

## City of Maple Valley Project S-10

# STORMWATER POND WATER QUALITY RETROFITS

Specifications, Proposal, and Contract Documents

Bids Accepted: between 1:00-1:30 PM Tuesday, June 30, 2020  
Electronic Public Opening: 2:00 PM Tuesday, June 30, 2020

At:

**City of Maple Valley  
City Hall  
22017 Wax Road, Suite 200  
P.O. Box 320  
Maple Valley, Washington, 98038**

**Mailing Address:  
City Clerk's Office  
P.O. 320  
Maple Valley, WA 98038**

# **STORMWATER POND WATER QUALITY RETROFITS**

June 2020

Prepared for

**City of Maple Valley**

Public Works Department  
22017 SE Wax Rd.  
Maple Valley, WA 98038

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## **City of Maple Valley INVITATION TO BID**

Bidders are invited from the City of Maple Valley's Small Works Roster. Sealed bids will be received between 1:00pm and 1:30pm (local time) on June 30, 2020 at Maple Valley City Hall (22017 SE Wax Road, Suite 200, Maple Valley, Washington). Social distancing measures will be in effect at all times during bid submittal. Sealed bids received after 1:30 pm on June 30, 2020 will not be considered.

Bids will be opened and read aloud at 2:00pm (local time) on June 30, 2020 via a live video stream and concurrent conference call. Bidders who are interested in seeing/hearing the bid opening may use either of the following:

Join Zoom Meeting

<https://maplevalleywa.zoom.us/j/97174016509?pwd=REJ0Y011ckpqSFRGY0FYcE5MN3VIZz09>

Meeting ID: 971 7401 6509

Password: 140270

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

## **STORMWATER POND WATER QUALITY RETROFITS PROJECT**

The Work shall be completed within 45 working days from the date of Notice to Proceed and consists of furnishing all materials, equipment, tools, labor, and other work or items incidental thereto for:

- Valley Green Div. II Tract B (D92161) – Lining of first cell.
- Valley Green Div. II Tract C (D92162) – Lining of first cell.
- Valley Green Div. I Tract D (D92098) – Lining of first cell.
- Pleasant Acre Div. 2 Tract A (D92117) – Lining of first cell, re-establish slopes and berm.
- Witte Road and SE 272<sup>nd</sup> St. Pond (D99025) – Install oil/water separator at last manhole prior to inlet. Install access road off of SE 272<sup>nd</sup> St.
- Sawyer Crest Div. 2 (D19995) – Install oil/water separator at last manhole prior to inlet.

The estimated cost of this project, for all bid schedules including additives, if any, is in the range of \$200,000 to \$250,000.

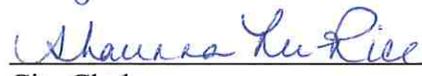
All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the total amount of such bid proposal, including sales tax. Should the successful bidder fail to enter into such contract and furnish satisfactory payment and performance bonds within the time stated in the Contract Documents, the bid proposal deposit shall be forfeited to the City of Maple Valley.

Plans, Contract Provisions, addenda, and plan holders list for this project will be available online free-of-charge through Builders Exchange of Washington, Inc. at <http://www.bxwa.com>. Click on: "Posted Projects"; "Public Works"; "City of Maple Valley." Bidders are encouraged to "Register as a Bidder" in order to receive automatic email notification of future addenda and to be placed on the "Bidders List." Bidders that do not register will not be notified of addenda or other documents added. Contact Builders Exchange of Washington at (425) 258-1303 should you require further assistance.

This Invitation to Bid may be canceled at the discretion of the City. If the invitation is canceled, notice of cancellation will be sent to all parties who have registered on the Plan-holders list at Builders Exchange. The notice will briefly state the reason for cancellation.

The City reserves the right to reject any and all bids, to waive any informality in the bidding, and to make the award to the lowest responsible bidder as determined by the City.

Dated at Maple Valley, Washington, this 15<sup>th</sup> day of June, 2020.

  
\_\_\_\_\_  
City Clerk

## ***INFORMATION AND CHECKLIST FOR BIDDERS***

The following supplements the information in the Call for Bids:

### **1. Examination of Plans, Specifications, and Site**

Before submitting his/her bid, the Contractor shall carefully examine each component of the Bid Documents prepared for the Work and any other available supporting data so as to be thoroughly familiar with all the requirements. However, neither the Owner nor Engineer nor Consulting Engineer will assume responsibility for variations of subsoil quality or condition at locations other than places shown and at the time investigation was made (if any). The availability of this information shall not relieve the Bidder of his/her duty to examine the project site nor of any other responsibility under the Contract.

The Bidder shall make an alert, heads-up, eyes-open reasonable examination of the project site and conditions under which the Work is to be performed, including but not limited to: overhead utilities; work proximity to existing homes; current site topography, soil and moisture conditions; underground obstructions; the obstacles and character of materials which may be encountered; traffic conditions; public and private utilities; the availability and cost of labor; and available facilities for transportation, handling, and storage of materials and equipment.

### **2. Property Issues**

All bidders shall base their bids upon full restoration of all property within the right-of-way and easements, and wherever Bidder will have right of entry. The easements and right of entry documents that have been acquired are available for inspection and review. The Bidder is advised to review the conditions of the permits, easements, and rights of entry, as Bidder shall be required to comply with all conditions at no additional cost to the Owner. All other permits, licenses, etc., shall be the responsibility of the Bidder. The Bidder shall comply with the requirements of each.

### **3. Interpretation of Bid Documents**

The Bidder shall promptly notify Owner of any discovered omissions, conflicts, ambiguities, or discrepancies in the Bid Documents. Questions or comments about these Bid Documents should be directed in writing only (mail, fax, or email) to the attention of: Halley Kimball, 22017 SE Wax Road, Suite 200, Maple Valley, Washington, 98038, fax (425) 413-6646, [halley.kimball@maplevalleywa.gov](mailto:halley.kimball@maplevalleywa.gov).

Questions received less than 4 business days prior to the date of bid opening may not be answered. Any interpretation or correction of the Bid Documents, if needed, will be made only by **addendum**, and a copy of such addendum will be posted on Builder's Exchange. It is the Bidder's responsibility to watch for and check such Addenda. The Owner will not be responsible for any other explanations or interpretations of the Bid Documents. **No oral interpretations of, or changes to, any provision in the Bid Documents will be made to any Bidder.** No oral statements shall in any way modify the Contract Documents, whether made before or after the letting of the Contract.

**4. Wages.** The Prevailing Wages in effect for this project can be found at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. It is the Bidder's responsibility to obtain wage information for any work classifications that are not included. Certified payrolls will be required, as detailed in Section 1-07.9 of the Standard Specifications and Special Provisions.

**5. Low Bidder Determination.** The determination of who is low bidder will be determined on the basis of the grand total of the Total Base Bid.

#### **6. Bidding Checklist**

All bids shall be submitted on the exact forms provided in these Bid Documents, and as listed below. Failure to submit any of these forms is grounds for rejection of the bid.

Sealed bids for this proposal shall be submitted as specified in the Invitation to Bid. Bid proposal to be submitted in a **sealed envelope** marked on the outside "**Bid Enclosed for Stormwater Pond Water Quality Retrofits Project**", and showing **the name and address of the Bidder**.

- a. **Bid Proposal** – Bidders must bid on all items contained in the Bid Proposal, including Additive items. If any unit price is left blank, it will be considered no charge for that bid item, regardless of what has been placed in the extension column. If there is a discrepancy between the unit price and the extension, the unit price will prevail, and the extension and totals corrected accordingly. The proposal must be signed and all other information on the Bid Proposal Signature Page completed.
- b. **Bid Security** – A Bid Bond is to be executed by the Bidder and the surety company unless the bid is accompanied by a cash deposit, cashier's or certified check, or postal money order. The amount of this bond shall be not less than five percent (5%) of the total bid, including sales tax, if applicable, and shall be shown in dollars or on a percentage basis. The Surety must be authorized to do business in the State of Washington, and must be on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

**The bond form included in these Contract Provisions MUST be used; no substitute will be accepted.** If an attorney-in-fact signs the bond, a certified and effectively dated copy of their Power of Attorney must accompany the bond.

The deposit of the successful Bidder will be returned provided Bidder executes the Agreement, furnishes satisfactory performance and payment bonds covering the full amount of work, and provides evidence of insurance coverage, within 10 days after Notice of Award. Should he/she fail or refuse to do so, the Bid Deposit or Bond shall be forfeited to the City of Maple Valley as liquidated damages for such failure.

The Owner reserves the right to retain the security of the three lowest bidders until the successful Bidder has executed the Agreement and furnished the bond.

- c. **Non-collusion Affidavit** – Must be filled in, signed, and notarized.
- d. **Statement of Bidder’s Qualifications** – Must be filled in and signed. May be submitted with the Bid Proposal or will be required of the two apparent lowest bidders within 24 hours after bid opening. The Owner reserves the right to check all statements and to judge the adequacy of the bidder’s qualifications.
- e. **Certification of Compliance with Wage Payment Statutes** – Must be filled in and signed.
  
- f. **Bid Addenda Acknowledgement**

## 7. Contracting Checklist

Most contracting forms to be used are included in these Bid Documents and should be carefully examined by the Bidder.

The following forms are to be executed after the Contract is awarded by the City Council, by the Contractor’s President or Vice-President (if a corporation), or by a partner (if a partnership). In the event another person has been duly authorized to execute contracts, a copy of the resolution or other minutes establishing this authority must be attached to the Proposal and Agreement documents.

- a. **Agreement** – Two copies to be executed by the successful Bidder.
- b. **Payment and Performance Bond** – Two copies to be executed by the successful Bidder and his/her surety company. The Payment and Performance bond is for 100% of the contract price. The Performance Bond continues in effect for two years after Final Acceptance of the Work at 25% of its original value.

**The bond form included in these Bid Documents MUST be used; no substitute will be accepted.** If an Attorney-in-fact signs the bond, a certified and effectively dated copy of their Power of Attorney must accompany the bond.

- c. **Contractor’s Declaration Of Option For Management Of Statutory Retained Percentage** – To be executed by the successful bidder, to select how retained funds are kept.

- d. **Retained Percentage Escrow Agreement** – To be executed by the successful bidder based on bidder’s selection of option.
- e. **Certificates of Insurance** – To be executed by an insurance company acceptable to the Owner, on ACORD Forms. Insurance requirements are listed in Section 1-07.18 of the Special Provisions, including a list of who must be named as “Additional Insured” on the insurance policies.
- f. City of Maple Valley business license.

**City of Maple Valley  
BID PROPOSAL FORM**

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**Stormwater Pond Water Quality Retrofits Project**

TO: City Clerk  
City of Maple Valley, Washington

The undersigned (Bidder) hereby certifies that s/he has carefully examined and thoroughly understands the Bid Documents for the construction of the Project and the nature of the Work; that s/he has personally inspected the site, including subsurface information; that s/he has satisfied him/herself as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the Work, as included herein, is brief and is intended only to indicate the general nature of the work, and thoroughly understands the nature of said Work; and hereby proposes to undertake and complete all Work embraced in this improvement in accordance with these Contract Documents and at the following schedule of rates and prices.

The Bidder understands that the quantities mentioned herein are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of work as either increased or decreased in accordance with the Contract Documents.

As evidence of good faith, (*check one*)  bid bond or  cash,  cashier's check,  certified check, or  postal money order made payable to the City of Maple Valley equal to five percent (5%) of the Total Bid Price is attached hereto.

The Bidder agrees that if this proposal is accepted by the City Council, s/he will, within ten (10) calendar days after Notice of Award, sign the Contract with the City of Maple Valley in the form of the Agreement form included in these Contract Provisions, and will, at the time of signing, deliver to the City of Maple Valley the Performance and Payment Bond and all Certificates of Insurance required herein.

The Bidder agrees to hold his/her bid proposal open for 90 days after the actual date of Bid Opening. Bidder understands that, should this offer be accepted by Owner within 90 calendar days after the day of Bid Opening and the Bidder fails or refuses to enter into an Agreement and furnish the required performance and payment bonds and liability insurance within 10 calendar days after Notice of Award, the Contract shall be null and void and the Bid Deposit or Bond accompanying this Proposal shall be forfeited and become the property of Owner as liquidated damages, all as provided for in the Contract Documents.

The Bidder further agrees, if awarded the Contract, to begin work within ten (10) calendar days after Notice to Proceed, and to furnish all labor, machinery, equipment, tools, apparatus, and other means of construction and do the work in the manner, in the time, and according to the methods as specified in the Contract Documents and required by the Owner and its designees, and to complete the Work within 45 working days after the Notice to Proceed Date.

It is understood that Owner may accept or reject all bids.

**BID SCHEDULE: Stormwater Pond Water Quality Retrofits Project**

Note: Unit prices for all items, all extensions, and the total amount of bid must be shown. Show unit prices in figures only (ink or typed). Enter dollars and cents to two decimal points. Where conflict occurs between the unit price and the total amount named for any item the unit price shall prevail, and totals shall be corrected to conform thereto.

Item No.	Spec. Sec. #	Item Description	Unit	Estimated Quantity	Unit Price	Amount
1	1-05	Construction Survey	LS	1	\$ _____	\$ _____
2	1-09	Mobilization	LS	1	\$ _____	\$ _____
3	1-10	Traffic Control	LS	1	\$ _____	\$ _____
4	2-01	Clearing/Grubbing/Tree Removal	AC	0.31	\$ _____	\$ _____
5	2-02	Sawcutting	LF	40	\$ _____	\$ _____
6	2-02	Curb, Gutter and Sidewalk Removal & Disposal	LF	15	\$ _____	\$ _____
7	2-03	Excavating Incl. Disposal	CY	720	\$ _____	\$ _____
8	2-03	Embankment Compaction	CY	45	\$ _____	\$ _____
9	4-04	Crushed Surfacing Base Course	TON	30	\$ _____	\$ _____
10	5-04	HMA. Class ½” PG 64-22	TON	2	\$ _____	\$ _____
11	5-04	Longitudinal Joint Seal	LF	40	\$ _____	\$ _____
12	2-06	Fine Grading	SY	1440	\$ _____	\$ _____
13	7-04	Storm Sewer Pipe, 12-in.	LF	28	\$ _____	\$ _____
14	7-05	Type II – 54” Catch Basin with Spill Control	EA	1	\$ _____	\$ _____
15	7-05	Type II – 60” Catch Basin with Spill Control	EA	1	\$ _____	\$ _____
16	8-01	Erosion/Water Pollution Control	LS	1	\$ _____	\$ _____
17	Per Plan	Low Permeability Liner and Compaction	CY	540	\$ _____	\$ _____
18	8-02	Seeding & Fertilizing	SY	1,440	\$ _____	\$ _____
19		Force Account	LS	1	\$5,000.00 _____	\$5,000.00 _____
<b>Subtotal</b>						\$ _____
<b>Sales Tax (8.6%)</b>						\$ _____
<b>Total</b>						\$ _____

**BID PROPOSAL SIGNATURE PAGE**

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

Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
1	_____	3	_____
2	_____	4	_____

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

By signing below, Bidder certifies that:

1. Bidder has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.
2. Bidder expressly agrees to all provisions of the WSDOT/APWA *Standard Specifications for Road Bridge and Municipal Construction* (2020 edition) and as modified in the Bid Documents, including all indemnity provisions and Title 51 waiver of immunity for workplace injuries contained in General Requirements Section 1-07.14.

The Surety Company which will furnish the required Payment and Performance Bonds is

\_\_\_\_\_ of \_\_\_\_\_  
*(Name)* *(Address)*

Bidder: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

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

Date: \_\_\_\_\_ Phone No.: \_\_\_\_\_ Fax No: \_\_\_\_\_

*This address and phone/fax number is the one to which all communications regarding this proposal and the Contract (if awarded) should be sent.*

Circle One: Individual/Partnership/ \_\_\_\_\_ State of Incorporation: \_\_\_\_\_  
Joint Venture/Corporation

- NOTES:
1. If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).
  2. A bid must be received on all items. If any unit prices are left blank, they will be entered as \$0–no charge.

**BID SECURITY**

**Bid Deposit:** The undersigned Principal hereby deposits a Bid Deposit with the City of Maple Valley in the form of a cash deposit, certified check, or cashier's check in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_).

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

**Conditions:** The Bid Deposit or Bid Bond shall be an amount not less than five percent (5%) of the total bid, including sales tax and is submitted by Principal to Owner in connection with a Proposal for Stormwater Pond Water Quality Retrofits, Project No. S-10, according to the terms of the Proposal and Bid Documents.

Now therefore,

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

We agree to be bound by the laws of the State of Washington and to be subject to the jurisdiction of the State of Washington. We further agree to venue in King County, Washington, for all demands, suits and actions of any kind initiated under this bond.

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

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

By \_\_\_\_\_  
Attorney in Fact (*Attach Power of Attorney*)

Name, address, and phone no. of local office of agent and/or Surety Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



**CITY OF MAPLE VALLEY  
STATEMENT OF BIDDER'S QUALIFICATIONS**

To be considered Responsible Bidder, the Bidder must complete the following;

1. Name of bidder: \_\_\_\_\_
2. Business address: \_\_\_\_\_
3. Business phone: \_\_\_\_\_ Fax: \_\_\_\_\_
4. How many years have you been engaged in the contracting business under the present firm name? \_\_\_\_\_
5. Describe the general character of work performed by your company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. List more important recent contracts completed by your company, including contracting agency type of work and approximate cost: (Provide at least three contract references with phone numbers.)
  - (1.) \_\_\_\_\_
  - (2.) \_\_\_\_\_
  - (3.) \_\_\_\_\_
7. List your major equipment: \_\_\_\_\_
8. Bank references: \_\_\_\_\_
9. State of Washington Registration No.: \_\_\_\_\_
10. Industrial Insurance Account No.: \_\_\_\_\_
11. Federal IRS Identification No.: \_\_\_\_\_
12. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of the City of Maple Valley project should I become the successful bidder.

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (16 June 2020), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

\_\_\_\_\_  
Bidder’s Business Name (Please Print Clearly)

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

Sole Proprietorship  Partnership  Joint Venture  Corporation

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

\_\_\_\_\_

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

\_\_\_\_\_

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

**CITY OF MAPLE VALLEY  
PUBLIC WORKS AGREEMENT FOR  
STORMWATER POND WATER QUALITY RETRIFITS PROJECT**

**Contract No.** \_\_\_\_\_

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

This Agreement is entered into by and between the CITY OF MAPLE VALLEY, WASHINGTON, a municipal corporation hereinafter referred to as “City,” and [INSERT CONTRACTOR’S NAME IN CAPS], a [INSERT state of incorporation and type of entity – example: a Washington corporation, a Washington Limited Liability Company, Sole Proprietorship, Municipal Corporation, etc.], hereinafter referred to as “Contractor.”

WHEREAS, the City desires to have certain public works performed for its citizens; and

WHEREAS, the City has selected the Contractor to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, to be kept, performed, and fulfilled by the respective parties hereto, and other valuable consideration, it is mutually agreed as follows:

**1. Scope of Work.** The Contractor shall perform the services outlined in Exhibit “A” of this Agreement. In performing these services, the Contractor shall at all times comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Contractor shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

**2. Compensation.**

a. The City shall pay Contractor: According to the rates set forth in the Bid Proposal dated [Insert Date], in an amount not to exceed \$[Insert Amount], excluding approved change orders.

b. All invoices shall be accompanied by an Invoice Summary Form substantially in the form set forth in Exhibit “B.”

c. Each voucher claim submitted by Contractor shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of Intent to Pay Prevailing Wages on file with the City.

d. Vouchers are paid on the Tuesday following the second and fourth Mondays of each month, following City Council approval. Invoices must be received at least ten (10) days prior to the approval date. The Contractor shall be paid for services rendered and allowable expenses incurred, but in no case shall the total amount to be paid exceed the “not to exceed” amount of \$[Insert Amount], unless the parties mutually agree to the payment of additional fees and expenses by Change Order as authorized by the City. The Contractor shall complete and return Exhibit “C,” Tax Identification Number, prior to execution of this Agreement.

e. Any change or modification to this Agreement for additional services as above referenced shall be by written Change Order and signed by the parties to this Agreement. Any compensation due for the changes or modifications shall be on the same terms and conditions as set forth in this section or in a manner otherwise mutually agreed to by the parties by Change Order.

### **3. Termination.**

a. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon fourteen (14) days' prior written notice.

b. In the event this Agreement is terminated or suspended, the Contractor shall be entitled to payment for all services performed and reimbursable expenses incurred up to the date of termination.

c. This Agreement may be canceled immediately if the Contractor's insurance coverage or financial guarantee provided to the City under this Agreement is canceled for any reason or if the Contractor is unable to perform the services called for by this Agreement.

d. The Contractor reserves the right to terminate this Agreement with not less than sixty (60) days' written notice.

e. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

**4. Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution by the last Party to sign this Agreement and ending **Insert Date** unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

### **5. Prevailing Wages; Retainage.**

a. The Contractor shall pay all workers performing services under this Agreement not less than the prevailing wage adopted by the Washington State Department of Labor and Industries. The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **Insert Applicable Effective Date from L&I Website**. A copy of the applicable prevailing wage rates are also available for viewing at City Hall, located at 22017 SE Wax Road, Suite 200, Maple Valley, Washington, 98038. Upon request, the City will mail a hard copy of the applicable prevailing wages for the project. The Contractor shall also comply with the prevailing wage laws codified under RCW Chapter 39.12 as written or hereinafter amended, and all applicable provisions of the Washington Administrative Code relating thereto. This Agreement shall not be construed as prohibiting the Contractor from taking advantage of any exemption from paying the prevailing wage rate under a special certificate issued by the Department of Labor and Industries ("L&I") for vocational handicapped workers or of any other exemption or exception authorized by law.

b. Upon execution of this Agreement, the Contractor, and all subcontractors under contract to the Contractor, shall file a "Statement of Intent to Pay Prevailing Wages" with L&I on forms approved by L&I and file a copy of the Statement of Intent to Pay Prevailing Wages with the City. The City shall not make any payments or reimbursements under the Agreement prior to receipt of an approved "Statement of Intent to Pay Prevailing Wages" form for the Contractor and all subcontractors under contract to the Contractor, by the industrial statistician of L&I. For all contracts with the City over \$10,000, the "Statement of Intent to Pay Prevailing Wages" shall include:

- (1) The Contractor's (and each Subcontractor's) registration certificate number; and
- (2) The prevailing rate of wages for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the estimated number of workers in each classification.

Public improvement contracts involving the construction, alteration, repair, or improvement of any highway, road, or street funded in whole or in part by federal transportation funds shall rely upon the contract bond as referred to in Chapter 39.08 RCW for the protection and payment of: (i) The claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; and (ii) the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due. The contract bond must remain in full force and effect until, at a minimum, all claims filed in compliance with chapter 39.08 RCW are resolved.

c. If a subcontractor to the Contractor fails to submit an Affidavit of Wages Paid form, the Contractor may file said form on behalf of the nonresponsive subcontractor. Such form(s) may only be filed on behalf of a nonresponsive subcontractor who has ceased operations or failed to file as required herein. Filings made on behalf of a subcontractor may not be accepted sooner than thirty-one days after the acceptance date of the work completed by the Contractor and the Contractor filing the Affidavit of Wages Paid form must accept responsibility for payment of prevailing wages unpaid by the subcontractor pursuant to RCW 39.12.020 and 39.12.065.

## **6. Independent Contractor.**

a. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

b. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Contractor or any employee of the Contractor.

## **7. Indemnification/Hold Harmless.**

a. The Contractor shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the performance of this

Agreement, except for injuries and damages caused by the sole negligence of the City.

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

**8. Bonding.** Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a payment and performance bond in the full amount of the contract price, plus state sales tax, which shall guarantee the faithful performance of the contract and the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work under this contract. This bond shall be in force until completion of the contract and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto. The bond must specify that the surety agrees to be bound by the laws of the State of Washington and be subject to jurisdiction of the state of Washington, and to venue in King County, Washington.

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

a. **No Limitation.** Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's resources to any remedy available by law or equity.

b. **Minimum Scope of Insurance.** Contractor shall obtain insurance of the types and coverage as stated below:

(1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. If necessary, the policy shall be endorsed to provide contractual liability coverage.

(2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 0305 09 or equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured Endorsement CG 20 10 10 01 and

Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

(4) Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

**c. Minimum Amounts of Insurance.** Contractor shall maintain the following insurance limits:

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

(2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

(3) Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

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

**e. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

(1) The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

(2) The Contractor's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**f. Contractor's Insurance For Other Losses.** The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or sub-contractors as well as to any temporary structures, scaffolding and protective fences.

**g. Waiver of Subrogation.** The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

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

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

**j. Notice of Cancellation.** The Contractor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

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

**l. Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor. The Contractor shall ensure that the City is an additional insured on each and every subcontractors' Commercial General Liability insurance policy using an endorsement at least as broad as ISA Additional Insured endorsement CG 20 38 04 13.

**10. Delays.** The Contractor is not responsible for delays caused by factors beyond the Contractor's reasonable control. When such delays beyond the Contractor's reasonable control occur, the City agrees the Contractor does not owe for damages, nor shall the Contractor be deemed to be in default of the Agreement.

**11. Successors and Assigns.** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the written consent of the other.

**12. Discrimination Prohibited.** The Contractor shall not discriminate against any employee or applicant for employment, or any person seeking the services of the Contractor under this Agreement, because of sex, age, race, color, religion, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification.

**13. Notices.** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and

given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

To the City:

City of Maple Valley  
Laura K. Philpot, City Manager  
P.O. Box 320 (mailing address)  
22017 SE Wax Road, Suite 200  
Maple Valley, WA 98038  
425-413-8800; fax: (425) 413-4282

With a copy to:

City of Maple Valley  
Halley Kimball, Project Manager  
P.O. Box 320  
22017 SE Wax Road, Ste. 200  
Maple Valley, WA 98038  
425-413-8800; fax: (425) 413-4282

To the Contractor:

INSERT Contractor Business name,  
contact person name,  
mailing and physical addresses,  
phone number; fax number

**11. Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

**12. General Administration and Management.** The manager of this Agreement shall be Amy Shaw, Associate Engineer, City of Maple Valley Public Works Department or his/her designee.

**13. Severability.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as reasonably possible to expressing the intention of the stricken provision.

**14. Contract Documents.** The Contract Documents (see definition of Contract in Standard Specifications for Road, Bridge, and Municipal Construction 2016), set forth the terms of the contract between the City and the Contractor, and are entered into by the acceptance of the Contractor's bid and the signing of this Public Works Agreement. The Contract Documents also consist of all Appendices attached hereto, all of which are a part thereof as if herein set forth in full, and if not attached, as if hereto attached, and also including:

- a. Addenda; if any

- b. Change Orders, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto; and
- c. All modifications or changes issued pursuant to the Contract Documents.  
and all modifications or changes issued pursuant to the Contract Documents.

There are no Contract Documents other than those above listed. The Contract Documents may only be amended by Change Order as provided in the Contract Provisions.

CITY OF MAPLE VALLEY

NAME OF CONTRACTOR IN CAPS

\_\_\_\_\_  
 Laura Philpot  
 City Manager

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

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

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

Attest:

\_\_\_\_\_  
 Shaunna Lee-Rice, City Clerk

Approved as to form:

\_\_\_\_\_  
 City Attorney

Authorizing Resolution No. \_\_\_\_\_

**CITY OF MAPLE VALLEY  
CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT  
OF STATUTORY RETAINED PERCENTAGE**

*City of Maple Valley Project:* Witte Road Improvements Project

The Owner shall withhold the retained percentage for this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.

I hereby elect to have the retained percentage for this contract held in a fund by the Owner until sixty (60) days following final acceptance of the work. (No interest will be earned on the retained percentage amount under this election.)

CONTRACTOR:

Signature: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

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

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

I hereby elect to have the Owner deposit the retained percentage for this contract, from time to time, as such retained percentage accrues and in accordance with RCW 60.28.010.020, and 050.

I hereby designate \_\_\_\_\_ as the depository for said funds which shall be deposited in an interest earning account subject to joint control by Owner and the Contractor. All interest earned on said deposits shall belong to the Contractor. If Contractor fails to designate the depository, then the Owner designates Bank of America, Maple Valley Branch, which is the Owner's depository under contract between said bank and the City of Maple Valley.

I hereby further agree to be fully responsible for payment of all costs of fees incurred as a result of establishing said depository account and depositing the retained percentage as authorized by statute. The Owner shall not be liable in any way for any costs or fees in connection therewith.

CONTRACTOR:

Signature: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

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

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

**CITY OF MAPLE VALLEY  
RETAINED PERCENTAGE ESCROW AGREEMENT**

Escrow No. \_\_\_\_\_

City of Maple Valley  
P.O. Box 320  
22017 S.E. Wax Road, Suite 200  
Maple Valley, Washington 98038

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

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

Project Description: Witte Road Improvements Project

TO: Escrow Bank or Trust Company:

Name: \_\_\_\_\_

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

\_\_\_\_\_  
Attention: \_\_\_\_\_

The undersigned, \_\_\_\_\_, herein referred to as the Contractor, has directed the City of Maple Valley to deliver to you its warrants which shall be payable to you and the Contractor jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

Warrants or check made payable to you and the Contractor jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the City of Maple Valley. Attached is a list of such bonds, or other securities approved by the City of Maple Valley. Other bonds or securities, except stocks, may be selected by the Contractor, subject to the express written approval of the City of Maple Valley. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so at the direction of the City of Maple Valley and Contractor.

When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR:

CITY OF MAPLE VALLEY:

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name  
\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name  
\_\_\_\_\_  
Title

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

P.O. Box 320  
22017 S.E. Wax Road, Suite 200  
Maple Valley, Washington 98038

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ESCROW BANK OR TRUST CO:

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name  
\_\_\_\_\_  
Title

Securities Authorized by City of Maple Valley (select one):

- Bills, certificates, notes or bonds of the United States;
- Other obligations of the United States or its agencies;
- Obligations of any corporation wholly-owned by the government of the United States;
- Indebtedness of the Federal National Mortgage Association; and
- Time deposits in commercial banks.

PLEASE RETURN THIS SIGNED AGREEMENT TO:

City of Maple Valley  
Attn: Finance Director  
(Phone 425-413-8800)  
P.O. Box 320  
Maple Valley, Washington 98038

**CITY OF MAPLE VALLEY  
PAYMENT BOND**

We, \_\_\_\_\_ (Principal) and \_\_\_\_\_ (Surety), a \_\_\_\_\_ corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound unto the City of Maple Valley, Washington (Contracting Agency), in the penal sum of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_), (Total Contract Amount) lawful money of the United States, for the payment of which sum well and truly to be made, on demand, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. This Payment Bond is provided to secure the payment and performance of Principal in connection with a contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Contracting Agency for a project entitled **Stormwater Pond Water Quality Retrofits**. The initial penal sum shall equal 100% of the Total Bid Price, including sales tax, as specified in the Bid Proposal submitted by Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, and shall pay all laborers, mechanics, subcontractors, and material persons, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or their part, the claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; the State of Washington with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due, and shall indemnify and save harmless the City of Maple Valley, Washington, their officers and agents from any claim for such payment, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Said Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the Work to be performed hereunder or to the Contract Documents accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or the Work or to the Contract Documents. Any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Bond in a like amount.

We agree to be bound by the laws of the State of Washington and to be subject to jurisdiction of the State of Washington. We further agree to venue in King County, Washington, for all demands, suits and actions of any kind initiated under this bond.

If Contracting Agency shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment, shall pay all costs and attorney's fees incurred by Contracting Agency in enforcement of its rights hereunder.

No right or action shall accrue on this bond to or for the use of any person or corporation other than Contracting Agency.

IN WITNESS WHEREOF, the said Principal and the said Surety have caused this bond and three (3) counterparts thereof to be signed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal: \_\_\_\_\_

ATTEST: (if Corporation)

By: \_\_\_\_\_  
*Signature of Authorized Official*

By \_\_\_\_\_  
*Signature*

Title: \_\_\_\_\_  
*Printed*

Title \_\_\_\_\_  
*Printed*

Surety: \_\_\_\_\_

*Name and address of local office/agent of Surety is:*

By: \_\_\_\_\_  
*Signature of Authorized Official*

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
*Attorney in Fact  
(Attach Power of Attorney)*

Approved As To Form:
City Attorney

*Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of 2016 WSDOT Standard Specifications.*

# SPECIAL PROVISIONS

City of Maple Valley Project S-10

2020 Stormwater Pond Water Quality Retrofits

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## 2020 STANDARD SPECIFICATIONS

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2020 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

All sections of the Standard Specifications applicable to any and all parts of this project shall govern, except as specifically modified in these Contract Documents and Special Provisions.

### PROCUREMENT OF STANDARD SPECIFICATIONS

Copies of the Standard Specifications may be obtained from the Washington State Department of Transportation (WSDOT). Contractor acknowledges receipt of a true and complete copy of the Standard Specifications.

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## INTRODUCTION TO THE SPECIAL PROVISIONS

*(August 14, 2013 APWA GSP)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2020 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)  
(April 1, 2013 WSDOT GSP)

(City GSP)

These Special Provisions *supplement, add new Sections, replace, or modify* the combined Standard Specifications and Amendments. For clarification of the purpose of the sections provided, these Special Provisions have the following added section descriptors:

*Supplement:* Text supplements, slightly modified, or adds clarification to the identified section of the Standard Specifications.

*New Section:* Item/specification is unique to this project and will not be found in the Standard Specifications.

*Replacement:* A replacement of the entire identified section or subsection of the Standard Specifications

*Modification:* A replacement of the identified sentences or paragraph of the Standard Specifications

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- *City of Maple Valley Standards as found in Ch. 12, 13, and 14 Maple Valley Municipal Code.*
- *City of Maple Valley Road Standards*

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

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## DIVISION 1 – GENERAL REQUIREMENTS

### 1-01 DEFINITIONS AND TERMS

#### 1-01.1 General

*(Special Provision)*

*Supplement*

The purpose of this contract is to retrofit the following existing stormwater facilities as detailed in the plans:

- Valley Green Div. II Tract B (D92161)
- Valley Green Div. II Tract C (D92162)
- Valley Green Div. I Tract D (D92098)
- Pleasant Acre Div. 2 Tract A (D92117) Elk Run Div. 3 (D95999)
- Witte Road and SE 272<sup>nd</sup> St. Pond (D99025)
- Sawyer Crest Div. 2 (D19995)

#### 1-01.3 Definitions

*(Special Provision)*

*Modification*

The definition for “Contracting Agency” is deleted and replaced with the following:

##### **Contracting Agency**

Agency of Government that is responsible for the execution and administration of the contract.  
Also means City of Maple Valley, Department of Public Works.

Supplement this Section with the following:

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

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

All references to “final contract voucher certification” shall be interpreted to mean the final payment form established by the Contracting Agency.

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency’s headquarters are located.

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

## **Dates**

### ***Bid Opening Date***

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

### ***Award Date***

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

### ***Contract Execution Date***

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

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

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

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

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

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

The date by which the work is contractually required to be physically completed. The Contract Completion Date will be stated in the Notice to Proceed. Revisions of this date will be authorized in writing by the Engineer whenever there is an extension to the contract time.

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

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

### ***Completion Date***

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

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

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

The following definitions are added to this section:

## **Additive**

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

**Alternate**

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

**Business Day**

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

**Change Order**

A document required by the Engineer which authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Agreement.

**City**

City of Maple Valley, Department of Public Works.

**Contract Bond**

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

**Contract Documents**

See definition for “Contract”.

**Contract Time**

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

**Notice of Award**

The written notice from the Contracting Agency to the successful bidder signifying the Contracting Agency’s acceptance of the bid.

**Notice to Proceed**

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

**Performance and Payment Bond**

The definition is the same as that provided for the term “Contract Bond.” If a bond is submitted, the Contractor will be required to submit a performance and payment bond on the City provided form within 10 days of receipt of Notice of Award.

**Traffic**

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

Section 1-01.3 is revised as follows:

Department	Department of Transportation shall instead mean the City of Maple Valley, Department of Public Works
Engineer	SWM/NPDES Program Manager, Halley Kimball, acting directly or through her authorized representatives.
Inspector	Resident Inspector, (to be appointed), acting directly or through his authorized representatives.
Owner & Contracting Agency (for City)	City of Maple Valley, Department of Public Works 22017 SE Wax Road, Suite 200, Maple Valley, WA 98038, acting through its legally constituted officials, officers, or employees.
Project Engineer	Resident Inspector, (to be appointed), acting directly or through his authorized representatives and/or DMP, Inc.
State	City of Maple Valley, acting through its representatives.

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

### **1-02.1 Prequalification of Bidders**

*(Special Provision)*

*Replacement*

Delete this Section and replace it with the following:

#### **1-02.1 Qualifications of Bidder**

Bidders shall be qualified by experience, financing, equipment, and organization to do the work called for in the Contract Documents. Contractor must have an active asbestos contractor certificate as provided in WAC 296-65-017. The City reserves the right to take whatever action it deems necessary to ascertain the ability of the Bidders to perform the work satisfactorily.

### **1-02.2 Plans and Specifications**

*(Special Provision)*

*Replacement*

Delete this section and replace it with the following:

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

#### **1-02.4(1) General**

*(Special Provision)*

*Supplement*

The following paragraph is inserted before the last paragraph of this section:

If a bidder, or Contractor, discovers any provision in the Plans, Specifications, or Contract which is contrary to or inconsistent with any law or regulation, such bidder or Contractor shall immediately report this discovery in writing to the Engineer.

### **1-02.5 Proposal Forms**

*(Special Provision)*

*Supplement*

The following is inserted at the end of this section:

The proposal invites bids on definite Plans and Specifications. Only the amounts and information asked for on the proposal form furnished will be considered as the bid. Each bidder shall bid upon the work exactly as specified and as provided on the proposal form.

**1-02.6 Preparation of Proposal**

*(Special Provision)*

*Modification*

Supplement the second paragraph with the following:

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

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

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

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

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

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

**1-02.9 Delivery of Proposal/Date of Opening Bids**

*(Special Provision)*

*Replacement*

Delete this section and replace it with the following:

Each proposal shall be submitted in a sealed envelope, with the Project Name and the address of bidders as stated in the Advertisement for Bids clearly marked on the outside of the envelope, or as otherwise stated in the Bid Documents, to ensure proper handling and delivery. Sealed bids will be received at 22017 SE Wax Road, Suite 200, Maple Valley, WA 98038, between 1:00pm and 1:30 pm on June 30, 2020. Bids will be opened and read aloud at 2:00pm (local time) on June 30, 2020 via a live video stream and concurrent conference call.

**1-02.10 Withdrawal or Revision of Proposal**

*(Special Provision)*

*Supplement*

The following is added at the end of the last paragraph of this section:

No oral or telephonic proposals or modifications will be considered.

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

*Modification*

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
  - h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit written documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
  - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the written documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - l. More than one proposal is submitted for the same project from a Bidder under the same or different names.

**1-02.14 Disqualification of Bidders**  
(March 25, 2009 APWA GSP)

*Replacement*

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if:

1. The Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
2. Evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or

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3. The Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
  4. An unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
  5. There is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
  6. The Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
  7. The Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
  8. The Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
  9. There are any other reasons deemed proper by the Contracting Agency; or
  10. The Bidder fails to meet the Project-specific supplemental bidder responsibility criteria listed in the Statement of Bidders Qualifications.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two lowest Bidders, if so requested by the Contracting Agency, must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all applicable responsibility criteria, including all documentation specifically listed in the supplemental criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility.

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

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

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## **1-03 AWARD AND EXECUTION OF CONTRACT**

### **1-03.1 Consideration of Bids**

*(Special Provision)*

*Replacement*

The first paragraph is deleted and replaced with the following:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, including sales taxes where applicable, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the Contract Bond.

### **1-03.2 Execution of Contract**

*(Special Provision)*

*Replacement*

This section is deleted in its entirety and replaced with the following:

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

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

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 14 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

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

*(City GSP)*

*Modification*

Revise the first paragraph to read:

The successful bidder shall provide both an executed Payment Bond and Performance Bond, each for the full contract amount. This contract bond shall:

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and

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- 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;
  4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency 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, material person, 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).
  7. Require that the Principal and Surety agree to be bound by the laws of the State of Washington and to be subject to jurisdiction of the State of Washington, and to further agree to venue in King County, Washington, for all demands, suits and actions of any kind initiated under the bond.

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

*(Special Provision)*

*Replacement*

The last sentence of this section is deleted and replaced with the following:

Such review, if any, shall be timely filed in the Superior Court of King County, Washington.

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

### **1-04.1 Intent of the Contract**

*(Special Provision)*

*Replacement*

This section is deleted in its entirety and replaced with the following:

It is the intent of the Contract Documents to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be furnished and provided whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not

specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the City, Contractor, or Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the Engineer, or any of the Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work.

If, during the performance of the Work, the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall so report to the Engineer or the Engineer's authorized assistant in writing at once and before proceeding with the Work affected. The Contractor thereby shall obtain a written interpretation or clarification from the Engineer.

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

*(City GSP)*

*Modification*

Revise the second paragraph to read:

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

1. Public Works Agreement executed by Contracting Agency and Contractor,
2. Addenda,
3. Proposal Form,
4. Special Provisions, including APWA General Special Provisions, if they are included,
5. Information and Checklist for Bidders,
6. Contract Plans,
7. Required Contract Provisions for Federal-Aid Construction Contracts (FHWA-1273),
8. Amendments to the Standard Specifications,
9. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
10. Contracting Agency's Standard Plans (if any), and
11. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

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

*(Special Provision)*

*Replacement*

This section is deleted in its entirety and replaced with the following:

No adjustments will be made to the unit price for increases or decreases in the quantity of work from the original bid quantities.

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

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

*(Special Provision)*

*Supplement*

## RECORD DRAWINGS

All survey information to be provided by the Contracting Agency is shown in the Plans.

The Contractor shall be required to maintain two identical sets of Record Drawing for the Contract on site during construction. The Contractor's superintendent or authorized representative shall update the documents with record information on a daily basis.

Record information shall include, but not be limited to the final location of all new materials incorporated into the work and all existing improvements encountered, such as water lines, underground power, telephone, fiber optic and gas lines with such dimension, depths, nature of composition and locations shown so as to be able to identify and locate the improvements in the field from the Control Centerline Stationing or other permanent structures that are to remain.

The record drawings shall be made accessible to the Engineer at all times. Record drawing markups shall be updated and reviewed with the Engineer periodically.

Record Drawings must be submitted to the Contracting Agency and approved prior to granting Physical Completion.

Record Drawings shall contain at the least, the following information:

1. Actual dimensions, arrangement and materials used when different than shown on Plans.
2. Changes made by Change Order or Field Order.
3. Changes made by the Contractor.
4. Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

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

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

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
- Additions - Red
- Deletions - Green

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- Comments - Blue
  - Dimensions - Graphite
  - Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
  - Date all entries.
  - Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

The Contractor shall be provided with one additional set of construction drawings for this purpose. At the end of the project, each record drawing shall be stamped and signed by the Contractor, attesting to the accuracy of the Drawing.

## **PAYMENT**

All costs associated with structure surveying, utility surveying and record drawings and cross sectioning as required by the Standard Specifications and these Special Provisions shall be measured and paid under the bid item “Surveying” per Lump Sum and no additional payment will be made. All survey information to be provided by the Contracting Agency is shown in the Plans.

### **1-05.7 Removal of Defective and Unauthorized Work**

*(October 1, 2005 APWA GSP)*

*Supplement*

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

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

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

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

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

### **1-05.10(1) One-Year Guarantee Period**

*(Special Provision)*

*Supplement*

Contractor shall be responsible for correcting all defects in workmanship and material within one year after Final Acceptance of this work by Owner. Contractor shall work to remedy such defect within 7 calendar days of written notice of discovery thereof by Owner, unless otherwise mutually agreed, and shall complete such work within the time stated in the notice. In emergencies, where damage may result from delay or where loss of services may result, such corrections may be made by Owner, in which case the cost shall be borne by Contractor. In the event Contractor does not accomplish corrections at the time specified. The work will be otherwise accomplished and the cost of same shall be paid by contractor.

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

Contractor shall annually review and document the successes or problems of the plantings and report to the Contracting Agency. If the plants do not survive during the year after Final Acceptance of the work, the contractor shall take remedial action including replacing the plants as indicated in the construction plans and with the approval of the Contracting Agency. No additional payments will be made to Contractor for replacing plants.

This guarantee is supplemental to and does not limit any other contractual remedies of Contracting Agency.

### **1-05.11 Final Inspection**

Delete this section and replace it with the following:

### **1-05.11 Final Inspections and Operational Testing**

*(October 1, 2005 APWA GSP)*

*Supplement*

#### **1-05.11(1) Substantial Completion Date**

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

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

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

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

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

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

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

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

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

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

*(March 25, 2009 APWA GSP)*

*Modification*

Revise the second paragraph to read:

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

#### **1-05.16 Water and Power**

*(October 1, 2005 APWA GSP)*

*New Section*

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

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

*New Section*

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

**1-05.18 Daily Construction Report**  
(Special Provision)

*New Section*

The Contractor and subcontractors shall maintain daily, a Daily Construction Report of the Work. The Diary must be kept and maintained by Contractor's designated project superintendent(s). Entries must be made on a daily basis and must accurately represent all of the project activities on each day. Provide signed copies of diary sheets for the previous week to Engineer at each Weekly Coordination Meeting.

Every single diary sheet/page must have:

- Project name & number;
- Consecutive numbering of pages, and
- Typed or printed name, signature, and date of the person making the entry.

At a minimum, the diary shall, for each day, have a separate entry detailing each of the following:

1. Day and date.
2. Weather conditions, including changes throughout the day.
3. Complete description of work accomplished during the day, with adequate references to the Plans and Contract Provisions so the reader can easily and accurately identify said work on the Plans. Identify location/description of photographs or videos taken that day.
4. Each and every changed condition, dispute or potential dispute, incident, accident, or occurrence of any nature whatsoever which might affect Contractor, Contracting Agency, or any third party in any manner.
5. List all materials received and stored on- or off-site by Contractor that day for future installation, including the manner of storage and protection of the same.
6. List materials installed that day.
7. List all subcontractors working on-site that day.
8. List the number of Contractor's employees working during each day, by category of employment.
9. List Contractor's equipment on the site that day; showing which were in use, and which idle.
10. Notations to explain inspections, testing, stake-out, and all other services furnished by Contracting Agency or other party during the day.
11. Verify the daily (including non-work days) inspection and maintenance of traffic control devices and condition of the traveled roadway surfaces.

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12. Any other information that serves to give an accurate and complete record of the nature, quantity, and quality of Contractor's progress on each day.
  13. Hours worked.
  14. Specific equipment and vehicle hours used, hours standby and hours worked for each employee

It is expressly agreed between Contractor and Contracting Agency that the Daily Diary maintained by Contractor shall be the "Contractor's Book of Original Entry" for the documentation of any potential claims or disputes that might arise during this Contract. Failure of Contractor to maintain this Diary in the manner described above will constitute a waiver of any such claims or disputes by Contractor.

All costs associated with the Daily Construction Report are considered incidental to and included in the various bid items.

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

### **1-06.1 Source of Materials**

*(Special Provision)*

*Replacement*

No source has been provided for any materials necessary for the construction of the work, other than those items specified herein to be provided by others (Contracting Agency and utilities).

The Contractor shall make arrangements to obtain the necessary materials at their own expense, and all costs of acquiring, producing, and placing this material in the finished work shall be included in the unit contract prices for the various bid items in this contract and no additional compensation shall be made.

If the sources of materials provided by the Contractor necessitate hauling over roads other than City streets, the Contractor shall, at his own cost and expense, make all arrangements for the use of the haul routes.

#### **“Or Equal” Provisions**

The responsibility and cost for furnishing necessary evidence, demonstrations, or other information required to obtain the approval of alternate materials or processes by the Owner shall be entirely borne by the Contractor.

### **1-06.7 Source of Water**

*(Special Provision)*

*New Section*

Existing water lines, meters, and hydrants on the Project are owned by “others.” The Contractor shall make all necessary arrangements for obtaining a water source, coordinating operations, and obtaining necessary use permits from the utility company, as may be required.

## **PAYMENT**

All costs associated with obtaining the water necessary for this Project shall be included in the various lump sum and unit prices bid.

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

### **1-07.1 Law to be Observed**

*(Special Provision)*

*Supplement*

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The Contractor and all subcontractors shall comply fully with the requirements of the following state laws, including all regulations issued pursuant to the authority contained in said state laws or statutes:

1. Environmental Pollution and Protection of Natural Resources: RCW 39.04.120, relating to Federal and State statutes and regulations relating to environmental pollution and protection of natural resources; See Municipal Research and Services Center of Washington Information Bulletin No. 360, published April, 1975, for a complete listing.
2. Contractor Registration: RCW 39.06.010 prohibits the City from entering into a contract with a contractor unless that contractor has met the registration and bonding requirements for a general or specialty contractor under Chapter 18.27 RCW. (Note: This requirement is in addition to and not related to the performance and payment bond and the bid proposal deposit requirements for municipal contracts.)
3. Prevailing Wages: Chapter 39.12 RCW. The prevailing wage scale refers to the prevailing wage scale for work in MAPLE VALLEY, Washington, and vicinity.

In case of a dispute which is related to prevailing rates of wages for work of a similar nature and if such dispute cannot be adjusted by the parties involved, the matter shall be referred to the appropriate public official in the Department of Labor and Industries for the State of Washington, or where otherwise required, the U.S. Department of Labor; and the decision of such public official shall be final, conclusive, and binding on all parties involved in the dispute.

The requirements pertaining to minimum wage rates on Public Works projects, within the State of Washington, set forth in Chapter 39.12 RCW as amended, and Chapter 296-127 Washington Administrative Code, shall be adhered to and are hereby made a part of these specifications.

No workman, laborer, or mechanic employed in the performance of any part of the contract work shall be paid less than the "prevailing rate of wage" as determined by the industrial statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this contract will be performed is by reference made a part of this contract as though fully set forth herein.

Current prevailing wage data will be furnished by the industrial statistician upon request. Please mail the request to: Department of Labor and Industries, Prevailing Wage Section, P.O. Box 44540, Olympia, Washington 98504-4540 (Telephone: (360) 902-5335).

The Contractor and each subcontractor, on or before the date of commencement of work, shall file a statement under oath with the Owner and with the director of the Department of Labor and Industries for the State of Washington, certifying the rate of hourly wage paid and to be paid to each classification of laborers, workmen, and mechanics employed on the project by the Contractor or subcontractor which shall not be less than the prevailing wage. Such statement and any supplemental statements which may be necessary shall include the contractor or subcontractor registration number, the number of workers in each trade classification, and shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries. All "affidavits of wages paid" must also include a list of all usual or "fringe" benefits paid, as well as the hourly wage rate. In addition, prior to payment of final retention monies, a statement of release must be obtained from the Department of Labor and Industries. Laborers, workmen, and

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mechanics employed upon this project shall be paid an hourly minimum rate of wages and fringe benefits not less than the rate of wages and fringe benefits then prevailing and specified in the list of prevailing wage rates furnished by the U.S. Department of Labor and the State of Washington Department of Labor and Industries hereby made a part of these specifications. Wherever there is a conflict between the rates so listed, the higher rate shall govern. Any fees or charges levied by the Washington State Department of Labor and Industries in conjunction with the aforementioned required statement and/or releases shall be the responsibility of the Contractor.

4. Nondiscrimination and Equal Opportunity Employment: Chapter 49.60 RCW prohibits discrimination and requires equal opportunity in employment. The Contractor agrees that it shall actively solicit the employment of minority group members. Contractor further agrees that it shall actively solicit bids for the subcontracting of goods and services from qualified minority businesses. Contractor shall furnish evidence of its compliance with these requirements of nondiscrimination and equal opportunity employment, both as to employees of Contractor and subcontractors. Contractor further agrees to consider the grant of subcontracts to minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses.

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sex, or the presence of any sensory, mental, or physical handicap all as defined in RCW 49.60.180. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, creed, color, sex, national origin, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of the nondiscrimination clause.
- B. 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 consideration for employment without regard to race, color, creed, national origin, sex, age, or the presence of any sensory, mental, or physical handicap as defined in RCW 49.60.180.
- C. If the project for which the proposal is being submitted is funded in whole or in part by federal funds, then the Contractor will comply with the federal nondiscrimination requirements contained in Section 109 of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964, title VIII of the Civil Rights Act of 1968, Executive Development Act of 1968, and Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.
5. Unemployment Compensation/Worker's Compensation: The Contractor and all subcontractors shall comply with all requirements and regulations of RCW Title 50 pertaining

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to unemployment compensation and to RCW Title 51 relating to worker's compensation, sometimes referred to as industrial insurance. The Contractor will be required to provide the Owner with the Industrial Insurance Account Numbers of all subcontractors performing work or providing services on the project.

6. General Compliance: The Contractor shall comply with the requirements of all other City ordinances, state statutes, laws, and regulations, whether or not stated herein, which are specifically applicable to the public improvements and work to be performed.
7. Anti Kick-Back: The Contractor and all subcontractors shall comply with the Copeland Anti Kick-Back Act and Regulations of the U.S. Department of Labor (29 SFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion, or repair of Public Works, to give up any part of the compensation to which such person is otherwise entitled. The Contractor or subcontractor shall report all suspected or reported violations to the appropriate agency.
8. Industrial Safety and Health Act - Hazardous Materials and Waste: All contractors and subcontractors shall comply with all of the requirements and regulations of Chapter 49.17 RCW (Washington Industrial Safety and Health Act), Chapter 296-62 Washington Administrative Code (Occupational Health Standards – Safety Standards for Carcinogens), and Chapter 49.26 RCW (Health and Safety – Asbestos, relating to chemicals, hazardous materials, and waste, and including establishment of a written comprehensive hazard communication plan, including information and training program for employees and material safety data sheets (MSDS)).

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

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

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

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

The Contractor shall always comply with all Federal, State, tribal or local laws, ordinances, and regulations that affect work under the contract.

**1-07.2 State Sales Tax**  
(Special Provision)

*Supplement*

The following is inserted at the end of this section:

The work on this contract will be performed upon non-State lands. The Contractor shall pay State sales tax in accordance with the provisions of Section 1-07.2(1) of the Standard Specifications.

**1-07.5(4) A Fugitive Dust**  
(Special Provision)

*New Section*

The Puget Sound Clean Air Agency and the City recognize that fugitive dust from construction projects can become an air pollution problem; both organizations share the goal of controlling fugitive dust emissions.

Fugitive Dust control planning represents a partnership between the City, the Contractor, its subcontractors and any other parties whose activities during the project may lead to the generation of fugitive dust. Such a partnership extends to legal responsibilities as well: all parties can be held liable for non-compliance and subsequent regulatory actions up to and, including monetary liabilities.

The Contractor shall incorporate a Fugitive Dust Control Plan (FDCP) as part of its Temporary Erosion and Sediment Control (TESC) Plan. The FDCP shall reflect conditions specific to the project site, the Contractor's operations, and the schedule of work. At a minimum, the Contractor shall develop FDCP in accordance with the Best Management Practices (BMPs) identified in the Associated General Contractors of Washington Education Foundation and Fugitive Dust Task Force pamphlet, "Guide To Handling Fugitive Dust From Construction Projects."

**1-07.6 Permits and Licenses**  
(Special Provision)

*Supplement*

The following has been identified as required for this project, and shall be filed or obtained by the Contractor:

The Contractor shall obtain all other necessary permits and shall furnish a copy of each permit to the Engineer upon request.

The Contractor shall furnish the Engineer with one copy of each permit issued for borrow, filling, or wasting material required for or generated by the contract work. The Contractor shall notify the Engineer in writing of the location of all borrow, filling and waste sites regardless of whether a permit is required.

The Contractor shall assure him/herself that all necessary permits are obtained and shall review any that were not obtained by him/her in order that he/she is familiar with the requirements of the permits. These permits and licenses, where required, shall be obtained at the Contractor's expense and no additional compensation will be allowed.

**1-07.14 Responsibility for Damage**  
(Special Provision)

*Replacement*

This section is deleted in its entirety and replaced with the following:

The Contractor shall protect, defend, indemnify, and save harmless the City, its officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter “claims”), arising out of or in any way resulting from acts or omissions, performance or failure to perform under this Contract by the Contractor’s officers, employees, agents, and/or subcontractors of all tiers, to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereinafter amended.

The Contractor’s obligations under this section shall include, but not be limited to:

1. The duty to promptly accept tender of defense and provide defense to the City at the Contractor's own expense.
2. The duty to indemnify and defend the City from any claim, demand, and/or cause of action brought by or on behalf of any of the Contractor’s employees, or agents and/or Contractor’s subcontractors of all tiers. The foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor’s immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the City with a full and complete indemnity and defense of claims made by the Contractor’s employees. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.
3. To the maximum extent permitted by law, the Contractor shall indemnify and defend the City from and be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such injury or damage is caused by negligence of the Contractor, its employees, or agents and/or Contractor’s subcontractors of all tiers or caused by the inherent nature of the work specified.

The City may, in its sole discretion, (1) withhold amounts sufficient to pay the amount of any claim for injury, and/or (2) pay any claim for injury of which the City may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this Contract.

An amount withheld will be held until the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim. In addition, the Contractor shall reimburse and otherwise be liable for claims costs incurred by the City, including, without limitation, costs for claims adjusting services, attorneys, engineering, and administration.

In the event the City incurs any judgment, award, and/or costs arising, including attorneys’ fees, from enforcing the provisions of this provision, all such fees, expenses, and costs shall be recoverable from the Contractor.

**1-07.16(1) Private/Public Property**  
(Special Provision)

*Supplement*

**Roadway Protection**

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

### **Damage and Claims**

Through the course of construction, privately owned improvements may in some instances be damaged. In the event such occurs, and claims for damages are filed by the individuals, the Owner will request that the Contractor give evidence that he has requested his insurance company to make personal contact with the claimee. Any settlement for insurance claims shall be strictly an act restricted to the claimee, the Contractor and his insurance company.

### **Payment**

No separate payment shall be made for providing road protection and/or restoration, settling claims, restoring property damaged by the Contractor. All work to complete these tasks shall be included in the various lump sum and unit prices bid.

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

*(Special Provision)*

*Supplement*

#### **Locate Existing Utilities**

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

The Contractor shall call the Utility Location Request Center (One Call Center), for field location, not less than 48 hours nor more than ten business days before the scheduled date for commencement of excavation which 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. 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 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.

The Contractor shall excavate around and under utilities with care. When required the Contractor shall support and maintain utility. If a utility conflict is identified, the Contractor shall contact the Engineer. The Contractor and City shall locate alternative locations for the improvements to be constructed. The Contractor shall obtain approval from the Engineer prior to installation.

The Contractor shall coordinate with franchise and public utilities in the undergrounding of utility systems and shall not cut, move, or reconnect, an existing utility unless specifically agreed to by the utility owner and the Contracting agency.

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

*(Special Provision)*

*Replacement*

The Contractor shall, before commencing work on said project, file with the City of Maple Valley a certified copy of the Commercial General Liability insurance policy in force at the start of construction and including the endorsement naming the City of Maple Valley and the Project Engineer as an additional named insured. All policies written on a “claims made” form shall provide coverage for the City of Maple Valley as additional named insured as to any and all claims, which may be filed at any time within three (3) years after acceptance of the project by the City of Maple Valley, arising out of the work performed under the contract. Unless otherwise specified, the Automobile Liability and Commercial General Liability insurance limits shall be per section 9 requirements of City of Maple Valley; Public Works Agreement. The Contractor shall name the City of Maple Valley and the Project Engineer as an additional insured and file with the City a certificate of insurance in a form acceptable to the City. The Contractor’s insurance policy shall require the insurer to mail 30-days written notice to the City of Maple Valley prior to any cancellation of the policy. Failure to obtain and maintain insurance coverage as herein required shall be a material breach of the contract.

Unless otherwise specified, the commercial general liability insurance coverage’s shall, as to the City of Maple Valley, be primary coverage. Contractor shall be solely responsible for any and all applicable deductibles.

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

*Supplement*

*Supplement*

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

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

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6. The Contractor shall provide the Contracting Agency and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
  7. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
  8. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.
  9. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
  10. 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.
  11. These provisions are supplemented to the requirements for insurance in the Owner's Public Works Agreement, Section 9, Insurance.

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

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

- The Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

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

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

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

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

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

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of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.

3. Any other amendatory endorsements to show the coverage required herein.

### **1-07.18(5) Coverages and Limits**

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

#### **1-07.18(5)A Commercial General Liability**

The Contractor's requirements herein are set forth in the Owner's Public Works Agreement, Section 9, Insurance.

#### **1-07.18(5)B Automobile Liability**

The Contractor's requirements herein are set forth in the Owner's Public Works Agreement, Section 9, Insurance.

#### **1-07.18(5)C Workers' Compensation**

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

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

The Contractor shall provide Excess or Umbrella Liability coverage at limits of \$2,000,000 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.

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

#### **1-07.18(5)G Pollution Liability**

The Contractor shall provide a 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:

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

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Such Pollution Liability policy shall provide the following minimum coverage:

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

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

*(Special Provision)*

*Supplement*

The Contractor shall at all times so conduct the work to ensure the least possible obstruction to traffic and inconvenience to the general public in the vicinity of the work and to ensure the protection of persons and property. No road or street shall be closed to the public except as permitted in these plans and specifications or with the permission of the Owner and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary interruption of service shall be allowed only with the permission of the individual utility owner.

The Maple Valley Police and Fire Departments or King County Sheriff shall be notified at least four (4) hours in advance of any actions by the Contractor which may affect the functions of either the City Police Department or City Fire Department.

Maple Valley Police (8:00 am – 5:00 pm)	425-413-5758
King County Sheriff Precinct #3	206-296-3883
Maple Valley Fire and Life Safety	425-432-0200

The Contractor shall conduct its work and take preventative measures so that dust or other particulate matter in the project area shall not become objectionable to the adjacent property owners or general public. Should the Owner determine the Contractor is not fulfilling its obligation in this regard; the Owner reserves the right to take such action as may be necessary to remedy the objectionable condition and to charge the Contractor with any cost that may be incurred in such remedial action. All work shall be carried on with due regard for the safety of the public. No driveway, whether public, commercial, or private, may be closed without prior approval of the Owner unless written authority has been given to the affected property owner. The Contractor shall be responsible for notifying the affected property owners 24 hours in advance of schedule interruptions to access.

### **1-07.24 Rights of Way**

*(Special Provision)*

*Replacement*

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

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

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

Whenever any of the work is accomplished on or through property other than public right of way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements

may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

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

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

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

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

Add the following new section:

### **1-08.0 Preliminary Matters**

*(May 25, 2006 APWA GSP)*

*New Section*

#### **1-08.0(1) Preconstruction Conference**

*(October 10, 2008 APWA GSP)*

*Supplement*

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and

6. To discuss such other related items as may be pertinent to the work.

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

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

### **1-08.0(2) Hours of Work**

*(Special Provision)*

*Supplement*

Except in the case of emergency or unless otherwise approved by the Contracting Agency, 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 with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00 a.m. or after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer for permission to work such times. Permission to work longer than an 8-hour period between 7:00 a.m. and 6:00 p.m. is not required. Such requests shall be submitted to the Engineer no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to: requiring the Engineer or such assistants as the Engineer may deem necessary to be present during the work; requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency employees who worked during such times, on non Federal aid projects; considering the work performed on Saturdays, Sundays, and holidays as working days with regards to the contract time; and considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period. Assistants may include, but are not limited to, survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.

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

*(May 25, 2006 APWA GSP)*

*New Section*

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

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

### **1-08.1 Subcontracting**

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*(Special Provision)*

*Supplement*

The following is inserted at the end of this section:

Prior to any subcontractor or agent beginning work on this project, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any agent to the subcontractor has been executed.

A subcontractor or an agent to the subcontractor will not be permitted to perform any work under the contract until the Request to Sublet Work (Form 421-012) has been completed and submitted to the Engineer.

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

**1-08.1(B) Affidavits of Amounts Paid**

*(Special Provision)*

*New Section*

Upon completion of all work and as a condition precedent to final payment, the Contractor shall submit a final Affidavit of Amounts Paid, identifying amounts actually paid and amounts owed to each subcontracting firm for performance under the Contract. Failure to submit such affidavits may result in withholding of payments or the final payment.

Site Visits: The City may, at any time, visit the site of the work and the Contractor's office to review records related to actual utilization of and payments to subcontracting firms. The Contractor shall maintain sufficient records necessary to enable the City to review utilization of subcontracting firms. The Contractor shall provide every assistance requested by the City during such visits.

**1-08.3 Progress Schedule**

*(Special Provision)*

*Supplement*

Prior to starting construction, the Contractor shall furnish the Owner with a construction program, indicating thereon the proposed schedule and method of processing the work. The Contractor shall submit a detailed cost breakdown of all lump sum bid items prior to receiving payment for any of these bid items. Prior to starting construction, the Contractor shall also furnish the Owner with;

- Traffic Control Plan
- SPCC Plan
- COVID Exposure Control, Mitigation, and Recovery Plan and Job Hazard Analysis as required by King County.

All plans must be approved by the Owner prior to commencing any construction operations.

The Contractor is cautioned that utilities (above and below ground) shall be relocated, adjusted to grade, protected, etc. "by others" employed by the Owner's and non-city utility companies, during the course of this Project. The Contractor shall anticipate this work and schedule his work crews accordingly. Where

necessary, the Contractor shall coordinate, mobilize, remobilize, relocate his crews, etc. to accommodate this work “by others.” The Contractor shall assume that these utilities will not be constructed and/or relocated to meet the Contractor’s optimum schedule and resources. Where work cannot be performed due to conflicts with these utilities, a temporary suspension of work may be allowed to facilitate completion of this work “by others.” Such suspension shall not be reason for a monetary claim by the Contractor, but shall be reviewed and accessed for the Contractor’s convenience. Consideration for approval by the Owner will be based on the work in progress, work remaining, schedule, etc. However, the Contractor shall relocate his crews and pursue construction of other project elements. Block outs in the finished work or construction gaps shall be provided where necessary to work around these facilities until final relocation or installation of new facilities (including removal of facilities to be abandoned as required) takes place. The Contractor shall bid this project accordingly as no additional monies shall be due the Contractor for leaving gaps, buckouts, or block outs, mobilizing, remobilizing, relocation of work crews, reprioritizing the remaining work items, coordination, constructing missing facilities (block or buck outs) after these utilities have been relocated, etc. The Contractor shall anticipate this type of work, as described herein and bid and construct the project accordingly.

The Contractor shall coordinate any work “by others” which will affect his production, schedule, mobilization and demobilization efforts.

**1-08.3(1)A Weekly Coordination Meeting**  
(Special Provision)

*New Section*

A coordination meeting will be held each week on site or in the Engineer’s conference room (City Public Works or Job Site Trailer) to discuss the work schedule. The Contractor shall make a presentation of interim and updated schedules to the Engineer, to provide an overview of the project’s schedule and provide an opportunity to discuss items of coordination. Consideration of materials, crews, and equipment shall be addressed to ascertain their respective availability. The meeting shall identify actions necessary to provide adherence to the Schedule.

**1-08.4 Prosecution of Work**

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

**1-08.4 Notice to Proceed and Prosecution of Work**  
(Special Provisions)

*Replacement*

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

**1-08.5 Time For Completion**  
(Special Provisions)

*Modification*

Revise the third and fourth paragraphs to read:

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

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

Revise the sixth paragraph to read:

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

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

### **1-08.7 Maintenance During Suspension**

*(October 1, 2005 APWA GSP)*

*Supplement*

At no expense to the Contracting Agency, the Contractor shall provide through the construction area a safe, smooth, and unobstructed roadway, sidewalk, and path for public use during suspension (as required in Section 1-07.23 or the Special Provisions). This may include a temporary road or detour.

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

*(Special Provision)*

*Supplement*

The following is added to the end of the fourth paragraph:

Upon notice of Substantial Completion, the Contractor shall complete all remaining work within thirty (30) working days or the within the remaining contract days on the project whichever is longer. If any work remains after forty (40) working days or the within the remaining contract days on the project whichever is longer, liquidated damages of \$500 per calendar day will be assessed. Upon request by the Engineer, the Contractor shall furnish a written schedule for completing the physical work on the Contract.

## **1-09 MEASUREMENT AND PAYMENT**

### **1-09.2 Weighing Equipment**

*(Special Provision)*

*Supplement*

Commercially operated scales shall be used for all weighing operations. The Contractor shall not collect tickets; the Owner shall collect all trip tickets from truck operators. The Contractor shall coordinate same.

### **1-09.7 Mobilization**

*(Special Provision)*

*Supplement*

The following is inserted at the end of the first paragraph:

Mobilization shall include, but are not limited to, the following items:

1. The movement of the Contractor's personnel, equipment, supplies, and incidentals to the project site;
2. The establishment of his/her office, buildings, and other facilities necessary for work on the project;
3. Providing sanitary facilities for the Contractor's personnel;
4. Obtaining permits or licenses required to complete the project not furnished by the City; and
5. Installing 6-foot tall temporary protective fencing with gates around perimeter of the project site.
6. Other work and operations which must be performed or costs that must be incurred.

*The second paragraph is deleted and replaced with the following:*

The amount due the Contractor under the contract for mobilization will be paid on a lump sum basis.

### **1-09.6 Force Account**

*(October 10, 2008 APWA GSP)*

*Supplement*

Section 1-09.6 shall be supplemented with the following:

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

## **1-09.9 PAYMENTS**

*(City GSP)*

*Supplement*

Each voucher claim submitted by Contractor shall state that the prevailing wages have been paid in accordance with the statements of Intent to Pay Prevailing Wages on file with the City. Contractor shall submit the Contracting Agency Tax Identification Number.

Vouchers are paid on the Tuesday following the second and fourth Monday of each month, following City Council Approval. Invoices must be received at least ten (10) days prior to the approved date.

### **1-09.9 (1) Retainage**

*(City GSP)*

*Supplement*

The Contractor may submit a bond for all or any portion of the contract retainage in a form acceptable to the Contracting Agency and from a bond company meeting the same standards as established for the Performance and Payment Bonds. The Contracting Agency will accept a bond meeting these requirements unless the Contracting Agency demonstrates good cause for refusing to accept it. Such a bond and any proceeds therefrom is subject to all claims and liens and in the same manner and priority as set for retained percentages in RCW 60.28. The Contracting Agency will release the bonded portion of the retained funds to the Contractor within 60 days of accepting the bond from the Contractor. Whenever the Contracting Agency accepts a bond in lieu of retained funds from the Contractor, the Contractor must accept like bonds from any subcontractors or suppliers from which the Contractor has retained funds. The Contractor must then release the fund retained from the Subcontractors or suppliers to the Subcontractors or suppliers within thirty (30) days of accepting the bond from Subcontractors or supplier.

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

### **1-10.1 General**

*(Special Provisions)*

*Supplement*

The Contractor, incidental to the contract bid items, shall provide such barricades, lights, temporary pavement striping, signs, and other devices and shall erect and maintain all barricades, lights, guards, standard construction signs, warning signs, and detour signs and place any temporary pavement striping as 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 affected by such operations.

**The Contractor shall prepare a Traffic Control Plan (TCP) showing the necessary construction signing and barricades required ONLY for those sites specified on the plans and submit it to the City of Maple Valley for review and approval at least one week in advance of the commencement of work.**

All work shall be carried on with due regard for the safety of the public. Open excavations shall be protected with barricades of a type that can be seen at a reasonable distance, and at night all utility excavations shall be closed. Barricades, warning signs, lights, temporary signals, flaggers, and other protective devices to be furnished and used by the Contractor in directing, controlling, and safeguarding traffic shall conform with the current Manual on Uniform Traffic Control Devices for Street and Highways published by the U.S Department of Transportation, Federal Highway Administration. Certified flaggers shall be provided as required by the TCP to coordinate local traffic within and adjacent to the project area. All equipment,

reflective vests, and other apparel used by flaggers shall be supplied by the Contractor and the costs thereof shall be incidental to the contract bid items.

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

*(Special Provision)*

*Supplement*

The Contractor shall prepare a project specific Traffic Control Plan (TCP) and submit it at the Preconstruction Meeting for review. The Contractor is alerted that no work affecting traffic operations, including clear zones, may be performed until the TCP is approved. The TCP Submittal shall also include necessary phasing and sequencing diagrams to clarify the proposed order of work and work zones.

Note: The Contractor is reminded that at a minimum, they must comply with all pedestrian and other access rules as described in the Standard Specifications, the MUTCD, and the *Public Right of Way Accessibility Guidelines* (PROWAG).

### **1-10.3(3) Construction Signs**

*(Special Provision)*

*Supplement*

All signs shall utilize materials, and be fabricated in accordance with, Section 9-28.

If it is necessary to add weight to signs for stability, only a bag of sand that will rupture on impact shall be used without additional compensation. The bag of sand shall: (1) be furnished by the Contractor, (2) have a maximum weight of 40 pounds, and (3) be suspended no more than 1-foot from the ground.

The condition of the signs shall be new or “Acceptable” conditions. The Engineer’s decision on the condition of a sign shall be final.

Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the Owner deems to be unacceptable while their use is required on the project, shall be replaced by the Contractor without additional compensation.

Temporary barricades shall be provided along the project corridor, in adequate number, to restrict on-street parking. The temporary barricades shall clearly indicate the date and time on which on-street parking shall be restricted. The temporary barricades shall be placed 3-days prior to the anticipated work date.

### **1-10.5 Payment**

*(Special Provisions)*

*Replacement*

Traffic Control has not been included as a bid item. All costs associated with Traffic Control as required by the Engineer or the Standard Specifications shall be considered incidental to the various bid items and no additional compensation shall be considered.

## **END OF DIVISION 1**

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## DIVISION 2 – EARTHWORK

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

#### 2-01.1 DESCRIPTION

*(Special Provision)*

*Supplement*

Clearing and Grubbing shall be to the limits established by the Plans, as staked by the Contractor and as approved by the Project Engineer. These clearing limits shall generally be one-foot (1') beyond the catch slopes, retaining wall, or limits of construction. The Contractor shall verify prior to bidding the extent to which clearing and grubbing will be required.

The definition of "Clearing" shall be modified for this project to include the removal of trees. The removal of all trees within the clearing limits shall be considered **incidental** to the Lump Sum for each plan sheet and included in the contract bid prices for bid items 1 through 18 in the bid proposal.

The Contractor shall install international orange construction fence for protection of those trees identified on the Plans and where directed by the Project Engineer. Fence shall remain in place until all construction is completed. The costs associated with providing and maintaining the orange construction fences shall be **incidental** to the Lump Sum for each plan sheet and included in the contract bid prices for bid items 1 through 18 in the bid proposal.

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

*(Special Provisions)*

*Replacement*

The third paragraph is deleted and replaced by the following:

The Contractor shall dispose of all debris by Disposal Method No. 2—Waste Site, described below.

#### 2-01.2(2) Disposal Method No. 2 – Waste Site

*(Special Provision)*

*Supplement*

Disposal of excess or excavated materials must be made at a King County Solid Waste facility. The Contractor shall make his or her own arrangements for disposing at the waste site, which may include an approved decant facility in accordance with Section 2-03.3(7)C of the Standard Specifications. All costs associated with disposing at the waste site shall be considered **incidental** to the Lump Sum for each plan sheet and included in the contract bid prices for the applicable bid items 1 through 18 in the bid proposal and no additional payment will be made.

#### 2-01.3 Construction Requirements

##### 2-01.3(4) Roadside Cleanup

*(Special Provision)*

*Supplement*

Work which may become necessary under this section shall be considered **incidental** to and included in the cost of other items in the Contract and no additional compensation shall be made.

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**2-01.5 Payment**  
(*Special Provisions*)

*Replacement*

Payment shall be made for the following bid item(s):

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

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

**2-02.1 Description**  
(*Special Provision*)

*Supplement*

The following is added at the end of this section:

Removal of items contained in this section or in other sections of the Special Provisions and not identified with a pay item shall be considered as incidental to the construction, and the costs thereof shall be included in other bid items of the contract.

**2-02.3 Construction Requirements**  
(*Special Provisions*)

*Replacement*

The first paragraph is deleted and replaced by the following:

With certain exceptions, the Contractor shall raze, remove, and dispose of all buildings, structures, fences and other obstructions within the abatement areas depicted on the plans. The exceptions are utility-owned equipment and any other items the Contracting Agency may direct the Contractor to leave intact.

**2-04 HAUL**

**2-04.1 Description**  
(*Special Provision*)

*Replacement*

This work shall consist of transporting excavated material and/or debris from its original site to its final resting place on the project or at a waste site. All costs and expense involved in haul will be considered incidental to the various bid items of the project and no additional compensation will be made.

**2-04.4 Measurement**

This section is deleted in its entirety.

**2-04.5 Payment**

This section is deleted in its entirety.

**2-07 WATERING**

**2-07.1 Description***(Special Provision)**Supplement*

Water shall be acquired and placed in compliance with Section 2-07 of the Standard Specifications except as modified herein.

Water may be obtained from Covington Water District or Cedar River Water District hydrants. The Contractor will be required to pay a deposit for rental of a hydrant meter and backflow prevention assembly from the District and pay for all water used on the project at the rates in effect at the time of bidding.

**2-07.4 Measurement**

This section is deleted in its entirety.

**2-07.5 Payment***(Special Provision)**Replacement*

Watering has not been included as a bid item. All costs associated with Watering as required by the Engineer or the Standard Specifications shall be considered incidental to the various bid items and no additional compensation shall be considered.

**2-10 POND EXCAVATION***(Special Provision)**New Section***2-10.5 Payment**

Payment shall be made for the following bid item(s):

Disposal of excess or excavated materials must be made at a King County Solid Waste facility. The Contractor shall make his or her own arrangements for disposing at the waste site, which may include an approved decant facility in accordance with Section 2-03.3(7)C of the Standard Specifications. All costs associated with disposing at the waste site shall be considered for each plan sheet and included in the contract bid prices for bid item 7 in the bid proposal and no additional payment will be made.

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

**END OF DIVISION 2**

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## DIVISION 7 – DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS AND CONDUITS

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

### 7-04 STORM SEWERS

#### 7-04.2 Materials

*(Special Provision)*

*Supplement*

Storm Drain Pipe as specified on the Plans.

#### 7-04.5 Payment

*(Special Provision)*

*Supplement*

Payment shall be made for the following bid item(s):

The pipe anchors, special backfill trench plugs (cutoff walls), seepage collars, and backfill (import, placement and compaction) shall be considered **incidental** to the Lump Sum bid for each plan sheet and included in the contract bid prices for the applicable bid items 1 through 18 in the bid proposal.

The contract bid prices above, including all incidental work, shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the work as defined on the Plans, in the Standard Specifications, and these Special Provisions.

### 7-05 MANHOLES, INLETS, CATCH BASINS AND DRYWELLS

#### 7-05.2 Materials

*(Special Provision)*

*Supplement*

All catch basin grates shall be vaned grates unless otherwise specified.

#### 7-05.3 Construction Requirements

*(Special Provision)*

*Supplement*

Catch basins and other structures shall be adjusted to an elevation at which the highest points of the frame and cover are from 0 inches to ½ inch below the finished grade.

All connections to catch basins shall be made water tight, per this section of the Standard Specifications.

Where connecting to existing drainage structures the contractor shall cut a hole in the existing structure to allow diameter of pipe penetration plus 1" clearance, extend pipe into structure to match interior wall to extent feasible. Grout annular space between structure wall and sidewall of pipe with a quick setting, non-shrink grout. Finish interior surface by troweling and rubbing to provide a smooth transition between pipe barrel and the wall of the structure.

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**7-05.5 Payment**  
(Special Provision)

*Supplement*

Temporary dewatering efforts (including sand bags, drainage pipe, pumps, and anything required to bypass water around for the placement of the proposed structures), the debris cage, outlet slot, separation fabric, and import and placement of rock lining and rip rap shall be considered **incidental** to and included in the Lump Sum bid for each plan sheet and included in the contract bid prices for the applicable bid items 1 through 18 in the bid proposal.

The contract bid prices above, including all incidental work, shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the work as defined on the Plans, in the Standard Specifications, and these Special Provisions.

**END OF DIVISION 7**

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## DIVISION 8 – MISCELLANEOUS CONSTRUCTION

### 8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

#### 8-01.3(1) General (Special Provision)

*Supplement*

The Contractor shall install and maintain all temporary and permanent erosion control measures and Best Management Practices (BMP's) in accordance with the Plans, Standard Specifications, Special Provisions, permit conditions, or as directed by the Engineer prior to clearing, grubbing, or grading or as necessary as clearing and grading progress. The Contractor shall have a Certified Erosion Sediment Control Lead (CESCL) person on site during construction. An Erosion Control Plan will be necessary to obtain a Right-Of-Way Use Permit. **The Contractor shall provide erosion control as required for material stockpiled within the project limits at no cost to the City.** The Engineer, in the event of an emergency, and as weather and field conditions dictate, may require additional erosion controls and BMPs.

#### **Removal of Temporary Erosion Control and BMPs**

The Contractor shall remove all temporary erosion and sediment control BMP's within ten (10) days after final slope stabilization is achieved or after the temporary BMP's are no longer needed. Trapped sediment shall be removed or stabilized on-site. Disturbed soil resulting from removal of temporary erosion control measures and BMP's shall also be permanently stabilized. Removal shall be considered **incidental** to the Lump Sum bid for each plan sheet and included in the contract bid prices for the applicable bid items 1 through 18 in the bid proposal.

#### **Temporary Reinforced Silt Fencing**

Temporary silt fencing shall also meet the following requirements:

The Contractor is fully responsible to install, maintain, and remove temporary silt fencing. The silt fence shall prevent soil, silt, and sediment carried by runoff water from going beneath, through, or over the top of the silt fence, but shall allow the water without soil, silt, or sediment to pass through. The filter fabric shall be supported with 14 gauge galvanized welded wire mesh. Damaged and or otherwise improperly functioning portions of silt fencing shall be repaired or replaced by the Contractor at no cost to the City.

When joints are necessary, "Construction Geotextile for Temporary Silt Fence" shall be spliced together only at a support post, with a minimum of 6-inch overlap, with both ends securely fastened to the post. The geotextile will not be stapled to support posts, existing posts, or trees. Any sediment deposits remaining after the silt fence has been removed shall be immediately dressed to conform to the existing grades, and the area prepared for restoration.

Sediment deposits shall be removed as directed by the Engineer, or when the deposit reaches one-half the height of the silt fence. All costs associated with maintaining temporary BMP's, including silt fence, shall be considered **incidental** to the Lump Sum bid for each plan sheet and included in the contract bid prices for the applicable bid items 1 through 18 in the bid proposal.

#### **Wet Weather**

The Contractor shall monitor weather conditions throughout the project and schedule all work during dry weather. The Contractor shall limit their work to one site where pond cell excavation is required. If rain is expected while bare soils are exposed within pond cells, exposed soil shall be covered by clear plastic sheeting.

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## **8-01.3(2) Seeding, Fertilizing, and Mulching**

### **8-01.3(2)A Preparation for Final Application**

*(Special Provision)*

*Supplement*

#### **Seed Bed Preparation**

All disturbed areas, which are not otherwise restored, shall be seeded. All areas to be seeded shall be raked or similarly treated so as to provide a smooth, consistent, friable surface, acceptable for seeding as determined by the Engineer.

All areas to be seeded shall be free of all visible clods, rocks and debris measuring one inch or larger in any dimension. Any exposed tree roots in cut slopes shall be cut neatly and protected. All costs involved in seed bed preparation shall be included in the square yard price for "*Seeding and Fertilizing*"

### **8-01.3(2)B Seeding and Fertilizing**

*(Special Provision)*

*Supplement*

The hydroseeding method of application shall be used. A slurry consisting of seed, fertilizer, mulch and water shall be uniformly applied over all unpaved disturbed areas, except planted areas per Plans, within easements and right-of-way unless directed otherwise. Seed shall be applied at a rate as indicated on Sheet C2 of the Contract Plans.

### **8-01.3(5) Placing Plastic Covering**

*(Special Provision)*

*Supplement*

#### **Clear Plastic Covering**

Clear plastic covering shall be placed on slopes and disturbed areas that cannot be prepared and seeded during the specific seeding periods in accordance with Section 8-01.3(4) of the Standard Specifications. Clear plastic covering may be required on slopes and disturbed areas that are prepared and seeded just prior to fall rains or other potential erosive conditions. When the clear plastic covering is used on unseeded slopes it shall be left in place until the next seeding period.

#### **Black Plastic Covering**

Black plastic covering shall be used for stockpiles or other areas where vegetative growth is unwanted.

The cover shall be maintained tightly in place by using sandbags or tires or ropes in a 10-foot, maximum, grid. All seams shall be taped or weighted down, full length. A minimum overlap of 12 inches is required.

#### **Removing Plastic Covering**

Clear plastic covering shall be removed when directed by the Engineer. On unseeded areas it shall be removed outside a specified seeding period.

### **8-01.3(8) Street Cleaning**

*(Special Provision)*

*Supplement*

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The following is inserted at the end of this section:

The Contractor shall provide for cleaning all paved surfaces which have become dirty as a result of the execution of this project. This shall be done at the completion of each day's activities or more often if so directed by the Engineer. Street sweepers shall be the only acceptable method used to clean. Flushing shall not be used.

Payment for street cleaning is considered incidental to the contract and as such included in the various bid items, and therefore no separate payment will be made.

**8-01.3(16) Removal**

*(Special Provision)*

*Supplement*

**Removing Erosion I Water Pollution Control BMPs**

The Contractor shall remove all Erosion and Water Pollution Control BMPs within twenty (20) days after final slope stabilization, landscape restoration, or after the BMPs are no longer needed. Trapped sediment shall be removed or stabilized on site

**8-01.3(17) Maintenance**

*(Special Provision)*

*Supplement*

**Protection and Care of Seeded Areas**

Maintenance shall begin immediately following seeding operations and shall extend for a minimum of ten weeks or longer as needed to establish a uniformly, healthy, thick stand of grass. Seeded areas shall be watered as necessary for healthy growth. All costs involved in the maintenance and establishment of seeded areas shall be included in the square yard price for "*Seeding and Fertilizing.*" Any areas damaged by erosion or the Contractor's operations shall be immediately repaired by the Contractor, at the Contractor's cost.

**8-01.3(18) Dust and Mud Control**

*(Special Provision)*

*New Section*

The Contractor shall be responsible for controlling dust and mud within the project limits as well as on all streets used in the execution of this contract. The Contractor shall be prepared to furnish and use street sweepers, and any other pieces of equipment necessary to render the project site free of dust and the streets free of all dust, mud, debris, and foreign materials. Any damage caused by dust and/or mud accumulation on the streets or in the storm sewer system shall be the sole responsibility of the Contractor.

Payment for dust and mud control is considered incidental to the contract and as such included in the various bid items, and therefore no separate payment will be made.

**8-01.4 Measurement**

*(Special Provision)*

*Supplement*

Biodegradable erosion blanket – Jute mesh will be measured by the square yard along the ground slope line of the surface area covered and accepted.

**8-01.5 Payment**

*(Special Provision)*

*Replacement*

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The contract price for *Temporary Erosion Control Plan* shall be considered full compensation for furnishing all tools, equipment, labor, materials and supplies necessary to accomplish the work as specified herein and as directed by the Engineer.

All street sweeping and cleaning shall be **incidental** to and included in the lump sum contract price for *Temporary Erosion Control Plan*. The Storm Water Pollution Prevention Plan (SWPPP), Filter Fabric Fence, Straw Wattles, CB – Inlet Protection and any other best management practice shown on the plan or deemed necessary during construction shall be **incidental** to the Lump Sum bid for each plan sheet and included in the contract bid prices for the applicable bid items 1 through 18 in the bid proposal

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

## **8-02 RESTORATION**

### **8-02.5 Payment** (Special Provision)

*Replacement*

Hydroseed seeding, trees and shrubs (including one year maintenance & bond), crushed surfacing top course and replacement or seeding, and miscellaneous grading and cleanup to restore the site to its original condition and as shown on the Plans shall be **incidental** to the Lump Sum bid for each plan sheet and included in the contract bid prices for the applicable bid items 1 through 18 in the bid proposal

The contract bid prices above, including all incidental work, shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the work as defined on the Plans, in the Standard Specifications, and these Special Provisions.

## **8-15 RIPRAP**

### **8-15.5 Payment**

Installation of quarry spalls, per Section 9-13.1 as shown the Plans shall be **incidental** to the Lump Sum bid for each plan sheet and included in the contract bid prices for the applicable bid items 1 through 17 in the bid proposal

## **8-26 LOW PERMEABILITY LINERS** (Special Provision)

*New Section*

### **8-26.3 Construction Requirements**

Specifications for low permeability liners are provided on Sheet C3 of the contract plans. These liners shall be installed where indicated on the plans.

#### **8-26.3(1) Submittals**

Prior to construction the Contractor shall submit selection of liner type, including the information for the liner types below:

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Compacted Till Liner:

- Soil gradation

Geomembrane Liner:

- AOS per ASTM method D4751
- Water Permittivity per ASTM method D4491
- Grab Tensile Strength per ASTM method D4632
- Grab Failure Strength per ASTM method D4632
- Seam Breaking Strength per ASTM method D4632
- Puncture Resistance per ASTM method D6241
- Tear Strength per ASTM method D4533
- UV Radiation Stability per ASTM method D4355

### 8-26.5 Payment

Installation of low permeability and treatment liners as shown the Plans shall be **incidental** to the Lump Sum bid for each plan sheet and included in the contract bid prices bid items 17 in the bid proposal.

**END OF DIVISION 8**