

INTRODUCTION TO THE SPECIAL PROVISIONS

The following Special Provisions, which include applicable Amendments to the Standard Specifications, shall be used in conjunction with the 2014 Standard Specifications for Road, Bridge and Municipal Construction, as issued by the Washington State Department of Transportation and American Public Works Association, Washington State Chapter, hereinafter referred to as the "Standard Specifications".

The Standard Specifications, except as they may be modified or superseded by these Special Provisions, shall govern all phases of work under this contract, and they are by reference made an integral part of these specifications and contract as if herein fully set forth.

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
- *King County Road Standards – 2007*.
- *City of Federal Way Public Works Development Standards*

These publications are incorporated in this contract by this reference as if set forth herein in full. The Contractor's attention is called to the fact that said publications contain general conditions to this contract as well as construction details. The Contractor shall obtain copies of these publications, at Contractor's own expense.

DESCRIPTION OF WORK

The Work to be performed under this Contract consists of furnishing materials, tools, labor, and other work or items incidental thereto (excepting any materials, equipment, utilities or service, if any, specified herein to be furnished by the Owner or others), and performing all Work as required by the Contract in accordance with the Contract Documents, all of which are made a part hereof. This project provides for the construction, sequencing and traffic control of improvements to certain streets, shoulders and sidewalks in multiple locations within the City of Federal Way as listed below and in the following pages.

The project includes, but is not limited to the furnishing, installation, and removal of pre-cast, block, and extruded traffic curb, furnishing and installation of CSTC and HMA, installation and removal of Speed Humps, Speed Tables, and Raised Crosswalks, removal and installation of pedestrian refuge islands with detectable warning strips, removal and installation of concrete sidewalks, curb and gutter, and ADA accessible curb ramps with detectable warning strips as detailed, and all items necessary to complete the work described in the contract documents.

Work will be conducted periodically throughout the City at dates and locations yet to be determined. Work items and their locations will be detailed in work-orders submitted by City Staff to the Contractor. City Staff will advise the Contractor of upcoming work orders 14 calendar days or more ahead of issuing the work order. The Contractor will have 30 calendar days to complete the work described in the work-order. Under rare circumstances, if a large amount of work is included in a work-order the Engineer may extend the 30-day completion period at their discretion.

Each work-order will include work items to be completed within a small limited area so that all work items are completed within a 6-block radius of each other. The intent is to minimize mobilization for

the Contractor and essentially create one work site for each work order. Months may pass where the City does not issue a work-order and it is rare that more than one work order will be issued in any given month. Typical months of work will be March to October as weather allows.

The Contractor shall not open any new crosswalks to the public at any location that has a two-way left-turn lane until the installation of Specialty Signs, Poles, Bases, and all facilities are completely operational. The Contractor shall install methods of closure of the crossings and maintain the closure of the crossings until crossings are fully operational.

DIVISION 1 GENERAL REQUIREMENTS

The General Requirements shall be as outlined in the 2014 WSDOT/APWA Standard Specifications, together with the APWA Supplement (Division 1-99), except as modified by these Special Provisions.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(July 23, 2015 APWA GSP)

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.

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for "Contract".

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

Work-Order

A specific list of work items and locations to perform the work items issued by the City to the Contractor.

1-02 BID PROCEDURES AND CONDITIONS**1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.5 Proposal Forms

*(*****)*

Delete this section and replace it with the following:

The Proposal Form will identify and describe the potential work items. It will also list units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit

prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

1-02.6 Preparation of Proposal

(June 27, 2011 APWA GSP)

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.

The City Of Federal Way invites bids on the form enclosed to be submitted at such time and place as is stated in the Request for Quotes.

ALL BLANKS IN THE PROPOSAL FORMS MUST BE APPROPRIATELY FILLED IN AND ALL PRICES MUST BE STATED IN LEGIBLE FIGURES.

Bids or proposals shall be addressed as follows:

Purchasing Office
City of Federal Way
33325 8th Avenue South
Federal Way, WA 98003-6325

The envelope shall be plainly marked "2016-2017 Neighborhood Traffic Safety".

Proposal envelopes sent by mail shall be further sealed in another envelope, addressed as above.

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

(August 15, 2012 APWA GSP, Option A)

Delete this section and replace it with the following:

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

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids.

1-02.12 Public Opening of Proposals

(May 4, 2012 APWA GSP)

Delete this section and replace it with the following:

Proposals will be opened and publicly read at the time indicated in the Call for Bids, after the deadline(s) for submitting all elements of the Bid Proposal including DBE Written Confirmation Documents and/or Good Faith Effort Documentation, unless the Bid opening has been delayed or canceled. Bidders, their authorized agents, and other interested parties are invited to be present.

1-02.13 Irregular Proposals

(March 13, 2012 APWA GSP)

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 Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the 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 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 8, 2013 APWA GSP, Option B)

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet the following Supplemental Criteria:

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

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

3. **Subcontractor Responsibility**
 - A. Criterion: The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.

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

4. **Prevailing Wages**

- A. Criterion: The Bidder shall not have a record of prevailing wage violations as determined by WA Labor & Industries in the five years prior to the bid submittal date, that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of all prevailing wage violations in the five years prior to the bid submittal date, along with an explanation of each violation and how it was resolved. The Contracting Agency will evaluate these explanations and the resolution of each complaint to determine whether the violation demonstrate a pattern of failing to pay its workers prevailing wages as required.

5. **Claims Against Retainage and Bonds**

- A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
- Name of project
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

6. **Public Bidding Crime**

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

7. **Termination for Cause / Termination for Default**

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

8. **Lawsuits**

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

As evidence that the Bidder meets the mandatory and supplemental responsibility criteria stated above, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets all of the mandatory and supplemental criteria together with supporting documentation including but not limited to that detailed above (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all mandatory and supplemental responsibility 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 Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may (but is not required to) consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data

from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

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

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

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

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

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

1.3 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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

Within 5 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 5 calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 5 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be

separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

1-04 SCOPE OF WORK

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

(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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

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

1-04.6 Variation in Estimated Quantities

Section 1-04.6 is supplemented with the following:

Section 1-04.6 of the Standard Specifications shall apply except that payment of any one item shall be at the appropriate unit contract price bid, regardless of whether the total quantity increases or decreases by more than twenty-five percent (25%).

1-05 CONTROL OF WORK

1-05.1(A) Determination of "Or Equivalent" (*****)

NEW SECTION

The Engineer will be the sole judge in the question of "or equivalent" of any supplies or materials proposed by the Contractor. The Contractor shall pay to the Owner the cost of tests and evaluation by the Engineer to determine acceptability of alternates proposed by the Contractor, in accordance with the established rates of the Engineer for time and expense work, the total cost of which may be offset by the Owner against the Contract price.

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

Supplement this section with the following:

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

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

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

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

*(*****)*

The Contractor shall physically complete all work items of a work order within 30 calendar days from the issuance of the work order so that all work items within the work order are ready for inspection. When the Contractor considers all work items for an individual work-order physically complete and ready for final inspection, the Contractor by written notice or email, shall request the Engineer to schedule a final inspection. The Engineer or his representative will then make a final inspection and the Engineer will notify the Contractor in writing or by email 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 or emailed notice listing the deficiencies, the Engineer may, upon written or emailed 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 or by email, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the work order, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.12(1) One-Year Guarantee Period

(March 8, 2013 APWA GSP)

NEW SECTION

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

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

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

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

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices
(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

(*****)

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will 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 APWA 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.

1-06 CONTROL OF MATERIAL

1-06.1(4) Fabrication Inspection Expense

(June 27, 2011 AWPA GSP)

Delete this section in its entirety.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

The Contractor is responsible for paying all applicable sales tax. All unit prices shall include assume payment in full for all applicable services, including sales tax.

1-07.5 Environmental Regulations

Section 1-07.5 is supplemented with the following:

In addition to the requirements of Section 1-07.5 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, County and City environmental provisions of law including, but not limited to, the following:

City of Federal Way: Zoning Code and Noise Ordinance

King County: Ordinance No. 1488
Resolution No. 18801
Resolution No. 25789

Puget Sound Air Pollution Control Agency: Regulation No. 1
Resolution No. 194

The above environmental provisions are incorporated into this contract by this reference as if set forth herein in full. Copies of the City of Federal Way Provisions are available for perusal at the Public Works Department.

The Contractor shall be liable for the payment of all fines and penalties resulting from failure to comply with the federal, state, and local pollution control regulations.

1-07.5(5) Archaeological and Historic Preservation New Section

(*****)

The Contractor shall notify the Engineer if any artifacts, skeletal remains, or other archaeological resources (as defined under RCW 27.53.040) are unearthed during excavation or otherwise discovered on the construction site. If ordered by the Engineer, the Contractor shall immediately suspend any construction activity which, in the opinion of the Engineer, would be in violation of RCW 27.53. Suspension of the work shall remain in effect until the Engineer has obtained permission to proceed from the State Historic Preservation Officer.

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

The Contractor shall procure at his own expense all permits and licenses which are necessary and incidental to his operation in the performance of the work and give all notices required by such permits and licenses. A copy of each permit and license shall be furnished to the Engineer upon request.

The Contractor shall be required to have a valid Owner business license and shall provide proof of same prior to execution of the contract.

1-07.9 Wages

Section 1-07.9 is supplemented with the following:

The Washington State prevailing wage rates published by the Department of Labor and Industries and the Davis-Bacon wage rates for the State of Washington will be incorporated into each contract as applicable.

When a public works project is subject to the provisions of the Washington State public works law and the Federal Davis-Bacon and related acts, the Contractor and every subcontractor on that project must pay at least the Washington State prevailing wage rates, if they are higher than the federal prevailing wage rates for the project.

The Owner has included a schedule of the applicable Department of Labor and Industries published Washington State prevailing wage rates in the contract documents (Appendix C). The Contractor must do the same with contracts with all subcontractors (WAC 296-127-011).

Bidders should be aware that the wage rates to apply during the entire contract period are those in effect on the day of bid opening unless the contract is not awarded within six months of this date.

For bidding purposes each bidder shall be responsible for supplying himself with the appropriate wage rates.

1-07.15 Temporary Water Pollution/Erosion Control

Section 1-07.15 is supplemented with the following:

Temporary water pollution/erosion control work shall be performed as directed by the Engineer, as necessary to protect the project site and surrounding area, per this section of the Standard Specifications.

All costs for temporary water pollution/erosion control work shall be incidental to other items of the contract, and no separate payment will be made.

1-07.16 Protection and Restoration of Property

1-07.16(1) Private/Public Property

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

The Contractor shall protect private or public property on or in the vicinity of the work site. He shall ensure that it is not removed, damaged, destroyed, or prevented from being used unless the contract so specifies.

The Contractor shall not trespass upon private property and shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from his operations in completing this Work. He shall comply with the laws and regulations of the Owner, County, and State and Federal governments, relating to the safety of persons and property, and will be held responsible for and required to make good any injury or damage to persons or property caused by carelessness or neglect on the part of the Contractor or subcontractor(s), or any agent or employee of either during the progress of the Work and until its final acceptance.

Property includes land, utilities, trees, landscaping, improvements legally on the right-of-way, markers, monuments, buildings, structures, pipe, conduit, sewer or water lines, signs, and other property of all description whether shown on the Plans or not.

If the Engineer requests in writing, or if otherwise necessary, the Contractor shall at his expense install protection, acceptable to the Engineer, for property such as that listed in the previous paragraph. The Contractor is responsible for locating all property that is subject to damage by his operation.

If the Contractor (or his agents/employees) damage, destroy, or interfere with the use of such property, he shall restore it to original condition at his expense. He shall also halt any interference with the property's use. The Engineer may have such property restored by other means and subtract the cost from money that will be or is due the Contractor if he refuses or does not respond immediately.

The Contractor shall restore to a condition equal to the original condition improvements such as pavements, driveways, gravel shoulders, ditches, culverts, curb, curb and gutter, sidewalks, fences, pavement markings, mailboxes, traffic signs, traffic signal loops, landscaping, public and private utilities etc., which are damaged or removed (and not indicated to be removed) during construction, whether shown on the plans or not.

All existing survey monuments and property corner markers shall be protected from movement by the Contractor. All existing markers and/or monuments that must be removed for construction purposes are to be referenced by survey ties and then replaced by a professional land surveyor registered in the State of Washington. All existing property corner markers disturbed or removed by the Contractor's operations which, in the opinion of the Engineer, were not required to be removed for construction purposes shall be replaced at the Contractor's own expense by a Professional Land Surveyor registered in the State of Washington. Any of these monuments damaged must be reset to second order, first class specifications.

Sprinkler irrigation systems found to encroach within the limits of improvements shall be modified as necessary to ensure satisfactory operation upon completion of the improvements. This work will include, but not be limited to, cutting and capping existing pipe, relocating existing risers and sprinkler heads new pipe heads and connections, and testing of the system. All work shall be done in conformance to acceptable standards. This shall be incidental to the contract.

The Contractor shall contact the owners of any ditches, irrigation lines and appurtenances which interfere with the Work. The Contractor shall be liable for any damage due to irrigation facilities damaged by his operations and shall repair such damaged facilities to an "equal or better than" original condition.

1-07.16(2) Vegetation Protection and Restoration

Delete the fourth paragraph and replace it with the following:

If due to, or for any other reason related to the Contractor's operation, any tree, shrub, ground cover or herbaceous vegetation is destroyed, seriously damaged, or disfigured, that was not ordered removed, the Contractor shall replace it with approved nursery stock of the same species. In addition to replacement, the Contractor will be assessed any appropriate liquidated damages for trees as described below. The assessment will be deducted from monies due the Contractor.

For non-merchantable timber, the Contractor will be assessed liquidated damages of \$10 for each inch of difference in circumference when a replacement tree is smaller than the original.

For merchantable timber, the Contractor will be assessed liquidated damages of either \$10 for each circumferential inch or the estimated market value delivered to a mill, whichever is the larger amount.

The Engineer will measure circumference twelve inches (12") above ground level. The replanting shall be according to Section 8-02 and during the first fall or spring planting period after damage, or as the Engineer directs.

It may be necessary to trim trees or bushes in order to have the necessary clearance for planning and paving equipment on streets that are to be overlaid. Any costs for trimming of trees or bushes required for the construction of the overlay will be considered incidental to the contract.

1-07.16(3) Fences, Mailboxes, Incidentals

Section 1-07.16(3) is supplemented with the following:

The Contractor shall maintain at his expense any temporary fencing to preserve livestock, crops, or property when working through or by private property. He is liable for all damages if he does not comply with this requirement.

When it is necessary to temporarily move existing mail or paper boxes, their usefulness shall not be impaired. The boxes shall be reinstalled at the original location or at locations ordered by the Engineer. New supports or boxes will not be required unless damaged by the Contractor. Any damage caused by the Contractor shall be at his expense for replacement or repairs.

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

The Contractor shall protect from damage private and public utilities, including telephone and telegraph lines, power lines, sewer and water lines, railroad tracks and appurtenances, highway lighting and signal systems, and similar facilities.

Underground utilities of record will not be shown on the construction Plans. The Owner assumes no responsibility for improper locations or failure to show utility locations on the Plans.

Attention is directed to the possible existence of underground facilities which are not shown in the Plans. This requirement does not excuse the Contractor from its duty to examine in detail all plans of water, gas, telephone, electric power and combined sewerage utilities available with utility owners as required above.

The location of existing underground utilities, as shown on the plans, is approximate only, and the Contractor shall be responsible for determining their exact location. The Contractor shall check with the utility companies concerning any possible conflict prior to commencing excavation in any area, as not all utilities may be shown on the plans.

The Contractor shall call the Utility Location Request Center (One Call Center) for field location, not less than two or 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. The telephone number for the One Call Center for this project is 1-800-424-5555.

The Contractor is also warned that there may be utilities on the project that are not part of the One Call System. They must be contacted directly by the Contractor for locations.

The Contractor shall be responsible for any breakage of utilities or services resulting from his operations, and shall hold the Owner and its agents harmless from any claims resulting from disruption of or damages to same.

The Contractor shall be entirely responsible for coordination with the utility companies and arranging for the movement or adjustment, either temporary or permanent, of their facilities within the project limits. See Section 1-05.14 of these Special Provisions.

When the facility owner is responsible for removing or relocating the facilities, it is anticipated that this will be accomplished in advance of construction. If the Contractor notes the presence of any such facility, he shall immediately notify the Engineer in writing.

The right is reserved to the Owner and the owners of facilities, or their authorized agents, to enter upon the right-of-way for the purpose of making changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs. The Contractor shall cooperate with forces engaged in this work and shall conduct his operations in such a manner to avoid any unnecessary delay or hindrance to the work being performed by other forces. Wherever necessary, the Contractor's work shall be coordinated with the rearrangement of utility or other facilities, and the Contractor shall make arrangements with the owner of the facilities for the coordination of the work.

When the relocation of these facilities are necessary to accommodate the Work, the Engineer will provide for the relocations of these facilities by other forces, or the relocations shall be performed by the Contractor pursuant to written authorization and will be paid for by applicable unit prices, agreed price, or as force account.

All other costs incurred as a result of performance of the Contractor's obligations in this section shall be incidental to the contract and included in the unit prices.

No additional compensation will be made to the Contractor for reason of delay caused by the actions of any utility company and the Contractor shall consider such costs to be incidental to the other items of the contract.

Contractor warrants and represents that it has personally, or through its employees and/or subcontractors, examined the right-of-way areas subject to this agreement and that it is knowledgeable of specific locations for water, gas, telephone, electric power and combined sewerage utilities within such rights-of-way. Contractor further warrants and represents that it has also examined in detail plans of such utilities provided to it by the Owner and affected utility companies or entities.

Contractor also warrants and represents that it is fully aware of the statutory provisions contained in RCW 19.122.010 through .900, that it has read and fully understands the same, and that it will comply with the requirements of these provisions which are incorporated by reference herein. Contractor agrees that it shall be an "excavation" as defined under RCW Chapter 19.122 and that such utilities constitute underground facilities. The parties agree that remedies affected under RCW Chapter 19.122 are also incorporated by reference herein. Any cost to the Contractor as a result of this law shall be at the Contractor's expense.

Contractor also agrees that it shall fully comply with Sections 1-07.16 and 1-07.17 relating to Protection and Restoration of Property, Utilities and similar facilities, and public liability and property damage insurance provisions of the Standard Specifications as supplemented by these Special Provisions.

1-07.18 Public Liability and Property Damage Insurance

Section 1-07.18 is supplemented with the following:

The Contractor shall obtain and keep in force during the term of construction and throughout the specified term of maintenance, public liability and property damage insurance. This insurance shall provide coverage for the Contractor and all Subcontractors performing work on projects under Owner contract or authorized by Owner permit, as well as provide coverage for the Owner for the limits specified. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the Contractor, the Subcontractor, or by anyone directly or indirectly employed by any of the parties involved.

The minimum policy limits of such insurance shall be as listed on the Certificate of Insurance included in the Bid Documents section of these Contract Provisions.

The insurance must have reference to project name, project location, and contain a brief description of the project. THE CITY OF FEDERAL WAY, ITS ELECTED AND/OR APPOINTED OFFICIALS, ITS EMPLOYEES, AND AGENTS MUST BE THE NAMED INSURED, CO-INSURED, OR ADDITIONAL INSURED insofar as the work and obligations performed under City contract or by City permit is concerned.

1-07.23 Public Convenience and Safety

Section 1-07.23 is supplemented with the following:

The Contractor shall maintain the roads during construction in a suitable condition to not adversely affect vehicular traffic. All costs to maintain the roads shall be borne by the Contractor.

If operations of the Contractor are shown to significantly impede traffic flow during peak hours of traffic, the Engineer shall have the authority to restrict the Contractor to time of operation on the street.

If the Contractor requires delays or limited term street closure beyond that provided for herein, he shall request in writing the approval of the Engineer a minimum of five (5) working days in advance of the anticipated delay or closure. Such request shall state the reason, the location, the time and date, and the duration of the required delay or closure.

The Contractor shall maintain convenient access for local traffic and pedestrians to driveways, houses, and buildings along the line of work. Such access shall be maintained as near as possible to that which existed prior to the commencement of construction. The Contractor shall notify all property owners and tenants of street and alley closures, or other restrictions which may interfere with their access. Notification shall be at least forty-eight (48) hours in advance, and shall include placing notification signs within the affected areas, and delivering notices to all property owners and tenants. Work involved with the distribution of notices to all of the property owners will be considered incidental to the contract.

The Contractor shall notify the local refuse/recycling collection service, transit services, school district, postal service, fire and police departments in writing before the beginning of operations, and provide a schedule of activities along with the associated time line, so that these agencies may reroute their vehicles around the construction zone. If rerouting is not possible, as determined by these agencies/services, the Contractor shall provide reasonable access through the construction zone at all times.

Inconvenience caused by equipment or materials across driveways and sidewalks shall be kept to a minimum by restoring the serviceability of the drive or sidewalk as soon as possible. Before blocking driveways, the Contractor shall notify the property owner. The Contractor shall replace or repair any damage done to driveways to not less than the condition existing prior to the Contractor's work.

Unless otherwise indicated in the Plans, on-street parking areas will be allowed to be utilized by the Contractor for work and storage areas, pending notification of the users and approval by the Engineer, two (2) working days in advance.

When patching pavement or placing new pavement, the Contractor shall replace the ultimate full depth asphalt concrete pavement section excluding overlay, the same day as the pavement removal.

At the end of each working day, provisions shall be made for the safe passage of traffic during non-working hours. It shall be the Contractor's responsibility to provide all necessary warning signs, lights, barricades, etc., as specified.

All unattended excavation shall be properly barricaded and covered at all times. All open trenching or street cuts must be filled with material as detailed below before leaving the job at the completion of each work shift.

Immediately upon request by the Engineer, the Contractor shall place, in the amounts designated, any asphalt concrete pavement, cold plant mix, crushed surfacing and/or gravel base deemed necessary by the Engineer to maintain the above required accessibility of all streets, road approaches, street connections, driveways, etc. If the Contractor fails to comply as above specified, the Engineer will order the work done by others and deduct the cost thereof from any monies due or to become due to the Contractor. The Contractor shall be reimbursed for these materials at the applicable unit contract prices.

The Owner shall not be held liable for any claims resulting from accidents or damages caused by the Contractor's failure to comply with traffic and public safety regulations during the construction period.

The Contractor shall be solely responsible for the safety, efficiency and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from the failure or improper maintenance use or operation. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during 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 construction site. The Contractor shall comply with the safety standards and provisions of applicable laws, building and construction codes, and the safety regulations set forth in "Safety Standards for Construction" and "General Safety Standards" published in effect at the time of call for bids. These publications may be obtained from the Department of Labor and Industries, Olympia, Washington. The Contractor shall also comply with the safety standard provisions set forth in the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America.

The Contractor agrees to defend, indemnify and hold harmless to the CITY OF FEDERAL WAY, its officers, employees, and agents from any and all claims, actions, judgments, losses, costs (including reasonable attorney fees) and damages whatsoever; including workman's compensation claims or any other claims arising by reason of accident, injury, or death caused to persons including Contractor's employees, agents and subcontractors, employees and agents involving property of any kind, or arising out of, in connection with, or incident to the work of, this contract to the extent of any City negligence, except upon a finding by a trier of fact that it was caused by the sole negligence of the CITY OF FEDERAL WAY. The Contractor agrees to waive its immunity which may otherwise exist under the Title 51 RCW relating to industrial insurance. The parties agree that the indemnification requirements provided herein extend to attorney's fees and costs of establishing the right to indemnification in favor of the CITY OF FEDERAL WAY.

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

In order to protect the lives and health of employees performing work under the Contract, the Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions and amendments thereto; the provisions of the Washington Industrial Safety Act of 1973 (WISHA); and the regulations of the State of Washington Department of Labor and Industries Division of Industrial Safety and Health. The WISHA regulations shall apply to all excavation, trenching and ditching operations. In case of conflict, the more stringent regulations shall apply.

1-07.23(1) Construction Under Traffic

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

Revise the second paragraph to read:

To disrupt public traffic as little as possible, the Contractor shall permit traffic to pass through the work with the least possible inconvenience or delay. The Contractor shall maintain existing roads, streets, sidewalks, and paths within the project limits, keeping them open, and in good,

clean, safe condition at all times. Deficiencies caused by the Contractor's operations shall be repaired at the Contractor's expense. Deficiencies not caused by the Contractor's operations shall be repaired by the Contractor when directed by the Engineer, at the Contracting Agency's expense. The Contractor shall also maintain roads, streets, sidewalks, and paths adjacent to the project limits when affected by the Contractor's operations. Snow and ice control will be performed by the Contracting Agency on all projects. Cleanup of snow and ice control debris will be at the Contracting Agency's expense. The Contractor shall perform the following:

1. Remove or repair any condition resulting from the work that might impede traffic or create a hazard.
2. Keep existing traffic signal and highway lighting systems in operation as the work proceeds. (The Contracting Agency will continue the route maintenance on such system.)
3. Maintain the striping on the roadway at the Contracting Agency's expense. The Contractor shall be responsible for scheduling when to renew striping, subject to the approval of the Engineer. When the scope of the project does not require work on the roadway, the Contracting Agency will be responsible for maintaining the striping.
4. Maintain existing permanent signing. Repair of signs will be at the Contracting Agency's expense, except those damaged due to the Contractor's operations.
5. Keep drainage structures clean to allow for free flow of water. Cleaning of existing drainage structures will be at the Contracting Agency's expense when approved by the Engineer, except when flow is impaired due to the Contractor's operations.

(January 2, 2012)

Work Zone Clear Zone

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

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

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

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

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

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

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

(August 7, 2006)

Lane closures are subject to the following restrictions (not allowed):

Location	Type	From	To
Arterial or Collector Streets	One lane closure	8:30 am	3:30 pm
Residential Streets	One lane closure	7:00 am	4:00 pm

All work outside the time listed in the above tables, must have all lanes open to traffic.

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

No lane closures will be allowed on a holiday or holiday weekend, or after 12:00 PM (noon) on a day prior to a holiday or holiday weekend. Holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend.

(February 14, 2005 NWR)

Signs and Traffic Control Devices

All signs and traffic control devices for the permitted closures shall only be installed during the specified hours. Construction signs, if placed earlier than the specified hours of closure, shall be turned or covered so as not to be visible to motorists.

Hours of Darkness

The Contractor shall, at no additional cost to the Contracting Agency, make all arrangements for operations during hours of darkness. Flagger stations shall be illuminated using a minimum 150-watt floodlight.

Lighting used for nighttime work shall, whenever possible, be directed away from, or shielded from, residences and oncoming traffic.

1-07.23(2) Construction and Maintenance of Detours

(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

Unless otherwise approved, the Contractor shall maintain two-way traffic during construction. The Contractor shall build, maintain in a safe condition, keep open to traffic, and remove when no longer needed:

1. Detours and detour bridges that will accommodate traffic diverted from the roadway, bridge, sidewalk, or path during construction,
2. Detour crossings of intersecting highway, and
3. Temporary approaches.

Supplement with the following:

At least one (1) lane of traffic in each direction shall be maintained on all roadways within the project limits at all times. If the usable roadway is not sufficient to safely accommodate two-way traffic, the Contractor shall adequately maintain one-way traffic. Wherever one-way traffic is in effect, the distance shall not be in excess of six hundred feet (600') or as otherwise set forth in writing by the Engineer. Two-way traffic must be maintained during all non-construction working hours, except as approved by the Engineer in advance.

For arterials - A maximum of one driveway may be closed at any one time, and then for as short a duration as possible. No driveway shall be closed over night or over a weekend. At least one driveway shall be maintained into and out of sites adjacent to the project. All drop-offs exposed to traffic shall be protected in accordance with Section 1-07.23(1) of the Standard Specifications. Any modification to these requirements must be approved by the Engineer prior to commencement of any work. Sequential arrow boards shall be used for work on arterials and shall be incidental to other contract bid items.

A written request, along with a detailed detour plan shall be submitted to the Engineer for approval, a minimum of ten (10) days prior to any road closures.

All costs for constructing and maintaining detours shall be borne by the Contractor.

1-07.24 Rights of Way
(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

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

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

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in

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

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

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

1-07.29 Road Maintenance

NEW SECTION

(*****)

The Contractor shall be responsible for controlling dust and mud within the project limits, and all streets used by the Contractor during the execution of this contract shall be maintained in a clean condition. The Contractor shall be prepared to use watering trucks equipped with high velocity water jets and low-head sprinkling devices, power sweepers, and any other pieces of equipment necessary to render the streets free of all 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.

Watering trucks may be used on paved streets with an adequate storm drainage system. Watering trucks shall not be used on streets where, in the opinion of the Engineer, mud is created, causing a nuisance. Where water flushing is not allowed, street sweepers (not power brooms) shall be used.

The Contractor shall provide for sweeping, or flushing all surfaced roadways at a minimum upon completion of each day's activities. Equipment required for this operation shall be on the job site or available at all times. Failure to have this equipment on the job site or available will necessitate a shutdown of the project.

The Contractor shall cover all loads if in the determination of the Engineer haul of project materials is posing a road maintenance and/or potential safety problem.

Should daily removal be insufficient to keep the streets clean, the Contractor shall perform removal operations on a more frequent basis. If the Engineer determines that a more frequent cleaning is impractical or if the Contractor fails to keep the streets free from deposits and debris resulting from

the work, the Contractor shall, upon order of the Engineer, provide facilities for and remove all clay or other deposits from the tires or between wheels before trucks or other equipment will be allowed to travel over paved streets.

Should the Contractor fail or refuse to clean the streets in question or the trucks or equipment in question, the Engineer may order the work suspended at the Contractor's risk until compliance with the Contractor's obligation is assured, or the Engineer may order the streets in question cleaned by others and such costs incurred by the Owner in achieving compliance with these Contract requirements, including cleaning of the streets, shall be deducted from monies due or to become due the Contractor on monthly estimate. The Contractor shall have no claim for delay or additional costs should the Engineer choose to suspend the Contractor's work until compliance is achieved.

All costs in connection with the above work, including labor, materials, tools and equipment, shall be considered as incidental to the construction and payment thereof shall be included in the unit contract prices of other bid items.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters

NEW SECTION

(May 25, 2006 APWA GSP)

1-08.0(1) Preconstruction Conference

NEW SECTION

(October 10, 2008 APWA GSP)

(*****)

Prior to the Contractor beginning the work or individual work orders, a preconstruction conference may be held if deemed necessary by the City between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

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

1-08.0(2) Hours of Work

Section 1-08.0(2) is supplemented with the following:

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Work will be restricted to the hours between 7:00 a.m. and 3:30 p.m., unless otherwise approved by the Engineer. Work on high-volume arterial or collector streets may be restricted to 8:30 a.m. to 3:30 p.m. No work shall be allowed within the right-of-way on Saturdays, Sundays, or holidays, unless otherwise authorized by the Engineer. There will be no additional compensation for night 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:

- The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.
- On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times.
- Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
- 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.

The Owner reserves the right to vary the previous stated times. Actual times may vary depending upon location and type of construction. Exact times and/or restrictions will be established during the preconstruction conference, after discussions with the Contractor regarding his proposed schedule. Recognized holidays shall be as follows:

First day of January, third Monday of January, third Monday of February, last Monday of May, fourth day of July, first Monday of September, 11th day of November, Fourth Thursday in November and day immediately following, 25th day of December, and any day so designated by the Chief Executive of the State of Washington or by the Owner for their employees, as a legal holiday. When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday will be a legal holiday for the City Employees.

1-08.4 Prosecution of Work

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

(*****)

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 and complete the work assigned in each work-order within 30 calendar days following the issuance of a work-order by the City.

1-08.5 Time for Completion

(*****)

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

Contract time for each Work-Order shall begin on the calendar day following the issue date of the Work-Order.

The Contractor shall commence and physically complete the work assigned in each work-order within 30 calendar days following the issuance of a work-order by the City. The Engineer may extend the time period if deemed necessary by the amount of work included in the work-order.

The Engineer will give the Contractor written notice in the work-order of the Physical Completion Date for all work included in the work-order.

1-08.9 Liquidated Damages

(August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

When the Contract Work for each work order has progressed to Physical Completion as defined in the Contract and passed Final Inspection, the Engineer may determine that the work order is Substantially Complete. The Engineer will notify the Contractor in writing or email of the Substantial Completion Date. For overruns in Contract time occurring after the 30 calendar days for physical completion, the formula for liquidated damages shown above will apply. For overruns in Contract time occurring after the Physical Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-09.0 MEASUREMENT AND PAYMENT

1-09.2(1) General Requirements for Weighing Equipment

(December 8, 2014 APWA GSP, Option 2)

Revise item 4 of the fifth paragraph to read:

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

1-09.9 Payments

(*****)

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

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

No progress payments will be made for 30-day work-orders. Work-Orders with 30-day completion time frames will be invoiced by the Contractor after the work is physically complete.

Progress payments may be allowed by the Engineer if the number of calendar days to complete the work-order is extended by the Engineer beyond 30-days if the Engineer deems it necessary due to a large amount of work included in the work-order.

1-09.13 Claims Resolution

1-09.13(3) Claims \$250,000 or Less

(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

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

1-09.13(3)A Administration of Arbitration

(October 1, 2005 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters are located. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

1-10.0 TEMPORARY TRAFFIC CONTROL

Section 1-10.0 is supplemented with the following:

Traffic control and maintenance for the safety of the traveling public on this project shall be the sole responsibility of the Contractor and all methods and equipment used will be subject to the approval of the Owner.

1-10.1 General

Section 1-10.1 is supplemented with the following:

The Contractor shall provide traffic control plans to the City of Federal Way for review and approval a minimum of five (5) working days prior to implementation. These plans shall supplement Construction Staging Plans. The plans as provided by the Contractor shall include and not be limited to the following information:

- Minimum lane widths provided for vehicular travel.
- Turn pocket length, gap and tapers in conformance with the City of Federal Way Standard Details DWG 3-19A, and WSDOT Standard Plans.

On Arterial and Collector streets (3 lanes or more), the Contractor shall maintain at least one lane of traffic in each direction at all times unless otherwise approved by the Engineer.

The Contractor shall provide flaggers, signs, and other traffic control devices not otherwise specified as being furnished by the Contracting Agency. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

1-10.2 Traffic Control Management

1-10.2(2) Traffic Control Plans

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

The Contractor shall submit a Signing and Traffic Control Plan (TCP) for each schedule, showing all locations for construction signs, flaggers, and other traffic control devices, lane widths, tapers, and temporary channelization, required for the project. The TCPs shall be submitted to the Engineer for approval, a minimum of seven (7) days prior to beginning any work on the project.

The Contractor shall include in the TCP; special plans for traffic control and routing, hours of work, signing and a construction sequencing plan, for the overlay and pavement patching on all arterials.

NO WORK SHALL BE PERMITTED WITHOUT A TCP APPROVED BY THE ENGINEER. The approved TCP shall be on-site at all times and failure to obtain and adequately implement an approved TCP shall be the cause for immediate action by the Engineer. Said action may include but shall not be limited to the following:

1. Suspension of work until the TCP is approved or properly implemented.
2. Implementation by the Owner of approved TCP at the Contractor's expense.
3. The Owner may provide, or have others provide, interim labor, materials and equipment at the Contractor's expense to alleviate traffic hazards of concern.
4. Any combination of the above described remedies, or whatever is deemed necessary by the Engineer to protect the traveling public.

All Traffic Control Plans shall conform to the MUTCD and the Standard Plans.

Whenever the Contractor intends to do work not explicitly covered by the TCP, the Contractor shall submit a Supplemental Traffic Control Plan to the Engineer for approval at least ten (10) days in advance of the time signs and barricades will be required.

Whenever a traffic signal is to be taken out of service, set to flashing red, or construction is such that it interferes with the safe and effective operation of the traffic signal an Off Duty Uniformed Police Officer must be used to control traffic through the intersection. The use of an Off Duty Uniformed Police Officer must be shown on the traffic control plan.

1-10.2(3) Conformance to Established Standards

Section 1-10.2(3) is supplemented with the following:

Traffic control for the project shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) Part VI, and Section 1-10 of the Standard Specifications. These publications will be incorporated in all projects by this reference as if set forth herein in full.

1-10.3 Traffic Control Labor, Procedures and Devices

1-10.3(1) Traffic Control Labor

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

All Traffic Control Labor necessary for the successful completion of items included in work-orders issued under this contract are incidental to each and every work item. Any work described under this section performed by a Traffic Control Supervisor will not be paid but will be considered incidental to other items of work.

1-10.4 Measurement

Supplement with the following:

All traffic control items, including Temporary Traffic Control, Traffic Control Labor and Traffic Control Supervisor shall be incidental to the contract and no measurement will be made.

1-10.5 Payment

Section 1-10.5 is supplemented with the following:

No Payment will be made for any traffic control items, Temporary Traffic Control, Traffic Control Labor or Traffic Control Supervisor and shall be considered incidental to the contract.

END OF DIVISION 1

DIVISION 2 EARTHWORK

Division 2 of the Standard Specifications is supplemented by the following:

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

Section 2-01.1 is supplemented with the following:

Clearing, grubbing, and roadside cleanup shall be accomplished in conformance with Section 2-01 of the Standard Specifications, except as hereinafter amended.

2-01.4 Measurement

Section 2-01.4 is supplemented with the following:

“Clearing and Grubbing” shall be considered incidental to the various bid items of the contract and as such, will not be measured for separate payment.

2-01.5 Payment

Section 2-01.5 is supplemented with the following:

All costs for clearing and grubbing on this project shall be included in the various bid items of the contract and will not be paid separately.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

Section 2-02.1 is supplemented with the following:

Work shall include all saw cutting, removal and disposal of various existing improvements including, but not limited to asphalt pavement, cement concrete curb and gutter, and sidewalks.

2-02.3 Construction Requirements

Section 2-02.3 is supplemented with the following:

The removal and disposal of facilities indicated shall be conducted in such a manner as not to damage utilities, or any portion of improvements that are to remain in place. Any damage caused by the Contractor and his operations shall be repaired, replaced, or otherwise properly restored to the satisfaction of the Engineer at no cost to the Owner.

Disposal shall be in accordance with Section 2-01 of the Standard Specifications and these Special Provisions.

Payment of all fees shall be the responsibility of the Contractor and considered incidental to the appropriate unit bid prices in the Proposal and no additional compensation will be made.

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

*(February 13, 2015 *****)*

Section 2-02.3(3) is supplemented with the following:

1. All broken-up pieces shall become the property of the Contractor and shall be removed from the project.
2. Prior to removal, the Contractor shall make a full-depth vertical sawcut between any sidewalk, curb ramp or curb and gutter that is to remain and the portion to be removed. The sawcut shall be at the nearest joint or at such a point to leave a minimum of three feet (3') of existing sidewalk, curb, or curb and gutter as shown in the plans, to form a neat line for removal from the project site.
3. Replace at no expense to the Owner and to the satisfaction of the Engineer any existing pavement, sidewalk, curb ramp, or curb and gutter designated to remain that is damaged during the removal operation.
4. The Contractor shall make a neat full depth vertical sawcut in the existing pavement at a minimum distance of one (1) foot from the curb and gutter to be removed to provide a large enough area to build the curb and place and compact a pavement section. The approximate thickness of the existing asphalt concrete pavement in the roadway varies. Contractor's attention is also drawn to Section 8-04 of the Special Provisions. See standard plans for details.
5. The equipment and procedures used to make the full-depth sawcut shall be approved by the Engineer. No waste water from the sawcutting operation shall be released directly to any stream or storm sewer system.
6. Extra care shall be taken to protect any existing traffic loops that are to remain, when removing and replacing curb and gutter. Any traffic loops damaged by the Contractor shall be replaced at the Contractor's expense.
7. Pedestrian and wheelchair access to sidewalks must be maintained to one side of a street at all times. The Contractor shall not simultaneously remove existing cement concrete sidewalks, curb and gutter, truncated dome retrofit or wheelchair ramps at all four quadrants of an intersection. If it is not possible to restrict access to one side of a street, the contractor must provide proper wheelchair accessible pedestrian detours, per the MUTCD, around closed sidewalk areas.

2-02.3(5) Asphalt Concrete Sawcut

NEW SECTION

Where shown on the plans or where directed by the Engineer, the Contractor shall make a neat full depth vertical sawcut at the boundaries of the area to be removed. Care shall be taken as not to damage any of the existing pavement to remain in place. Any pavement damaged by the Contractor due to his operations shall be repaired or replaced by him at his own expense.

Where the Contractor chooses to use grinding or pulverizing to remove asphalt concrete pavement, the vertical line left by grinding or pulverizing shall be considered equivalent to a sawcut, but in that case no separate payment shall be made for sawcut.

(*****)

2-02.3(7) Adjust Existing Utility to Grade

NEW SECTION

As shown on the Plans, existing utilities such as monuments, manholes, catch basin frames and grates, water valves, and meter boxes shall be adjusted to finished grade. The Contractor shall familiarize himself with the existing utility locations prior to the beginning of any work. The Contractor shall adjust City-owned utilities. Final adjustment shall be smooth and flush with finished grade. The Contractor shall mark the location of all utilities prior to paving the new surface. Unless otherwise provide in the Special Provisions and Proposal, costs for adjusting utilities to grade, including coordinating the work with other utilities, shall be incidental to the various items of work and no additional compensation will be allowed.

Existing facilities shall be adjusted to the finished grade as shown on the Plans and as further specified herein. Existing box, ring, grate, and cover shall be reset in a careful and workmanlike manner to conform to the new grade. Special care shall be exercised in all operations. Any damage occurring to the manholes, concrete catch basins, monument cases, valve boxes, or water mains, due to the Contractor's operations, shall be repaired at the Contractor's own expense. Adjustments shall be made using bricks, concrete blocks, or cement, and the interior of the manhole adjustment shall be mortared smoothly. All covers and frames shall be thoroughly cleaned. The Contractor shall be responsible for referencing and keeping a record of such references of all manholes, catch basins, monument cases, meter boxes, and valve boxes encountered, and shall submit a copy of these references to the Engineer.

The manholes, catch basins, monument cases, and valve boxes shall be adjusted to grade in accordance with Section 1-05.3(1).

2-02.4 Measurement

Section 2-02.4 is replaced with the following:

Removal and haul of asphalt concrete pavement and base associated with the removal of Cement Concrete Curb and Gutter will not be measured, but will be considered incidental as part of other bid items.

Sawcutting of cement concrete sidewalks, asphalt concrete, cement concrete curb and gutters will be considered will be incidental to the removal and replacement of those items.

Removal and haul of cement concrete sidewalks and cement concrete curb and gutters are considered part of other bid items.

No measurement will be made for the removal of additional items not shown on Plans and necessary for the installation of other bid items.

2-02.5 Payment

Section 2-02.5 is replaced with the following:

No payment will be made under "Removal of Structures and Obstructions," and all items are considered part of other bid items.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description

Section 2-03.1 is supplemented with the following:

Work shall consist of excavation and backfill for removal and replacement of concrete curb and gutter and removal and replacement of curb ramps, related to patching roadways.

2-03.3 Construction Requirements

Section 2-03.3 is supplemented with the following:

Roadway excavation shall include all materials from the roadway prism, which is defined by 1 foot beyond all improvements as shown in the plans per City of Federal Way DWG 3-4 Cement Concrete Curb & Gutter Replacement Detail and excavation for installation of Specialty Signs, Poles and Base as shown in the plans.

Surplus excavated material or unsuitable material shall be disposed of by the Contractor.

Any excavation beyond the limits indicated in the Plans, unless ordered by the Engineer, shall not be paid for. All work and materials required to return these areas to their original conditions, as directed by the Engineer, shall be provided by the Contractor at their own expense.

2-03.3(14)E Unsuitable Foundation Excavation

Section 2-03.3(14)E is supplemented with the following:

Where wheelchair ramps and any sidewalk construction is called for, either as shown on the Plans or directed by the Engineer, it is the intent to excavate to a depth shown on the Plans as the bottom of the crushed surfacing top course.

Where and if the Engineer determines that unsuitable subgrade material exists below this depth, the Engineer may direct the Contractor to excavate an additional depth to stabilize the area. When an excavation depth exceeds the bottom of the proposed crushed surfacing top course, the area below the crushed surfacing top course shall be backfilled with crushed surfacing top course.

2-03.4 Measurement

Section 2-03.4 is supplemented with the following:

There will be no separate measurement for all earthwork, excavation, backfilling, embankment, grading, removal, haul or disposal of roadway excavation. These items shall be considered incidental and all costs shall be included in the other bid prices in the Proposal.

2-03.5 Payment

Section 2-03.4 is supplemented with the following:

There will be no separate payment for all earthwork, excavation, backfilling, embankment, grading, removal, haul or disposal of roadway excavation. These items shall be considered incidental and all costs shall be included in the other bid prices in the Proposal.

2-07 WATERING

Water required for compacting embankments, construction subgrade, placing crushed surfacing, grinding, pulverizing, dust control, and as the Engineer requires shall be provided in accordance with Section 2-07.3 of the Standard Specifications.

2-07.5 Payment

Section 2-76.5 is supplemented with the following:

All costs for providing and applying water shall be considered incidental to and included in the unit contract prices for the various items involved.

END OF DIVISION 2

**DIVISION 3
PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING**

3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor Furnished Material Sources

Section 3-01.4 is supplemented with the following:

No source has been provided for any material necessary for the construction of this improvement.

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

3-01.6 Payment

Section 3-01.6 is supplemented with the following:

Any work performed by the Contractor under Division 3 shall be considered incidental to the furnishing of materials. All costs of acquiring, producing, and placing this material shall be incidental to and included in the unit contract prices for the various items involved.

END OF DIVISION 3

DIVISION 4 BASES

4-04 BALLAST AND CRUSHED SURFACING

Crushed surfacing shall be accomplished in accordance with Section 4-04 of the Standard Specifications.

5/8" Minus crushed rock may be substituted for Maintenance Rock.

4-04.4 Measurement

Section 4-04.4 is supplemented with the following:

“Crushed Surfacing Top Course, Incl. Haul” shall be measured by the ton.

The furnishing, installation, and compaction of crushed surfacing top course or maintenance rock used in the construction of other bid items, that may include, but are not limited to “Pedestrian Refuge Island, Complete”, “Remove and Replace Curb Ramp, Complete”, “Remove and Replace Concrete Sidewalk, Complete”, “Remove and Replace Concrete Curb & Gutter, Complete” shall not be measured or paid.

4-04.5 Payment

Section 4-04.5 is supplemented with the following:

Payment will be made for the following bid items:
“Crushed Surfacing Top Course, Incl. Haul”, per ton.

The Contract bid price above, including all incidental work, shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications and these Special Provisions. All costs for furnishing, installing, and compacting the material will be included in the bid price.

END OF DIVISION 4

DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS

Division 5 of the Standard Specifications is supplemented by the following:

5-04 HOT MIX ASPHALT

Hot Mix Asphalt (HMA) shall be constructed in accordance with Section 5-04 of the Standard Specifications except as modified hereinafter.

5-04.1 Description

Section 5-04.1 is supplemented with the following:

Work shall consist of furnishing, installing, and compacting HMA for the restoration of roadway repair related to removal and replacement of concrete curb and gutter or the removal and replacement of curb ramps and construction of pedestrian refuge islands.

5-04.2 Materials

Section 5-04.2 is supplemented with the following:

Roadway repair and construction of "Speed Hump, Complete", "Speed Table, Complete", "Raised Crosswalk, Complete", or "Pedestrian Refuge Island, Complete" shall also be HMA Class ½" PG 64-22.

5-04.4 Measurement

Section 5-04.4 is supplemented with the following:

No separate measurement will be made for HMA, cold mix, and joint sealant meeting the requirements of Section 9-04.2 as part of "Speed Hump, Complete", "Speed Table, Complete", "Raised Crosswalk, Complete", "Pedestrian Refuge Island, Complete", "Remove and Replace Curb Ramp, Complete", or "Remove and Replace Concrete Curb and Gutter, Complete".

5-04.5 Payment

Payment will be made per the Standard Specifications for each of the following bid items that are included in the proposal:

"HMA Class ½" PG 64-22", per ton.

Section 5-04.5 is supplemented with the following:

No separate payment will be made for furnishing and installing HMA, cold mix, and joint sealant meeting the requirements of Section 9-04.2 as part of "Speed Hump, Complete", "Speed Table, Complete", "Raised Crosswalk, Complete", or "Pedestrian Refuge Island, Complete".

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

END OF DIVISION 5

DIVISION 8 MISCELLANEOUS CONSTRUCTION

Division 8 of the Standard Specifications is supplemented by the following:

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.4 Measurement

Section 8-01.4 is supplemented with the following:

There will be no separate measurement for all temporary water pollution/erosion control work during construction.

8-01.4 Payment

Section 8-01.5 is supplemented with the following:

There will be no separate payment for all temporary water pollution/erosion control work during construction. This work will be considered incidental to other bid prices in the Proposal.

8-04 CURBS, GUTTERS, AND SPILLWAYS

8-04.3 Construction Requirements

Section 8-04.3 is supplemented with the following:

The subgrade for curb and gutter sections shall be compacted to ninety-five (95%) percent standard density.

A minimum of four (4") inches of CSTC, compacted to ninety-five (95%) percent standard density shall be placed under curb and gutter prior to installation.

The top of the finished concrete shall not deviate more than one-eighth inch (1/8") in ten feet (1'-) or the alignment one-fourth (1/4") inch in ten feet (10').

The existing concrete curb and gutter shall be removed in accordance with section 2-02.3(3) which leaves a two (2) feet gap. This gap shall have its subgrade prepared and be paved with a minimum of four inches (4") CSTC and three inches (3") HMA Class 1/2" PG 64-22 (compacted depths), or match existing depths whichever is greater. See standard plans for details.

Cement Concrete Curb and Gutter shall be removed and replaced as shown on the plans or at designated locations as directed by the City.

New Cement Concrete Curb and Gutter shall conform to details on the design plans or standard details and Current WAC for Barrier Free Design.

If any section of Cement Concrete Curb and Gutter, Mountable Cement Concrete Extruded Curb is damaged during construction due to vandalism, such as writing, by vehicles or pedestrians, the entire section, between joints, shall be removed and replaced, at no cost to the City.

Pedestrian Refuge Island, Complete

In constructing the Pedestrian Refuge Island, Complete the contractor shall complete the following items as shown on plans and as incidental to this Bid item:

1. Installation and painting of Type 6 Cement Concrete Extruded Curb per plans and details.
2. Place a minimum of four inches of (4") of CSTC, compacted to ninety-five (95%) percent standard density within the interior perimeter of the Cement Conc. Extruded Curbing
3. Place two inches (2") HMA Class ½" PG 64-22 (compacted depths), and match top of Cement Concrete Extruded Curb within the interior perimeter of the Cement Concrete Extruded Curbing
4. Install Detectable Warning Surface at the island per City of Federal Way detail drawing 3-58
5. Install tubular markers per City of Federal Way detail drawing 3-58
6. Install Raised Pavement Markers (Type 2Y RPM) as detailed per City of Federal Way detail drawing 3-58.
7. Cement Concrete Extruded Curb shall be painted per WSDOT standard specification 8-07.3(2). The extruded curb of Pedestrian Refuge Islands in the roadway are painted yellow.
8. If any section of curb and gutter, mountable cement concrete curb, or cement concrete extruded curb is damaged due to vandalism, such as writing, by vehicles or pedestrians, the entire section, between joints, shall be removed and replaced, at no cost to the City.

Remove Pedestrian Refuge Island, Complete

In removing the Pedestrian Refuge Island, Complete the contractor shall complete the following items as shown on plans and as incidental to this Bid item:

1. Remove permanent signage including signs and posts unless flashing beacons are present, then signage and beacons are to be removed by others. Salvaged signs become property of the City.
2. Remove pair of islands as shown in the scope of City of Federal Way detail drawing 3-58 including removal and haul of waste asphalt surface, crushed rock, and extruded curb.
3. Remove Detectable Warning Surface(s) its residue and any other adhesive residue within the scope of the island per City of Federal Way detail drawing 3-58.
4. Remove tubular markers per City of Federal Way detail drawing 3-58.
5. Remove Raised Pavement Markers (Type 2Y RPM) as detailed per City of Federal Way detail drawing 3-58.
6. Removal of paint, MMA, and thermoplastic permanent pavement markings done by others.

Traffic Circle Island, Complete

In constructing the Traffic Circle Island, Complete, the contractor shall complete the following items as shown in plans and as incidental to this Bid item:

1. Install Pre-cast Sloped Mountable Cement Concrete Curb, on top of existing asphalt per City of Federal Way detail drawing 3-59 and plans, or as directed by the City.
2. Paint Pre-cast Sloped Curb Yellow in 2 full coats per section 8-04.3(3).
3. Excavation, removal, and haul of existing asphalt within the curbed circle, except for 1 foot behind the inside back of curb per City of Federal Way detail drawing 3-59.
3. Place a minimum of 6 inches of topsoil as shown on the plans to the interior perimeter of the pre-cast curbing. Leave 2 inches below top of curb to allow for installation of mulch bark by others. Mound topsoil in the center of the circle to at least 6 inches above top of curb, 2-foot maximum, per City of Federal Way detail drawing 3-59.
4. Protect and preserve any and all survey monuments within the circle by raising monument casings to grade in appropriate casing.
5. Adjust any and all valve box covers to grade in appropriate casing.

6. Mulch bark, landscaping plants and stones, signage, RPMs and pavement markings to be installed by others.
7. If any section of Sloped Mountable Cement Concrete Curb is damaged due to vandalism, such as writing, by vehicles or pedestrians, the entire section, between joints, shall be removed and replaced, at no cost to the City.

8-04.3(3) Painting of Curbs

Section 8-04.3(3) is added with the following:

When shown on the plans, concrete curbing shall be painted with two full coats of Paint formula No. H-2-83 or H-3-83 as shown on the plans or directed by the Engineer. The paint can be applied by brush or spray.

8-04.4 Measurement

Section 8-04.4 is supplemented with the following:

*(January 11, 2015 *****)*

The City inspector shall designate the locations and limits of removal and replacement.

Measurement for Cement Concrete Curb and Gutter and Removing Cement Concrete Curb and Gutter up to twenty-five (25) feet for curb ramp construction will be incidental to Bid item "Remove & Replace Curb Ramp, Complete".

"Pedestrian Refuge Island, Complete" shall be measured per each, and shall include all items necessary to install a complete Pedestrian Refuge, per appropriate detail. The City inspector shall designate the locations and limits of installation, removal, and replacement.

All other work, materials, tools, equipment, and labor necessary for the completion of "Pedestrian Refuge Island, Complete" shall be considered incidental to the same. Such items may include, but are not limited to sawcutting, hauling, asphalt removal, asphalt restoration, and traffic control which shall be considered incidental and will not be measured.

"Traffic Circle Island, Complete" shall be measured per each, and shall include all items necessary to install a complete Traffic Circle Island, per City of Federal Way detail drawing 3-59. The City inspector shall designate the locations and limits of installation, removal, and replacement.

All other work, materials, tools, equipment, and labor necessary for the completion of "Traffic Circle Island, Complete" shall be considered incidental to the same. Such items may include, but are not limited to curb installation, curb painting, asphalt removal, hauling, monument case and valve box adjustments, topsoil haul and placement, and traffic control which shall be considered incidental and will not be measured.

All Traffic Control work, materials, tools, equipment, and labor necessary for the completion of work items in section 8-04 shall be considered incidental to the same.

8-04.5 Payment

Section 8-04.5 is supplemented with the following:

"Pedestrian Refuge Island, Complete", per each

"Remove Pedestrian Refuge Island, Complete", per each
"Remove and Replace Concrete Curb Ramp, Complete", per each
"Remove and Replace Concrete Sidewalk, Complete", per square yard
"Remove and Replace Concrete Curb and Gutter, Complete", per lineal foot.

The lump sum Contract price for the above, including all incidental work, shall be full compensation for all costs of furnishing all material, labor, tools, and equipment necessary by the Contractor in performing the Contract Work, including traffic control as described in Section 8-04.

8-07 PRECAST TRAFFIC CURB

8-07.1 Description

Section 8-07.1 is deleted and replaced with the following:

(December 12, 2012 *****)

This Work consists of furnishing and removing, furnishing, and installing precast traffic curb, block traffic curb, sloped mountable curb, or dual faced sloped mountable curb of the design and type specified in the Plans in accordance with these Specifications and the *Standard Plans* in the locations indicated in the Plans or as staked by the Engineer.

8-07.2 Materials

Section 8-07.2 is deleted and replaced with the following:

(August 9, 2014 *****)

Materials shall meet the requirements of the following sections:

Precast Traffic Curb 9-18.1, Block Traffic Curb 9-18.3, Water Repellent Compound 9-18.4, Sodium Metasilicate 9-18.5, Mortar 9-20.4, Paint 9-34.2

8-07.3(1) Installing Curbs

Section 8-07.3(1) is supplemented with the following:

(August 9, 2014 *****)

The joints between adjacent units of block traffic curb will not require mortaring.

For both types of curb, nosing pieces, connecting dividers, and radial sections, as detailed in the Plans, will be required at the ends of the curb lines, at transitions between curb types, and at traffic curb installation with radii less than 10 feet.

8-07.4 Measurement

Section 8-07.4 is supplemented with the following:

(September 1, 2015 *****)

Precast traffic curb and Block traffic curb will be measured by the linear foot along the front face of the curb and return. Extruded traffic curb will be measured by the linear foot along the axis of the curb. Precast curb and Block curb nosing pieces and dividers will be measured as Precast and Block curb, and Extruded nosing pieces will be measured as Extruded curb.

8-07.5 Payment

Section 8-07.5 is supplemented with the following:

(September 1, 2015 *****)

"Precast Traffic Curb, Painted", per linear foot.

"Remove Precast Traffic Curb", per linear foot.
"Block Traffic Curb, Painted", per linear foot.
"Remove Block Traffic Curb", per linear foot.

8-13 MONUMENT CASES

*(January 11, 2015*****)*

8-13.3(1) Adjusting Monument Cases

The existing cast iron ring and cover on monument cases shall be removed and replaced at the new finish elevation, frame ring extensions may not be used. Contractor shall submit catalog cuts of extensions for approval.

Following monument case adjustment, the monument shall be verified for position by the City. If the monument has been displaced by the Contractor's operations, the Contractor shall at his own expense, remove and replace the case and reestablish the monument.

8-13.4 Measurement

Section 8-13.4 is deleted and replaced by the following:

*(*****)*

Measurement of adjusting existing monument case and cover will not be made and will be considered incidental to "Traffic Circle Island, Complete".

8-13.5 Payment

*(*****)*

Payment will not be made for Adjust Existing Monument Case and Cover, but will be considered incidental to "Traffic Circle Island, Complete". The contract bid price for the above, including all incidental work, shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily complete the work as defined in these Special Provisions.

8-14 CEMENT CONCRETE SIDEWALKS

8-14.1 Description

Section 8-14.1 is supplemented with the following:

Existing cement concrete sidewalks shall be removed and replaced at designated locations as directed by the City. New curb ramps, and detectable warning surfaces shall conform to the details on the design plans and Current WAC for Barrier Free Design.

8-14.2 Materials

Section 8-14.2 is supplemented with the following:

Material requirements for sidewalks shall also be applied to driveway approaches and curb ramps.

8-14.3 Construction Requirements

Section 8-14.3 is supplemented with the following:

If any section of sidewalk is damaged due to vandalism, such as writing, by vehicles or pedestrians, the entire section, between joints, shall be removed and replaced, at no cost to the City.

The subgrade for sidewalks, driveway approaches, and curb ramps shall be compacted to ninety-five percent (95%) standard density.

CSTC, compacted to ninety-five percent (95%) standard density shall be placed at a depth of two inches (2") under sidewalks and curb ramps prior to installation.

Remove and Replace Concrete Curb Ramp, Complete

In Remove and Replace Concrete Curb Ramp, Complete, the contractor shall complete the following items as shown in plans and as incidental to this Bid item:

1. Sawcutting of existing curb and gutter, sidewalk or pavement
2. Removing Cement Concrete Sidewalk to nearest joint or as directed by the City
3. Removing Cement Concrete Curb and Gutter adjacent to curb ramp location to nearest joint or as directed by the City.
4. Install Cement Concrete Curb and Gutter (depressed section) and associated CSTC base
5. Removal and replacement of asphalt pavement with HMA CL 1/2" PG 64-22
6. Install Cement Conc. Curb Ramp, Type as directed by the City, and associated CSTC base.
7. Install any necessary Cement Conc. Pedestrian Curb if required as part of Curb Ramp design selected by City from the list in 8-14.4.
8. Replace any Cement Conc. Sidewalk removed between sidewalk joint and constructed curb ramp

The City shall designate the locations and limits of removals.

8-14.4 Measurement

Section 8-14.4 is supplemented with the following:

Cement concrete sidewalk and driveway approaches for removal and replacement shall be measured by the square yard of finished surface replaced. The City inspector shall designate the locations and limits of removal.

Remove and Replace Concrete Curb Ramp shall be measured per each, and shall include all items necessary to install a complete curb ramp per appropriate detail, to include as incidental the detectable warning surface, removal and replacement of existing curb ramps, curb, gutter, sidewalks, cement conc. pedestrian curb, and all traffic control. The City inspector shall designate the locations and limits of removal. Asphalt removal, replacement, and/or patching shall be considered incidental. Pedestrian Curb behind the sidewalk (if required) will be considered incidental and not measured.

The specific the type of Curb Ramp to be constructed shall be determined by the City.

Accepted Curb Ramp types include:

- Combination Curb Ramp, per WSDOT Standard Plan F-40.14,
- Parallel Curb Ramp, per City of Federal Way Drawing No. 3-8, 3-8A, or 3-8B
- Single-Direction Curb Ramp, per City of Federal Way Drawing No. 3-10 or 3-10A
- Perpendicular Curb Ramp, per City of Federal Way Drawing No. 3-11

Measurement for removing and installing Cement Concrete Curb and Gutter up to twenty-five (25) feet for curb ramp construction will be incidental to Bid item "Remove & Replace Curb Ramp, Complete". Measurement for removing and replacing Cement Concrete Sidewalk within the twenty-five (25) foot curb ramp envelope of curb ramp construction will also be incidental to Bid item "Remove & Replace Curb Ramp, Complete".

8-14.5 Payment

Section 8-14.5 is supplemented with the following:

"Remove and Replace Concrete Curb Ramp, Complete", per each.

"Remove and Replace Concrete Sidewalk, Complete", per square yard.

The square yard or per each Contract price for the above, including all incidental work, shall be full compensation for all costs of furnishing all material, labor, tools, and equipment necessary by the Contractor in performing the Contract Work as described in Section 8-14.3.

8-32 ASPHALT CONCRETE SPEED HUMPS

New Section

(*****)

8-32.1 Description

The work shall consist of constructing asphalt concrete speed humps with associated pavement striping per City of Federal Way Detail DWG No. 3-26.

8-32.2 Materials

Asphalt concrete for speed humps shall be HMA Class ½" PG 64-22 meeting the requirements of Section 5-04 of the Standard Specifications. Pavement marking materials shall be white plastic meeting the requirements of Section 8-22.2 of the Standard Specifications.

Raised pavement markers should be Type 2 YY and Type 2W meeting the requirements of Section 8-09.2 of the Standard Specifications.

8-32.3 Construction Requirements

The various materials shall be installed as noted on the plan detail.

8-32.4 Measurement

Measurement will be per each where a speed hump and associated pavement markings are installed.

8-32.5 Payment

"Speed Hump, Complete", per each.

The unit bid price per each proposal will be full compensation for the cost of all tools, labor, equipment, and materials necessary or incidental to provide and install the asphalt concrete speed hump and pavement markings.

8-33 ASPHALT CONCRETE SPEED TABLE OR RAISED CROSSWALK

New Section

(*****)

8-33.1 Description

The work shall consist of constructing asphalt concrete speed table or raised crosswalk with temporary pavement striping per City of Federal Way Detail DWG No. 3-27 or 3-27A.

8-33.2 Materials

Asphalt concrete for raised crosswalk shall be HMA Class ½" PG 64-22 meeting the requirements of Section 5-04 of the Standard Specifications.

Permanent pavement markings and Raised pavement markers done by others.

8-33.3 Construction Requirements

A "toe" grind is required on the two long sides as noted on the plan details Drawing 3-27 or 3-27A.

8-33.4 Measurement

Measurement will be per each where a speed table or raised crosswalk when temporary pavement markings are installed.

8-33.5 Payment

"Raised Crosswalk, Complete", per each.

"Speed Table, Complete", per each.

The unit bid price per each proposal will be full compensation for the cost of all tools, labor, equipment, traffic control, and materials necessary or incidental to provide and install the asphalt concrete speed table or raised crosswalk with temporary pavement markings.

END OF DIVISION 8