, the Contractor may request approval from the Owner to hand-apply the hydroseeding mix. Approval shall be granted for hand-application only after reviewing and approving the procedure that the Contractor recommends.

Seeding, fertilizing, and mulching shall be installed in conformance with Sections 8-01 and 9-14 of the WSDOT Standard Specification.

Seeding, fertilizing, and mulching shall be installed using an approved type hydroseeder.

When weather conditions are not conducive to satisfactory results from seeding operations, the Owner may order the work suspended and it shall be resumed only when the desired results are likely to be obtained.

Areas that have received an application of mulching shall be inspected upon completion of the work and again on the completion of the application of seed and fertilizer.

3.2 SOIL PREPARATION

Verify that planting bed grades are in accordance with those indicated on the Plans before proceeding with work. Verify that soil conditions are satisfactory for soil preparation work.

Prepare soil no closer than 3 feet from existing tree trunks up to 6 inches in diameter; no closer than 4 feet from existing tree trunks up to 12 inches in diameter; no closer than 6 feet from existing tree trunks larger than 12 inches in diameter.

Loosen compacted soils to a depth of 12 inches. Rake and remove all material larger than 1-1/2 inches in diameter.

Place 2 to 3 inches of topsoil over existing soil, mix and till to a depth of 6 inches. This material shall be suitable topsoil from the site or imported material.

3.3 TOPSOIL

Those areas to receive topsoil shall have the trenched backfilled to within 6 inches of the finished grade. A compacted 6-inch depth of topsoil shall then be applied to the subgrade. The Contractor may elect to utilize and stockpile existing and excavated topsoil material; however, no separate payment will be made for its use.

3.4 HYDROSEEDING, GRASS SOD, LANDSCAPING, WATERING MAINTENANCE AND PROTECTION

The Contractor shall water, protect and care for all seeded areas until fully established and healthy. Care shall include equipment and labor necessary to provide sufficient watering of all planted areas until final acceptance.

Watering of hydroseeded, grass sod, and landscaped areas shall be at the Contractor's expense until new plantings are fully established.

The Contractor shall guarantee landscaping materials and workmanship for a period of 2 years following the date of project acceptance. During the 2-year guarantee period, should any planted areas show signs of failure, such as dead or dying areas of grass or bare spots, or any shrubs or trees planted as part of the site restoration fail, the Contractor shall repair or replace all deficient seeded areas and replace all dead shrubs and trees to the satisfaction of the Owner. If any seeded areas or plants require replacement, the Contractor's maintenance and guarantee period applicable to the replaced plants shall extend for an additional 1-year period after the time of the replacement.

The Contractor shall mow all newly established lawn areas a minimum of two mowings. The first mowing shall be performed only after an established and healthy stand of grass is judged to have grown. The second mowing shall occur upon establishment of second healthy stand of grass (4 inches in height).

3.5 FINISHING AND CLEANUP

Before acceptance of the Project, all pipes, manholes, catch basins, and other appurtenances shall be cleaned of all debris and foreign material. After all other work on the Project is completed and before final acceptance, the entire roadway, including the roadbed, planting, sidewalk areas, shoulders, driveways, alley and side street approaches, slopes, ditches, utility trenches, and construction areas shall be neatly finished to the lines, grades and cross-sections shown on the Drawings and as hereinafter specified.

In undeveloped areas, the entire area which has been disturbed by the construction shall be shaped so that, upon completion, the area will present a uniform appearance, blending into the contour of the adjacent properties. All other requirements outlined previously shall be met. Slopes, sidewalk areas, planting areas and roadway shall be smoothed and finished to the required cross-section and grade.

Upon completion of the cleaning and dressing, the Project shall appear uniform in all respects. All graded areas shall be true to line and grade as shown on the typical sections and as required by the Owner.

All rocks in excess of 1-inch diameter shall be removed from the entire construction area and shall be disposed of the same as required for other waste material. In no instance, shall the rock be thrown onto private property. Overhang on slopes shall be removed and slopes dressed neatly so as to present a uniform, well sloped surface.

All excess excavated material within the limits of the Project shall be removed entirely. All debris resulting from clearing and grubbing or grading operations shall be removed and disposed.

Drainage facilities, such as inlets, catch basins, culverts, and open ditches, shall be cleaned of all debris resulting from the Contractor's operations.

All pavements and oil mat surfaces, whether new or old, shall be thoroughly cleaned. Existing improvements, such as Portland cement concrete curbs, curb and gutters, walls, sidewalks, and other facilities which have been sprayed by the asphalt cement shall be cleaned to the satisfaction of the Owner.

Castings for manholes, monuments, water valves, lamp poles, vaults, and other similar installations which have been covered with the asphalt material shall be cleaned to the satisfaction of the Owner.

3.6 CONSTRUCTION ACCEPTANCE

The Contractor shall protect and care for all seeded and sodded areas until fully established and healthy. Care shall include equipment and labor necessary to provide sufficient and continuous watering of all seeded areas until final acceptance.

The Contractor shall guarantee landscaping materials and workmanship for a period of 2 years following the date of project acceptance. During the 2-year guarantee period, should any seed areas show signs of failure such as dead or dying areas of grass or bare spots, the Contractor shall repair or replace all deficient areas to the satisfaction of the Owner.

3.7 ADJUSTMENT OF NEW AND EXISTING STRUCTURES TO GRADE

This work consists of constructing and/or adjusting all new and existing utility structures encountered on the Project to finished grade.

Prior to commencing manhole adjustments, a plywood and visqueen cover, as approved by the Owner, shall be placed over the manhole base and channel to protect them from debris.

The castings shall not be adjusted until the contractor has completed his paving operations. The asphalt concrete pavement around the casting shall be cut and removed to a neat circle, the diameter of which shall not exceed 6 inches from the outside diameter of the casting frame. The casting frame shall be brought up to the desired grade. Adjustment of manholes, catch basins and precast concrete vaults shall be made with the use of concrete adjustment rings or bricks. No iron adjustment rings will be allowed. An approved class of mortar (one part cement to two parts of plaster sand) shall be placed between adjustment rings or bricks and casting frame to completely fill all voids and to provide a watertight seal. No rough or uneven surfaces will be permitted inside or out. Adjustment rings or brick shall be placed and aligned so as to provide vertical sides and vertical alignment of ladder steps (if steps are necessary).

***** END OF SECTION *****

DIVISION 3

CONCRETE

SECTION 03350

CONTROLLED DENSITY FILL (CDF)

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section provides all materials, labor, and equipment for installation of Controlled Density Fill (CDF) as shown on Plans and/or in lieu of imported backfill material and compacted structural fill where approved by the Owner.

1.2 RELATED WORK SPECIFIED ELSEWHERE

<u>Section</u>	<u>Item</u>
01300	Submittals

1.3 REFERENCES

This Section references the latest revisions of the following documents:

<u>Reference</u>	<u>Title</u>
ASTM C94 WSDOT	Specification for Ready-Mixed Concrete Standard Specifications for Road, Bridge, and Municipal Construction
ASTM C33	Concrete Aggregate
ASTM C150	Portland Cement
ASTM C618	Fly Ash and Raw or Calcinated Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete

1.4 SUBMITTALS

Comply with provisions of Section 01300.

A. CERTIFICATE OF COMPLIANCE

Certificate shall verify that the delivered material is in compliance with mix design and shall include: Project Contract No., Date, Truck No., and Batched Weights of each ingredient. The certification shall be signed by a representative of the CDF producer, and shall be someone other than the truck driver.

B. DELIVERY TICKETS

Provide copies of delivery tickets to the Owner.

1.5 DELIVERY AND HANDLING

Comply with requirements of ASTM C94.

PART 2 PRODUCTS

2.1 MATERIALS

A. PORTLAND CEMENT

Type I, II, or III comply with ASTM C150 or State of Washington, Standard Specifications for Road, Bridge, and Municipal Construction Article 9-01, Current Edition.

B. FLY ASH (POZZOLAN)

ASTM C618, Class F or Class C.

C. AGGREGATES

ASTM C33 or State of Washington, Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, Articles 9-03.1 or 9-03.14.

D. WATER

Clean, potable and free from oil or other contaminants.

E. ADMIXTURES

State of Washington, Standard Specifications for Road, Bridge and Municipal Construction, Current Edition, Article 9-23.6.

2.2 CDF MIX DESIGN AND PROPORTIONING

Controlled Density Fill (CDF) shall be a mixture of Portland cement, fly ash, aggregates, water and admixtures proportioned to provide a non-segregating self-consolidating, free-flowing and excavatable material which will result in a hardened, dense non-settling fill.

Unconfined compressive strength:	100 psi minimum 300 psi maximum
Gallons of water per cubic yard:	50 gallons (max.)
Pounds of Portland cement per cubic yard:	50 lbs.
Pounds of fly ash per cubic yard:	250 lbs.
Pounds of aggregate per cubic yard:	3,200 lbs.

Flowability	Slump
Low	6 inches or less
Normal	6 to 8 inches
High	8 inches +

Total water and aggregate quantities may be adjusted for yield if air entraining or water-reducing admixtures are used for flowability. Use 3/8 inch minus aggregates or sand for flowable or excavatable CDF materials.

PART 3 EXECUTION

Verify site and excavations for conditions acceptable to receive CDF. Ensure all inspections and approvals for substrate surfaces and utilities have been made and are complete before CDF placement. Asbestos Cement pipes which are abandoned in place shall be either completely filled or plugged as noted on the Plans. CDF used to fill abandoned mains shall be pumped or injected at the lowest elevation water main opening until CDF has reached the highest opening as to avoid clumping and large voids.

CDF placement may be started if weather conditions are favorable, and when the temperature is at least 34 degrees F and rising. At the time of placement, the CDF shall have a temperature of at least 40 degrees F. Mixing and placing shall stop when the temperature is 38 degrees F or less, and falling. CDF shall not be placed on frozen ground. Each filling stage shall be as continuous of an operation as is practicable.

Remove displaced groundwater by either dewatering or pumping. Provide for proper disposal of displaced or dewatered groundwater in compliance with local regulations. Provide steel plates to span utility trenches and prevent traffic contact with CDF for at least 24 hours after placement or until CDF has compacted or hardened enough to prevent rutting by construction equipment or traffic.

***** END OF SECTION *****

PART 6
WAGE RATES

WASHINGTON STATE PREVAILING WAGE RATES

FEDERAL WAGE RATES

PART 7
APPENDIX

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

APPENDIX A

**SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS
LAKE ARROWHEAD WATER MAIN REPLACEMENT**

These forms shall be completed in their entirety and submitted by the apparent two lowest Bidders to the Mason County PUD No. 1 by 12:00 p.m. (noon) of the second business day following the bid submittal deadline.

Failure to submit and meet the requirements as stated in Section 2.01.8 of the General Conditions shall be grounds for rejection of the bid. The Mason County PUD No. 1 will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor:

Name: _____

Address: _____

Phone: _____

Contact Person: _____

2. Delinquent State Taxes

Instructions to Bidders: Check the appropriate box

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

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

(Date)

(Signature)

(Print Name)

(Title)

3. Subcontractor Responsibility:

Instructions to Bidders: Check all boxes that apply

- The Bidder's standard subcontract form includes the subcontractor responsibility language required by RCW 39.06.020.
- The Bidder has a procedure for validating the responsibility of subcontractors with which the Bidder contracts.
- The Bidder's subcontract form includes 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.

If the Bidder is unable to check all of the above boxes, provide an explanation as to how the bidder will comply with RCW 39.06.020.

(Date)

(Signature)

(Print Name)

(Title)

4. Claims Against Retainage and Bonds:

Instructions to Bidders: Check the appropriate box

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

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

(Date)

(Signature)

(Print Name)

(Title)

5. Public Bidding Crime:

Instructions to Bidders: Check the appropriate box

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

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

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

(Date)

(Signature)

(Print Name)

(Title)

6. Termination for Cause/Termination for Default

Instructions to Bidders: Check the appropriate box

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

- Alternatively, the undersigned confirms that the Bidder has had public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.

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

(Date)

(Signature)

(Print Name)

(Title)

7. Lawsuits

Instructions to Bidders: Check the appropriate box

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

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

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

(Date)

(Signature)

(Print Name)

(Title)

8. Contract Time (Liquidated Damages)

Instructions to Bidders: Check the appropriate box

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

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

(Date)

(Signature)

(Print Name)

(Title)

9. Capacity and Experience

The Bidder shall have sufficient current capacity and the Project Superintendent assigned to the Project shall have experience to meet the requirements of this Project. The Bidder and Project Superintendent shall have successfully completed at least two projects as the prime contractor, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 70 percent of the bid amount submitted by the Bidder.

A. Capacity

i. Gross dollar amount of work currently under contract:

ii. Gross dollar amount of contracts currently not completed:

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

iv. Number of superintendents on Bidder's staff:

B. Experience

i. General character of work performed by firm:

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

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

#1 Owner's Name and Contact Information: _____

Owner is a Government Agency? ___ Yes ___ No

Superintendent's Name: _____

Project Name: _____

Awarded Contract Amount: _____

Final Contract Amount: _____

Completion Date: _____

Project Description: _____

#2 Owner's Name and Contact Information: _____

Owner is a Government Agency? Yes No

Superintendent's Name: _____

Project Name: _____

Awarded Contract Amount: _____

Final Contract Amount: _____

Completion Date: _____

Project Description: _____

#3 Owner's Name and Contact Information: _____

Owner is a Government Agency? Yes No

Superintendent's Name: _____

Project Name: _____

Awarded Contract Amount: _____

Final Contract Amount: _____

Completion Date: _____

Project Description: _____
