NOTICE OF CALL FOR BID FOR CITY HALL PARKING LOT STORM PIPE REPLACEMENT

MUST BE AN APPROVED CONTRACTOR ON THE CITY OF FERNDALE'S SMALL WORKS ROSTER IN ORDER TO BID THIS PROJECT

NOTICE IS HEREBY GIVEN by CITY OF FERNDALE that sealed bid proposals will be received by the City of Ferndale at Ferndale City Hall, 2095 Main Street, Ferndale, Washington, 98248, (360) 384-4006, until Wednesday, April 9, 2014, at 3:00 p.m., and will then and there be opened and publicly read for the following construction work:

PROJECT DESCRIPTION: This project calls for installation of approximately 100 linear feet of 48" diameter drainage pipe and cast in place retaining wall. Work will include clearing, grubbing, temporary placement and removal of a sheet pile coffer dam, dewatering operations, structure excavation, placement of pipe and connection to an existing drainage system, forming and pouring a retaining wall, placement of gravel base and wall backfill, grading and other work, all in accordance with the Contract Plans, Special Provisions, the Standard Specifications and Standard Plans.

Additional information, copies of maps, plans, specifications, and addenda for this project will be sent via e-mail. All technical questions regarding this project are to be submitted to Katy Radder by e-mail at <u>KatyRadder@cityofferndale.org</u>, with the subject line reading, "City Hall Parking Lot Storm Pipe Replacement".

All bid envelopes must be plainly marked on the outside, "Sealed Bid for City Hall Parking Lot Storm Pipe Replacement". Sealed bids shall be received by one of the following delivery methods before April 9, 2014 at 3:00 p.m. Any bids received after the due date and time will not be considered.

- 1. Hand delivered: Bids delivered in person shall be received only at the office of the City of Ferndale, Reception Desk, 2095 Main Street, Ferndale, WA 98248.
- 2. Via mail: Bids shall be mailed to the City of Ferndale, Attn: Stephanie Hendrickson, P.O. Box 936, Ferndale, WA 98248.

The City reserves the right to reject any or all bids if such action is in the best interest of the City. The City of Ferndale is an equal opportunity and affirmative action employer.

BID GUARANTY: All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond and payment bond both in an amount of 100 percent (100%) of the contract price within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Ferndale. All bidders must be licensed contractors registered in the State of Washington. In addition, the Contractor will need a City of Ferndale business license before starting work. All work performed on this project will be subject to prevailing state wage rates.

CONTRACT DOCUMENTS

For Construction of: CITY HALL PARKING LOT STORM PIPE REPLACEMENT

SMALL PUBLIC WORKS PROJECT SW2014-01

Must be an approved contractor on the City of Ferndale's Small Works Roster in order to Bid this project: <u>http://www.cityofferndale.org</u>



CITY HALL PARKING LOT STORM PIPE REPLACEMENT FERNDALE, WASHINGTON

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BID PROPOSAL FORMS (This Page Intentionally Left Blank)

CITY OF FERNDALE Public Works Department P.O. Box 936 2095 Main Street Ferndale, WA 98248

BID PROPOSAL INFORMATION

CITY HALL PARKING LOT STORM PIPE REPLACEMENT SMALL PUBLIC WORKS PROJECT

Whatcom County, Washington

2014

MUST BE AN APPROVED CONTRACTOR ON THE CITY OF FERNDALE'S SMALL WORKS ROSTER TO BID THIS PROJECT: <u>http://www.cityofferndale.org</u>

All bid envelopes must be plainly marked on the outside, "Sealed Bid, City Hall Parking Lot Storm Pipe Replacement".

Sealed Bids will be received at the following location before the specified time:

Bids may be hand delivered to: City of Ferndale, Public Works Department, located at 2095 Main Street, Ferndale, WA.

Bids may be mailed to: City of Ferndale - Public Works Department Attn: Stephanie Hendrickson P.O. Box 936 2095 Main Street Ferndale, WA 98248

The bid opening date for this project will be **April 9, 2014**. The bids will be opened and read after **2:00 p.m.** on this date.

ENTIRE PROPOSAL TO BE RETURNED AS YOUR BID PACKAGE

FAILURE TO SIGN OR COMPLETE ALL INFORMATION CAN RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE

BID PROPOSAL

FOR

CITY HALL PARKING LOT STORM PIPE REPLACEMENT FERNDALE, WASHINGTON

Date: _____

TO: City of Ferndale

Gentlepersons:

This certifies that the Undersigned: has examined the location of the project site and the conditions of work; and has carefully read and thoroughly understands the contract documents entitled: "CITY HALL PARKING LOT STORM PIPE REPLACEMENT", in Ferndale, including the "Bid Procedures and Conditions", "Specifications and Conditions", "Contract Forms", and "Plans" governing the work embraced in this project and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said contract documents, and agrees to accept as payment for said work, the schedule of lump sum and unit prices as set forth in the "Bid" below.

The Undersigned acknowledges that payment will be based on the actual work performed and material used as measured or provided for in accordance with the said contract documents, and that no additional compensation will be allowed for any taxes not included in each lump sum or unit price, and that the basis for payment will be the actual work performed and measured or provided for in accordance with the said contract documents.

CITY OF FERNDALE CITY HALL PARKING LOT STORM PIPE REPLACEMENT PROJECT BID FORM

() SEC	TION REFER	ENCE		March 28, 2014
ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	1 LUMP SUM	MOBILIZATION 1-09	\$	\$
2	1 LUMP SUM	SPCC PLAN 1-07	per LS \$	\$
3	1 LUMP SUM	PROJECT TEMPORARY TRAFFIC CONTROL 1-10	per LS \$	\$
4	1 LUMP SUM	CLEARING AND GRUBBING 2-01	per LS	
5	1 LUMP SUM	REMOVAL OF STRUCTURES AND OBSTRUCTION 2-02	per LS	\$
6	10 M GAL.	WATER 2-07	per LS	\$
7	210 CUBIC YARD	STRUCTURE EXCAVATION CLASS A INCL. HAUL 2-09	per M GAL.	\$
8	1 LUMP SUM	SHORING OR EXTRA EXCAVATION CLASS A INCL 2-09	per CY HAUL	\$
9	200 CUBIC YARD	STRUCTURE EXCAVATION CLASS B INCL. HAUL 2-09	\$ per LS \$	\$
10	700 SQUARE FOOT	SHORING OR EXTRA EXCAVATION CLASS B INCL 2-09	per CY HAUL	
			\$ per SF	\$

CITY OF FERNDALE CITY HALL PARKING LOT STORM PIPE REPLACEMENT PROJECT BID FORM

() SEC	TION REFER	ENCE				March 28, 2014
ITEM NO.	QUANTITY	DESCRIPTION		UNIT PRICE		TOTAL
11	770 SQUARE FOOT	STRUCTURAL SHORING CLASS B 2-09	\$		\$	
12	1 LUMP SUM	DEWATERING 2-09	\$	per SF	\$	
13	520 TON	GRAVEL BASE 4-02		per LS		
			\$	per TON	\$	
14	80 TON	PERMEABLE BALLAST 4-04				
			\$		\$	
15	100 LINEAR FOOT	CORRUGATED POLY STORM PIPE, 48 IN. DIAM. 7-04	\$	per TON	\$	
16	40 CUBIC YARD	REMOVAL OF UNSUITABLE MATERIAL INCL. HAUL 7-08		per LF	•	
			\$	per CY	\$	
17	550 SQUARE FOOT	RETAINING WALL 6-02		percr		
			\$	per SF	\$	
18	45 LINEAR FOOT	PEDESTRIAN RAILING 6-06	¢	per or	¢	
			\$	per LF	\$	
19	1 FORCE ACCOUNT	EROSION/WATER POLLUTION CONTROL 8-01				
			\$	FA	\$	2,000.00
20	1 LUMP SUM	ESC LEAD 8-01		FA		
			\$	per LS	\$	

CITY OF FERNDALE CITY HALL PARKING LOT STORM PIPE REPLACEMENT PROJECT BID FORM

() SEC	TION REFERE	ENCE				March 28, 2014
ITEM NO.	QUANTITY	DESCRIPTION		UNIT PRICE		TOTAL
21	50 SQUARE YARD	SEEDED LAWN INSTALLATION 8-01	\$		\$	
			φ	per SY	Φ	
22	1 LUMP SUM	SWPP PLAN PREPARATION 8-01				
			\$		\$	
				per LS		
23	2 EACH	POTHOLE EXISTING UNDERGROUND UTILITY 8-30				
			\$		\$	
				per EA		
24	1 FORCE ACCOUNT	REPAIR EXISTING PUBLIC AND PRIVATE FACILIT 8-31	IES			
			\$		\$	1,000.00
				FA		
25	1 FORCE ACCOUNT	UNANTICIPATED SITE WORK 8-32				
			\$	F A	\$	1,500.00
				FA		

TOTAL: \$

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

- 1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
- 2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Bid Proposal cont'

BIDDER IDENTIFICATION

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Fax:

Firm Name: _____

Address:

Telephone:

Contractor's Number: _____

The Firm submitting this proposal is a _____ Sole Proprietorship _____ Partnership Corporation

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

NOTE: Signatures of this proposal must be identified above. Failure to identify the Signatories will be cause for considering the proposal irregular and for subsequent rejection of the bid.

BID PROPOSAL SIGNATURE AND ADDENDUM ACKNOWLEDGMENT

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein. A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximation estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

CASH	
CASHIER'S CHECK	
CERTIFIED CHECK	
PROPOSAL BOND	

IN THE AMOUNT OF_____DOLLARS _____DOLLARS (\$____) PAYABLE TO THE CITY OF FERNDALE IN THE AMOUNT OF 5% OF THE BID.

Receipt is hereby acknowledged by addendum(s) No.(s) _____, & _____, & _____,

) ss.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED)

SIGNATURE

FIRM NAME

STATE OF WASHINGTON)

COUNTY OF WHATCOM

On this _____ day of _____, 2013, before me personally appeared ______ to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

NOTARY PUBLIC, in and for the State of Washington, residing at:

My Commission Expires: _____

This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the City of Ferndale will be cause for considering the proposal irregular and for subsequent rejection of the bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we of	,
as principal, and the	a corporation
duly organized under the laws of the State of	and
having its principal place of business at	, in
the State of Washington, as Surety, are held and firmly bound unto the City	of Ferndale, a
Municipal Corporation in the State of Washington, in the full and penal sum of fiv	e percent (5%)
of the total bid amount appearing on the bid proposal of said principal for the w	ork hereinafter
described, for the payment of which, well and truly to be made, we bind our he	eirs, executors,
administrators and assigns, and successors and assigns, jointly and severally, fi	irmly by these
presents.	

The condition of this bond is such that, whereas, the principal herein is herewith submitting his or its bid proposal for, CITY HALL PARKING LOT STORM PIPE REPLACEMENT, said bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the contract be awarded to said PRINCIPAL, and if said PRINCIPAL shall duly make and enter into and execute said contract and shall furnish the performance bond as required by the bidding and contract documents within a period of five (5) days from and after said award, exclusive of the day of such award, then its obligation to pay the above-mentioned penal sum as liquidated damages shall be null and void, otherwise it shall remain and be in full force and effect.

SIGNED AND SEALED this	day of	, 2014.

Principal

Ву _____

(Seal)

Surety

By

Attorney-In-Fact

The Attorney-in-fact who executes this bond on behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

CONTRACT FORMS

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City of Ferndale

2095 MAIN STREET / P.O. BOX 936 FERNDALE, WA 98248 (360) 384-4006

NOTICE OF AWARD CITY HALL PARKING LOT STORM PIPE REPLACEMENT FERNDALE, WASHINGTON

DATE:

BIDDER:

The purpose of this letter is to provide you notice that your firm has been awarded the contract for the above-referenced project, for your bid price of ______.

Two copies of the contract are enclosed. Please sign both copies and return them to this office with the following required documents within five (5) calendar days after the date of this letter, and a preconstruction conference will be scheduled:

- □ Performance Bond
- Payment Bond

Please be aware that additional documents may be required before a notice to proceed is issued. Please have the following documents prepared for submission during the preconstruction conference:

- □ Statement of Intent to Pay Prevailing Wage (including subcontractors)
- □ Certificate of Insurance
- □ Retainage Investment Option Form
- Copy of current Washington State Contractor's License (including subcontractors')
- Copy of current City of Ferndale Business License (including subcontractors')

If you have comments, questions or require further information regarding any of the above, please do not hesitate to contact the Public Works Department at (360) 384-4006.

Sincerely,

Janice Marlega, P.E. Public Works Director

CONTRACT FOR: CITY HALL PARKING LOT STORM PIPE REPLACEMENT FERNDALE, WASHINGTON

This Contract, made and entered into this _____ day of _____, 2014 by and between the City of Ferndale, hereinafter called the "Owner" and ______, hereinafter called the "Contractor".

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

- 1. The Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment for the construction of the improvements and shall perform any changes in the work, all in full compliance with the contract documents entitled "CITY HALL PARKING LOT STORM PIPE REPLACEMENT, Ferndale, Washington".
- 2. The "Bid Proposal", "Specifications and Conditions", "Contract Forms", and the "Plans" sections contained in said contract documents are hereby referred to and by reference made a part hereof.
- 3. The Owner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to and cause to be done the above-described work, and to complete and finish the same in accordance with the said contract documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said contract documents, including the schedule of estimated quantities, and unit and lump sum prices in the Bid Proposal, the approximate sum of _______, the total amount of bid, subject to the actual quantity of work performed, at the time and in the manner and upon the conditions provided for in this contract.
- 4. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
- 5. The Owner hereby appoints and the Contractor hereby accepts LDES, Inc., hereinafter referred to as the Engineer, as the City's representative for the purpose of administering the provisions of this Contract, including the Owner's right to receive and act on all reports and documents related to this Contract, to request and receive additional information from the Contractor, to assess the general performance of the Contractor under this Contract, to determine if the contracted services are being performed in accordance with Federal, State or local laws, and to administer any other right granted to the Owner under this Contract. The Owner expressly reserves the right to terminate this Contract as provided in the

contract documents, and also expressly the reserves the right to commence civil action for the enforcement of this contract.

- 6. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.
- 7. The Contractor agrees to comply with all applicable Federal, State, City or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.
- 8. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the Engineer. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.
- 9. The parties intend that an independent Contractor-Owner relationship will be created by this Contract. The Owner is interested only in the results to be achieved, the implementation of the work will lie solely with the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the work herein contemplated, the Contractor is an independent Contractor with regard to the performance of the details of the work; however, the components of and the results of the work contemplated herein must meet the approval of the Engineer and shall be subject to the Engineer's general rights of inspection and review to secure the satisfactory completion thereof.
- 10. The Contractor agrees and covenants to indemnify, defend, and save harmless, the Owner and the City of Ferndale and those persons who were, now are, or shall be duly elected or appointed officials or members of employees thereof, hereinafter referred to as the "Owner" or "City" against and from any loss, damage, costs, charge, expense, liability, claims, demands or judgments, of whatsoever kind or nature, whether to persons or to property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees, except only such injury or damage as shall have been caused by or resulted from the sole negligence of the City. In case any suit or cause of action shall be brought against the Owner or the City on account of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees the Contractor, his agents, successors, assignees, subcontractors and/or employees the Contractor hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the City.

In the event the Owner is required to institute legal action and/or participate in the legal action to enforce this Indemnification and Hold Harmless Clause, the Contractor agrees to pay the Owner or City's legal fees, costs and disbursements incurred in establishing the right to indemnification. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this specification is caused by or results from

the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents for employees the indemnity provisions provided for in the preceding paragraphs of this specification shall be valid and enforceable only to the extent of the indemnitor's negligence.

Contractor hereby specifically and expressly waives any immunity under Industrial Insurance, Title 51 RCW and acknowledges that this waiver was mutually negotiated by theparties herein. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney's fees shall be allowed to the prevailing party.

- 11. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit and equity or judicial proceedings for the enforcement of this contract, or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in City of Ferndale, Washington.
- 12. The failure of the Owner to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.
- 13. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.
- 14. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.
- 15. In the event that funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the Owner may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the Owner deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the City, the Owner may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Owner has caused this instrument to be executed by and in the name of the said County, the day and year first above written.

Executed by the Contractor this	_day of	, 2014.
CITY OF FERNDALE:		
By:City Administrator / Mayor		
STATE OF WASHINGTON)		
) ss. COUNTY OF WHATCOM)		
On this day of appeared person described in and who executed of signing thereof.	the above instru	, 2013, before me personallyto me personally known to be the ment and who acknowledged to me the act
		OTARY PUBLIC, in and for the ate of Washington, residing at:
	M	y Commission Expires:
CONTRACTOR:		$>^{\sim}$
By:	Un.	
Title:		
STATE OF WASHINGTON)		
COUNTY OF WHATCOM) ss.		
On this day of		, 2014, before me personally to me personally known to be the

person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

NOTARY PUBLIC, in and for the State of Washington, residing at:

My Commission Expires:_____

PERFORMANCE BOND to the City of Ferndale

KNOW ALL MEN BY THESE PRESENTS, That we____

the Contractor named in the Contract hereinafter referred to as PRINCIPAL, and as SURETY, are jointly and severally held and firmly bound to the City of Ferndale, hereinafter referred to as OWNER named in said Contract City Hall Parking Lot Storm Pipe Replacement, Ferndale. Washington, for the penal sum of. DOLLARS (\$), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, administrators and

successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas, the Principal entered into a contract with the Owner, dated the ______day of ______, 2014, for such construction work with the City of Ferndale, Washington.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions and agreements of said contract during the period of the original contract and any extensions thereof that may be granted by the Owner, with or without notices to the surety; and during the life of any guaranty required under the contract; and shall also well and truly perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made; notice of which modifications to the surety being hereby waived, shall indemnify and save harmless owner from all cost and damage by reason of the principal's default of failure to do so, and shall pay the State of Washington sales and use taxes, and amounts due said state pursuant to Titles 50 and 51 of the Revised Code of Washington then this obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their separate seals this _____ day of _____, 2014, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

Corporate Seal:

PRINCIPAL

ATTEST: (If Corporation)

By:_____

Corporate Seal:	SURETY	
Corporate Sear.	Ву:	
	Title:	

Title:_____

PAYMENT BOND

To the City of Ferndale

KNOW ALL MENT BY THESE PRESENTS: that

(Name of Contractor)
(Address of Contractor)
, hereinafter called Principa
(Corporation, Partnership or Individual)
nd
(Name of Surety)
(Address of surety)
ereinafter called SURETY, are held and firmly bound unto
(Name of Owner)
(Address of Owner)
n lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, uccessors, and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract
vith the OWNER , dated the day of20, a copy of which s hereto attached and made a part hereof for the construction of:
s nereto attached and made a part nereor for the construction of.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, **SUBCONTRACTORS**, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and all Insurance premiums on said **WORK**, and for all labor, performed in such **WORK** whether by **SUBCONTRACTOR** or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said **SURETY** for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any wise affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to

the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ______ counterparts, each on of which

	(number)
shall be deemed an original, this the	day of
ATTEST:	
	Principal
(Principal) Secretary	
(SEAL)	By(s)
	(Address)
Witness as to Principal	
(Address)	
	(Surety)
ATTEST:	By
	(Attorney –in-Fact)
Witness as to Surety	(Address
(4.11)	

(Address)

NOTE: Date of **BOND** must not be prior to date of Contract. If **CONTRACTOR** is Partnership, all partners should execute **BOND**.

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the **PROJECT** is located.

CITY OF FERNDALE

RETAINAGE INVESTMENT OPTION

CONTRACTOR: _	
PROJECT NAME:	
DATE:	

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Ferndale (City) will hold your retain age as described in "Current Expense", option 1 below.

- 1. <u>Current Expense</u>: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.
- 2. <u>Interest Bearing Account</u>: The City will deposit retainage checks in an interestbearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.

BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF FERNDALE:

- 1. Bills, certificates, notes or bonds of the United States.
- 2. Other obligations of the United States or its agencies.
- 3. Indebtedness of the Federal national Mortgage Association.
- 4. Time Deposits in commercial banks.

Designate below the type of investment selected:



3. <u>Bond-in-Lieu</u>: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt Employment Security / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)	Date
Title:	
	\geq)~



Public Works Department

2095 MAIN STREET / P.O. Box 936 FERNDALE, WA 98248 (360) 384-4006

NOTICE TO PROCEED CITY HALL PARKING LOT STORM PIPE REPLACEMENT FERNDALE, WASHINGTON

DATE:

CONTRACTOR:

The City of Ferndale has reviewed and approved the executed contract, your performance bond, and your payment bond for the CITY HALL PARKING LOT STORM PIPE REPLACEMENT.

This notice shall constitute the Notice to Proceed on the above referenced project. Contract time (10 working days) will begin on ______2014.

If you have any questions or concerns regarding this notice, please contact the Public Works Department at (360) 384-4006.

Sincerely,

CITY OF FERNDALE

Janice Marlega, P.E. Public Works Director

SPECIFICATIONS & CONDITIONS

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CITY HALL PARKING LOT STORM PIPE REPLACEMENT

CITY OF FERNDALE, WASHINGTON City Project Number #SW2014-01

Specifications & Conditions



Engineer:

Reichhardt & Ebe Engineering, Inc. 423 Front Street Lynden, WA 98264 Phone: (360) 354-3687 Fax: (360) 354-0407

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2012 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

For all amendments, visit the following website:

http://www.wsdot.wa.gov/publications/fulltext/projectdev/gspspdf/Eamend.pdf

SPECIAL PROVISIONS TO THE STANDARD SPECIFICATIONS

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INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2012 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

(May 18, 2007 APWA GSP) (August 7, 2006 WSDOT GSP) (November 4, 2013 COF GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition
- *City of Ferndale Development Standards and Details*

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

DIVISION 1 GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

This project calls for installation of approximately 100 linear feet of 48" diameter drainage pipe and cast in place retaining wall. Work will include clearing, grubbing, temporary placement and removal of a sheet pile coffer dam, dewatering operations, structure excavation, placement of pipe and connection to an existing drainage system, forming and pouring a retaining wall, placement of gravel base and wall backfill, grading and other work, all in accordance with the Contract Plans, Special Provisions, the Standard Specifications and Standard Plans.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(March 13, 2012 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required

by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

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

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "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.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	1	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

1-02.4(1) General

(March 17, 2010 R&E GSP)

Section 1-02.4(1) is supplemented with the following:

Pre-Bid Conference

Due to the nature of the project, the Contracting Agency will hold one pre-bid conference for all proposal holders for this project. Subcontractors or other plan holders are encouraged to attend.

Those prospective bidders wanting to take part in the Pre-Bid Conference shall meet at the Ferndale City Hall, 2095 Main Street, Ferndale, Washington 98248. The meeting will start at 1:00 PM on April 2, 2014 . A jobsite visit may follow upon request. Attendance at this Pre-Bid Conference is not mandatory.

1-02.4(2) Subsurface Information

(March 8, 2013 APWA GSP)

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

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

1-02.5 Proposal Forms

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's 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.

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.

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

February 1, 2008, R&E, GSP) Section 1-02.7 is supplemented with the following:

All bid bonds shall be made payable to the City of Ferndale.

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.

If the project has FHWA funding and requires DBE Written Confirmation Documents or Good Faith Effort Documentation, then to be considered responsive, the Bidder shall submit with their Bid Proposal, written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification, form 272-056A EF, as required by Section 1-02.6.

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 Proposal

(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 <u>when so required;</u>
 - 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
 - 1. <u>More than one proposal is submitted for the same project from a Bidder under the same or different names.</u>

1-02.14 Disqualification of Bidders

(March 8, 2013 APWA GSP, Option A)

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.

As evidence that the Bidder meets the mandatory bidder responsibility criteria, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all 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 concerning a Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) 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 determination.

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. <u>Obtain, and furnish a copy of, a business license to do business in the city or county</u> where the work is located.

7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

<u>Copies of the Contract Provisions, including the unsigned Form of Contract, will be available</u> 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 <u>5 calendar days</u> after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of <u>10</u> additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

- 1. Be on a Contracting Agency-furnished form;
- 2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
- 3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
- 4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
- 5. <u>Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and</u>
- 6. <u>Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).</u>

1-04 SCOPE OF THE 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. <u>WSDOT</u> Standard Plans for Road, Bridge, and Municipal Construction.

1-04.6 VARIATION IN ESTIMATED QUANTITIES

(November 4, 2013 COF GSP)

Revise this section to read:

Quantity estimates herein are best available estimates calculated as described herein for the purpose of providing a common basis for all bidders. The Contractor shall be responsible for verifying all quantities. No adjustment in the contract price will be made due to increased or decreased quantities for any item. By signing the bid proposal, the Contractor agrees to perform the various bid items regardless of the actual quantity of work performed.

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes

Add the following two new sub-sections:

1-05.4(1) Roadway and Utility Surveys

(October 1, 2005 APWA GSP)

The Engineer shall furnish to the Contractor one time only all principal lines, grades, and measurements the Engineer deems necessary for completion of the work. These shall generally consist of one initial set of:

- 1. Slope stakes for establishing grading;
- 2. Curb grade stakes;
- 3. Centerline finish grade stakes for pavement sections wider than 25 feet; and

4. Offset points to establish line and grade for underground utilities such as water, sewers, and storm drains.

On alley construction projects with minor grade changes, the Engineer shall provide only offset hubs on one side of the alley to establish the alignment and grade.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary. If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor. Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

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

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

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

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

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

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

1-05.11(3) Operational Testing

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

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

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

1-05.12(1) One-Year Guarantee Period

(March 8, 2013 APWA GSP)

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

(March 25, 2009 APWA GSP)

Revise the seventh paragraph to read:

Whenever the Contracting Agency evaluates the contractor's <u>qualifications pursuant to</u> <u>Section 1-02.14</u>, it will take these performance reports into account.

1-05.14 Cooperation with Other Contractors

(March 13, 1995 WSDOT GSP)

Section 1-05.14 is supplemented with the following:

Other Contracts or Other Work

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

Library Construction Project. Construction work for constructing the new library located just west of the City Hall Parking Lot Storm Pipe Replacement Project. Project Limits: Library construction site located just west of the City Hall Parking Lot Storm Pipe Replacement Project, City Hall driveways located along Main Street and 4th Avenue.

It is anticipated that the City hired contractor (Faber Construction) will be working within the project limits during the construction of the City Hall Parking Lot Storm Pipe Replacement Project. The contractor's work will generally consist of, but not be limited to, excavation, backfilling, grading, hauling equipment and material in and out of the project site, and other facilities construction.

Faber Construction does not work on the Library Construction Project on Saturday or Sunday. The Contractor is encouraged to work on Saturday and Sunday, if possible, to complete the project in a timely manner with less potential conflicts with Faber Construction's work.

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

Add the following new section:

1-05.16 Water and Power (October 1, 2005 APWA GSP)

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

Add the following new section:

1-05.17 Oral Agreements

(October 1, 2005 AWPA GSP)

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

1-06 CONTROL OF MATERIALS

1-06.4 Handling and Storing Materials

(*February 1, 2008 R&E GSP*)

Section 1-06.4 is supplemented with the following:

The Contractor shall make arrangements for storage of equipment and materials.

No staging area is provided by the Contracting Agency.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to Be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from

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

1-07.2 State Taxes

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

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

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

1-07.6 Permits and Licenses

(March 13, 1995 WSDOT GSP)

Section 1-07.6 is supplemented with the following:

No hydraulic permits are required for this project unless the Contractor's operations use, divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the waters of the State or materials from gravel or sand bars, or from stream beds.

1-07.7 Load limits

Section 1-07.7 is supplemented with the following: (*March 13, 1995 WSDOT GSP*)

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

1-07.13 Contractor's Responsibility for Work

1-07.13(4) Repair of Damage

(August 6, 2001 WSDOT GSP)

Section 1-07.13(4) is revised to read:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

1-07.15 Temporary Water Pollution/Erosion Control

(*February 1, 2008 R&E GSP*)

Section 1-07.15 is supplemented with the following:

Erosion Control shall include but not be limited to preventing storm water which has come in contact with disturbed or excavated areas from entering the storm drainage system. The contractor will not allow flow from existing ditches or ground water to come in contact with disturbed or excavated areas. The Contractor shall be required to take any means necessary to prevent, control and stop water pollution or erosion within the project as shown on the Plans.

1-07.17 Utilities and Similar Facilities

(April 2, 2007 WSDOT GSP)

Section 1-07.17 is supplemented with the following:

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

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

Puget Sound Energy, 1660 Park Lane, Burlington, WA 98233 Jane Major, (360)-766-5571

Frontier Communications, 595 Pease Road, Burlington, WA 98233 Barb Robinson, (360) 757-7624

Comcast Cable, 400 Sequoia Drive, Bellingham, WA 98226 Bill Inama (360) 527-8241 Thomas Hall (253) 439-8955

Cascade Natural Gas, 1910 Racine Street, Bellingham, WA 98229

Brandon Haugnes, (360)-733-5986

Black Rock Cable, Inc., 3229 Northshore Rd., Bellingham, WA 98226 Randy Wilson, (360) 734-7930

City of Ferndale Public Works, 2095 Main Street, Ferndale, WA 98248 Bo Westford, (3600-384-4006

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 24, 2011 APWA GSP)

1-07.18(1) General Requirements

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

- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.
- I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

• the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

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

1-07.18(3) Subcontractors

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

1-07.18(4) Evidence of Insurance

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

- 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
- 3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5) Coverages and Limits

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

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

Per project aggregate Premises/Operations Liability Products/Completed Operations – for a period of one year following final acceptance of the work. Personal/Advertising Injury Contractual Liability Independent Contractors Liability Stop Gap / Employers' Liability Explosion, Collapse, or Underground Property Damage (XCU) Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

1-07.18(5)B Automobile Liability

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

\$1,000,000 combined single limit

1-07.18(5)C Workers' Compensation

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

1-07.23 Public Convenience and Safety

1-07.23(1) Construction under Traffic

(*December 8, 2008 R&E GSP*) Section 1-07.23(1) is supplemented with the following:

Construction vehicles using a closed traffic lane shall travel only in the normal direction of traffic flow unless expressly allowed in an approved traffic control plan. Construction vehicles shall be equipped with flashing or rotating amber lights.

Work over an open lane of traffic will not be allowed, unless a plan for the protection of the traveling public from objects falling onto the traveled way is approved by the Engineer. This protection shall remain in place during construction and meet minimum vertical clearance for the highway.

Controlled Access

No special access or egress will be allowed the Contractor other than normal legal movements or as shown in the plans.

Pedestrian Access

The Contractor shall keep all pedestrian routes and access point (including sidewalks and crosswalks when located within the project limits) open and clear at all times unless permitted otherwise by the Engineer in an approved traffic control plan.

City Hall Access

The public and City employees will be utilizing existing parking lot and accesses (two on Main Street and one on 4th Ave) to the existing parking lot. The public and City employees shall be allowed access at all time through the Work with the least possible in inconvenience or delay.

Signs and Traffic Control Devices

All signs and traffic control devices for the permitted closures shall only be installed during the hours specified on the plans. 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. A portable illumination system, which will adequately illuminate the entire work area shall be provided. Flagger stations and advance warning signs shall be illuminated with a minimum 150-watt floodlight and to the satisfaction of the Engineer. Flares are for emergency use and are not considered a proper method of illumination.

Hour Adjustment

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 closures hours.

Advance Notification

The Contractor shall be responsible for notifying private property owners, or tenants, five (5) working days in advance of scheduled interruptions of access to private roads or driveways.

The Contractor shall notify the Engineer three (3) working days in advance of scheduled interruptions of access to private road or driveways. The Contractor shall only interrupt access to one half of any private road or driveway. The Contractor shall notify private property owners, or tenants, by having a representative of the Contractor personally contact the private property owner or tenant. If the property owner or tenant is not available, the Contractor shall leave a door hanger notice indicating the commencement date of work, duration of work, the type of work being done, and the Contractor's and Engineer's phone number and address for questions and concerns. The Engineer shall be provided adequate time to review, comment, and approve the door hanger notice prior to the Contractor placing any notices. Access shall be restored as soon as possible, but not later than the end of each working day. Any exception will only be allowed with the approval of the private property owner, or tenant, and the Engineer. All costs involved with public notification shall be incidental to the various bid items.

The Contractor shall notify the Engineer in writing 5 working days in advance of any lane closure, sidewalk closure, or both.

Public Notification

The Contractor shall notify the local fire, police, emergency service, and city engineering departments; transit companies; and the affected school district(s) in writing a minimum of 5 working days prior to each closure. The Contractor shall furnish copies of these notifications to the Engineer.

1-07.26 Personal Liability of Public Officers

(February 1, 2008 R&E GSP)

Section 1-07.26 is revised to read:

Neither the Mayor, the Ferndale City Council, employees of the City, or the Engineer shall be personally liable for any acts or failure to act in connection with the Contract, it being understood that in such matters, they are acting solely as agents of the City of Ferndale.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

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

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

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

Add the following new section:

1-08.0(2) Hours of Work

(March 8, 2013 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Contracting Agency to perform storm sewer work, the normal straight time working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the Contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

Written permission from the Engineer is required, if a Contractor desires to perform work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer than an 8-hour period on any day. The Contractor shall apply in writing to the Engineer for such permission, no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

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.

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.

1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed.

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

- 1. Request to Sublet Work (Form 421-012), and
- 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification.

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

1-08.3(2)A Type A Progress Schedule

(March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit <u>3</u> copies of a Type A Progress Schedule during the <u>preconstruction conference</u>, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 2 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

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

1-08.4 Notice to Proceed and Prosecution of Work

(November 4, 2013 COF GSP)

Notice to Proceed will be given after the Contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within <u>2 days</u> of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the Contract.

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

(*February 1, 2008 R&E GSP*)

Section 1-08.4 is supplemented with the following:

Project Meetings

The Engineer shall be responsible for preparation of agenda, preparation of minutes and distribution of documentation. One set of the documentation will be sent to each participant. All meetings will be held at on-site, unless otherwise agreed upon.

Progress Meetings

Regular Progress Meetings shall be schedule by the Engineer. Progress Meetings shall be

held weekly or as otherwise schedule by the Engineer.

The Progress Meeting agenda shall include, but not be limited to:

- 1. Review minutes of previous meeting, amend minutes if necessary, and accept minutes.
- 2. Review unresolved questions and issues from previous Progress Meetings and further consider those questions and issues.
- 3. Review new questions and issues regarding delays, coordination with other agencies, changed conditions or work scope, interferences, utilities, and requests for information (RFI's).
- 4. Review corrective measures to regain projected schedule
- 5. Review status of submittals, RFI's, change issues, as-built documentation, and other correspondence.
- 6. Review effects of proposed changes on progress schedule and coordination
- 7. Contractor to present updated look-ahead / as-built schedule describing activities to occur in the upcoming three weeks, and to document the as-built schedule for work accomplished since the prior meeting. Contractor to present the updated schedule at each regular weekly progress meeting.

Coordination Meetings

Coordination Meetings will commence after the NTP has been issued. The purpose of the Coordination Meetings is to coordinate the Contractor's Work with the work being done concurrently at the Site by others. Coordination meetings will be scheduled in conjunction with progress meetings when appropriate.

Additional Meetings

Additional meetings will be scheduled as necessary for the completion of various portions of the Work. Meetings will include pre-installation, pre-testing or other purpose as required by the specifications, conditions on the jobsite, or as requested by the Engineer or the project team.

All costs involved with the various meetings shall be incidental to the various bid items.

1-08.5 Time for Completion

Section 1-08.5 is supplemented with the following:

This project shall be physically completed within <u>15</u> working days.

(August 14, 2013 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized

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

Revise the sixth paragraph to read:

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

- 1. The physical work on the project must be complete; and
- 2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. <u>Property owner releases per Section 1-07.24</u>

1-09 MEASUREMENT AND PAYMENT

1-09.2 Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment

(February 1, 2008 R&E GSP)

Section 1-09.2(1) is supplemented with the following:

Truck certified weight tickets must be machine-printed with gross, tare and net weights. Additional information required on each weight ticket: Truck Number, Driver's Name, Date, Load Time and Date, Load Site, Unload Time and Date, Unload Site. No handwritten weight tickets will be accepted.

At the Engineer's request, the Contractor shall provide the Engineer with a list of hauling vehicles and the licensed legal or permitted gross weight for each vehicle.

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

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

(February 1, 2008 R&E GSP) Section 1-09.6 is supplemented with the following:

No claim for force account shall be allowed except upon written order by the Engineer prior to the performance of the work. The Contractor shall submit the required force account documentation to the Engineer on a daily basis unless agreed otherwise. The Contractor and the Engineer shall review all work or material to be paid for under force account on a daily basis unless agreed otherwise. The Contractor may propose corrections to the force account quantities and shall supply supporting documentation to the Engineer within 2 working days, unless agreed otherwise, of having reviewed the force account quantities with the Engineer.

1-09.9 Payments

(March 13, 2012 APWA GSP)

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

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

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

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

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

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

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

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

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

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

1-09.13(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 <u>the county in which the Contracting Agency's headquarters are located</u>. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General

Section 1-10.1 is supplemented with the following:

The proposed work will take place off of the roadway and away from normal pedestrian traffic. The Contractor shall control traffic as needed to allow access and egress of Contractor equipment and trucks. The Contractor shall coordinate with the Engineer and the property owners and make the necessary arrangements to accommodate the access requirements of the affected property owners and the public services.

If signs are proposed, the Contractor shall determine and place signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the Plans.

1-10.2 Traffic Control Management 1-10.2(1) General

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

(December 1, 2008)

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

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

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

The American Traffic Safety Services Association 15 Riverside Parkway, Suite 100 Fredericksburg, Virginia 22406-1022 Training Dept. Toll Free (877) 642-4637 Phone: (540)368-1701

1-10.2(2) Traffic Control Plans

(*February 4, 2008 R&E GSP*)

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

The Series K WSDOT Standard Plans are included in the contract documents as an appendix. These standard plans and the Traffic Control Plans included in the Contract Documents shall be considered as the project TCP's. The contractor may choose to submit alternate TCP's for approval as outlined in this section.

Any modifications to existing plans or new traffic plans shall be submitted to the Engineer for review and approval a minimum of five (5) working days prior to institution of the plan.

1-10.4 Measurement (August 2, 2004 WSDOT GSP)

Lump Sum Bid for Project (No Unit Items)

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

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

TECHNICAL SPECIFICATIONS

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1 DIVISION 2

2 EARTHWORK

3 4

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

5 6 **2-01.1 Description**

7 (February 4, 2008 R&E GSP)

9 Section 2-01.1 is supplemented with the following:

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This item also includes any clearing and grubbing necessary for the construction of driveways and the reconstruction of intersecting roads shown on the plans.

14 Clearing and Grubbing work includes removal and disposal of topsoil to a depth of 6-inches 15 and trees as shown on the plans. In addition to natural materials, clearing and grubbing shall 16 also include removing and disposing of all refuse and any remaining structures, obstructions, 17 trees and/or tree stumps within the right-of-way excluding contiguous pavement or structures 18 identified under "Removal of Structures and Obstructions", as directed by the Engineer. 19

20 2-01.2 Disposal of Useable Material and Debris

- 21 (February 4, 2008 R&E GSP) 22
- 23 Section 2-01.2 is supplemented with the following:24

Unless otherwise provided in the specifications, all material removed under this item shall become the property of the Contractor.

28 **2-01.2(1)** Disposal Method No. 1 - Open Burning

29 (February 4, 2008 R&E GSP)30

- 31 Section 2-01.2(1) is supplemented with the following: 32
 - Disposal method No. 1 shall not be permitted within the project limits.

35 2-01.2(3) Disposal Method No. 3 - Chipping

36 (February 4, 2008 R&E GSP) 37

38 Revise the fourth sentence to read:

- 39
 40 "Unsold chips shall become the property of the Contractor and shall be removed from the
 41 project limits."
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2-01.3 Construction Requirements

2-01.3(1) Clearing

4 (February 4, 2008 R&E GSP)

- Section 2-01.3(1) is supplemented with the following:
- 8. The Contractor shall clear all areas staked and flagged by the Engineer prior to the placement of cut/fill stakes, offset stakes or grade hubs.
 - 9. Tree trimming shall be sequenced so that overhanging limbs are removed prior to commencing construction activities. Construction activities include equipment staging, materials storage, and worker-vehicle parking.
- 13 10. When tree roots are encountered during construction activities, the Contractor shall
 14 carefully expose all roots greater than1 inch diameter, either by hand or gently with the
 15 machine bucket, and then cut cleanly with lopper or saw. Pulling and wrenching of the
 16 roots shall not be allowed.

2-01.3(2) Grubbing

- 20 Section 2-01.3(2) is supplemented with the following:
 - f. Stumps shall be removed except where doing so would damage water, sewer lines or other utilities. Voids left by stump removal shall be backfilled with a granular material and compacted in accordance with Section 2-03.3(14)C. Unless otherwise noted, all materials removed shall become the property of the Contractor and shall be disposed of outside the project limits.
 - g. If equipment outriggers are placed between the proposed sidewalk and the trees, the Contractor shall place plywood or large wood chips to spread out the weight of the outriggers.
- **2-01.5** Payment
- 32 (February 4, 2008 R&E GSP)

34 Section 2-01.5 is supplemented with the following:35

36 "Clearing and Grubbing," lump sum. No additional payment shall be made for haul. Any
37 other clearing and grubbing not specifically identified as being paid for elsewhere will be
38 considered incidental to this bid item and no other payment shall be made.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2 3 **2-02.1 Description**

4 (September 15, 2008 R&E GSP)

56 Section 2-02.1 is supplemented with the following:

8 Also included will be existing asphalt concrete pavement, chip seal, cement concrete curbs, 9 gutter, sidewalk, driveways, retaining walls, culverts, ecology blocks, guardrail and posts, 10 plugging drainage pipes, landscaping structures, fire hydrants, fences, and other structures necessary to complete the work indicated on the plans or as directed by the Engineer. 11 12 Equipment, labor, and materials necessary to perform the work as specified shall be 13 considered a portion of this work. All material shall be hauled offsite to a permitted, 14 Contractor provided disposal site in accordance with Section 2-03.3(7)C. No payment will 15 be made for haul.

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17 2-02.3 Construction Requirements

- 18 (February 4, 2008 R&E GSP) 19
- 20 Section 2-02.3 is supplemented with the following:

Utility Removal

Cavities left by removal of features by other parties, i.e., utility poles or other obstructions, shall be backfilled and compacted by the Contractor in accordance with Section 2-03.3(14)C.

Use of Explosives

27 Explosives shall not be used in the demolition.

29 **2-02.3(3)** Removal of Pavement, Sidewalks, Curbs and Gutters

- 30 (February 4, 2008 R&E GSP)
- 31
- 32 Section 2-02.3(3) is supplemented with the following:

33 34

35

- Delete Item 1. No on-site burial of pavement, sidewalks, curbs and gutters, is allowed.
- 36 Item 3 is supplemented with the following: "At locations where the existing concrete is to 37 remain, the horizontal sawcut line shall not vary more than 1/8 inch along the edge of a 10-38 foot straightedge placed on the surface parallel to the horizontal sawcut line."
- 39

40 **2-02.4 Measurement**

- 41 (February 4, 2008 R&E GSP)
- 42

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- 43 Section 2-02.4 is supplemented with the following:
- 45 Saw-cut ACP and Saw-Cut PCC will not be measured and shall be considered incidental to
 46 the various bid items.
- 47

2-02.5 Payment

- (*February 4, 2008 R&E GSP*)

Section 2-02.5 is supplemented with the following:

The lump sum contract price for "Removal of Structures and Obstructions" shall be full compensation for all tools, equipment, materials, and labor to excavate and dispose of the above materials, including Haul and disposal fees; transporting to and stacking the ecology blocks. Removal of any structures and obstructions readily apparent by visual inspection from the ground surface and not identified elsewhere will be considered incidental to this bid item.

2-04 HAUL

2-04.4 Measurement

(*February 5, 2008 R&E GSP*)

Section 2-04.4 is revised to read:

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

2-04.5 Payment

(*February 5, 2008 R&E GSP*)

Section 2-04.5 is deleted in its entirety.

2-07 WATERING

2-07.4 Measurement

- (*September 15, 2008 R&E GSP*)
- Section 2-07.4 is supplemented with the following:

The Contractor shall provide water distribution records including truck tickets and operator time records if requested by the Engineer. The contractor will not be allowed to use City water from fire hydrant without a suitable backflow preventor and meter. Prior to using any City hydrant, the Contractor shall submit a test report verifying that the backflow preventor is functioning property. Use of City water must be pre-approved by the Public Works Department.

1 2-09 STRUCTURE EXCAVATION

3 **2-09.1** Description

4 Section 2-09.1 is supplemented with the following: 5

Dewatering

7 The requirements for construction dewatering as specified herein are based on site 8 hydrogeologic conditions, construction requirements, and seasonal constraints. Construction 9 dewatering is to be performed to provide and maintain all excavations sufficiently free of 10 groundwater and in a hydrostatic condition suitable for the required construction.

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12 Refer to the Geotechnical Report in the appendix for groundwater information.13

14 Dewatering shall consist of the furnishing, installation, testing, operation, maintenance and 15 removal of dewatering systems to achieve proper completion of all work performed under 16 this Contract.

17

18 The Contractor shall be responsible for the design, maintenance, operation and removal of 19 the dewatering system. The Contractor shall dispose of all water in a manner that is 20 compliant with all pertinent permitting and regulatory requirements. The Contractor shall at 21 all times have on hand sufficient pumping equipment and machinery in good working 22 condition for emergencies, including power outage (if applicable), and shall have available at 23 all times competent workers for the continuous and successful operation of the dewatering 24 and monitoring systems. The Contractor shall be responsible for maintaining all electric 25 power service (if applicable) connections to the dewatering system components.

27 2-09.3 Construction Requirements

- 28 Section 2-09.3 is supplemented with the following:
- 29

26

Select excavated material, as approved by the Engineer, shall be used as backfill. If the
 Engineer determines that native material is not suitable for trench backfill, import gravel
 shall be used and payment shall be made per Section 4-02.5.

34 **Dewatering**

The Contractor shall:

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- Provide sufficient number of pumps with adequate capacity at the site. Standby pumps and power or fuel supply shall be on hand at all times. Provide appropriate sumps and ditches where necessary.
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- 43 3. Maintain the dewatering system during all phases of construction.
- 4. Be responsible for operating, maintaining, and monitoring the dewatering system.
 45 System maintenance shall include, but not be limited to, at least daily supervision by
 46 some responsible person skilled in the operation, maintenance, and monitoring of flows
 47 from wells and sumps, replacement of system components, and any other work required
 48 to maintain the performance of the system.

1 **Dewatering Submittals**

2 The Contractor shall submit to the Engineer a dewatering plan for the method, installation 3 and details of the dewatering system the Contractor proposes to use. Review by the Engineer 4 of the method, installation and operation and maintenance details submitted by the 5 Contractor shall not in any way be considered to relieve the Contractor from full 6 responsibility for errors therein or from the entire responsibility for complete and adequate 7 performance of the system in controlling the water level in the excavated areas. The 8 Contractor shall be solely responsible for proper design, installation, operation, protection, 9 maintenance, and any failure of any component of the dewatering system. The Contractor shall submit the dewatering plan to the Engineer for review a minimum of 14 days prior to 10 the start of excavation at the site. 11

12

13 Electrical Supply for Dewatering System

14 If used, the electrical service used for dewatering shall be supplied by the Contractor and 15 shall be separate from all other Contractor electrical requirements.

16

17 **Dewatering Discharge**

18 The Contractor may be permitted to discharge water to Contracting Agency owned field 19 immediately southeast of the project area, upon written request and approval by the 20 Contracting Agency. The Contractor shall be responsible for full dispersion of the discharge 21 flows sufficient to prevent erosion. The Contractor shall be responsible for complying with 22 water quality standards outlined in the permits obtained by the City for the project. The 23 Contractor, at their own cost shall be responsible for the repair and/or maintenance of the 24 field for correction of impacts due to the dewatering efforts. 25

26 **2-09.3(3)D Shoring and Cofferdams**

27 Section 2-09. 3(3)D, is supplemented with the following:

28

29 The Contractor shall install structural shoring at the locations shown in the Plans and in

accordance with Section 2-09.3(3)D. The Contractor shall submit structural shoring plans to
 the Engineer in accordance with Section 2-09.3(3)D.

33 2-09.3(4) Construction Requirements, Structure Excavation, Class B

- 34 Section 2-09.3(4) is supplemented with the following:
- 35

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All trenches shall be backfilled and completed by the end of the day. No payment shall be
 made for backfill of native materials. Gravel base shall be used for backfill unless the
 Engineer approves the use of native material.

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1 **2-09.4 Measurement**

- 2 Section 2-09.4, is supplemented with the following:
- 3

Structural Shoring Class B will be measured by the square foot of completed structural shoring
in place. The bottom limits for vertical measurement will be the bottom of the structural
shoring. The top limit for vertical measurement will be the top of the structural shoring as
shown on the Plans. The horizontal limits for measurement are from end of the structural
shoring to the end of the structural shoring.

9

No specific unit of measure will be made for the lump sum item "Dewatering".

10 11

12 **2-09.5 Payment**

13 Section 2-09.5 is supplemented with the following:

- 14
- 15 "Structural Shoring Class B", per square foot.
- 16 The unit contract price per square foot shall be full pay for furnishing material, and
- 17 constructing, the structural shoring, including all excavation, backfill, compaction, and other
- 18 work required when constructing the structural shoring and removing the structural shoring.
- 19
- 20 "Dewatering", lump sum.
- The lump sum contract price for "Dewatering" shall be full pay for performing the work as specified, including furnishing, installation, operation, maintenance, and removal of the dewatering system.
- 24

DIVISION 4 BASES	
DASES	
4-02 GRAVEL BASE	
4-02.2 Materials	
(February 5, 2008 R&E GSP)	
Section 4-02.2 is replaced with:	
Material shall meet the requirements of Section 9-03.10 Gravel Base as modified. References revised Section 9-03.10 Aggregate for Gravel Base.	er to
4-02.4 Measurement (<i>February 5, 2008 R&E GSP</i>)	
Section 4-02.4 is revised to read:	
"Gravel Base" shall be measured by the ton.	
4-02.5 Payment (<i>February 5, 2008 R&E GSP</i>)	
Section 4-02.5, delete the second paragraph and replace with the following:	
"Gravel Base" per ton.	
Section 4-02.5 is supplemented with the following:	
Proof rolling of material at the direction of the Engineer will be considered incidental to bid item.	this
4-04 BALLAST AND CRUSHED SURFACING	
4-04.2 Materials (March 27, 2014 R&E GSP)	
Section 4-04.2 is supplemented with the following:	
Rail road ballast called out in the Plans shall meet the requirements of Permeable Ballast	
4-04.4 Measurement (<i>February 5, 2008 R&E GSP</i>)	
Section 4-04.4 is revised as follows:	
The second paragraph is revised to read:	
"Permeable Ballast", shall be measured by the ton.	
	73

4-04.5 Payment (*February 5, 2008 R&E GSP*)

Section 4-04.5, 4th item is revised as follows:

"Permeable Ballast", per ton.

1 DIVISION 6

2 **STRUCTURES**

3 4

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8 9 6-02 CONCRETE STRUCTURES

6 6-02.2 Materials

7 Section 6-02.2 is supplemented with the following:

Pigmented Sealer

10 11 The pigmented sealer shall be a semi-opaque colored toner containing only methyl 12 methacrylate-ethyl acrylate copolymer resins, toning pigments suspended in solution at all 13 times by a chemical suspension agent, and solvent. Toning pigments shall be laminar 14 silicates, titanium dioxide and inorganic oxides only. There shall be no settling or color 15 variation. Use of vegetable or marine oils, paraffin materials, stearates or organic pigments 16 in any part of coating formulation will not be permitted.

The color shall match the color chip Washington Gray. Pigmented sealer color chips are
available from the State Bridge and Structures Architect, WSDOT Bridge and Structures
Office, P. O. Box 47340, Olympia, WA 98504-7340.

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The pigmented sealer shall be selected from the approved products listed in the WSDOT Qualified Products List, latest edition.

25 **6-02.3 Construction Requirements**

26 Section 6-02.3 is supplemented with the following:

28 **Pigmented Sealer**

29 The Contractor shall submit a one-quart wet sample, a draw down color sample and 30 spectrophotometer or colorimeter readings, taken in accordance with either ASTM D 2244 31 or Color Matching Conference (CMC) standards, for each batch. The calculated Delta E 32 (CIELAB or CMC) shall not exceed 1.0 deviation from the color chip specified and 33 available from the Contracting Agency. The Contractor shall label each wet sample and 34 draw down color sample with the batch number. The Contractor shall not begin applying 35 pigmented sealer until receiving the Engineer's written approval of the pigmented sealer 36 color samples.

37

All surfaces to be sealed shall receive a Class 2 finish, (except that concrete barrier surfaces shall be finished in accordance with Section 6-02.3(11)A) and shall receive a light brush sandblasting in order that complete neutralization of the surface and subsequent penetration of the pigmented sealer is achieved. All curing agents and form release agents shall be removed. The surface shall be dry, clean and prepared in accordance with manufacturer's written instructions. The Contractor shall submit four copies of the manufacturer's written instructions.

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The pigmented sealer shall be spray applied in accordance with the manufacturer's written instructions for application, qualification of applicator, rate of application, and number of coats to apply. Sealer shall be applied only when the air temperature is at or above 50F.

- Sealer shall not be applied until the concrete has cured for at least 28 days. It shall not be applied upon damp surfaces, nor shall it be applied when the air is misty, or otherwise unsatisfactory for the work, in the opinion of the manufacturer or the Engineer. The final appearance shall have an even and uniform color acceptable to the Engineer.
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- 6 7
- For concrete surfaces such as columns, retaining walls and abutments, the pigmented sealer shall extend to 1 foot below the finish ground line, unless otherwise shown in the Plans.
- 8

9 6-02.4 Measurement

- 10 Section 6-02.4 is supplemented with the following:
- 11

Retaining Wall will be measured by the square foot of completed wall in place. The bottom limits for vertical measurement will be the top of the wall footing. The top limit for vertical measurement will be the top of the walls as shown on the Plans. The horizontal limits for measurement are from end of the wall to the end of the wall. The retaining wall footing area shall not be measured and shall be considered incidental to the bid item "Retaining Wall".

- 1718 6-02.5 Payment
- Section 6-02.5 is supplemented with the following:
- 21 "Retaining Wall", per square foot.
- All costs in connection with furnishing material for, and constructing, the retaining wall,
 including concrete, reinforcement steel, pvc weep hole drains, premolded joint filler, etc.,
 shall be included in the unit contract price per square foot for "Retaining Wall."
- 25
- All costs in connection with furnishing and applying pigmented sealer on concrete surfaces as specified shall be included shall be included in the unit contract prices for the various concrete bid items involved.
- 29

30 6-06 BRIDGE RAILINGS31

32 6-06.1 Description

- 33 Section 6-06.1 is supplemented with the following:
- 34 35 T

This work consists of providing and building pedestrian handrailings that meet the requirements of the Plans, these Specifications and the Engineer.

38 **6-06.4 Measurement**

- 39 Section 6-02.4 is supplemented with the following:
- 40

36

- 41 Pedestrian Railing will be measured by the linear foot along the line and slope at the base of42 the completed railing.
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1 **6-06.5 Payment**

- 2 Section 6-06.5 is supplemented with the following:
- 3
- 4 "Pedestrian Railing", per linear foot.
- 5 The unit price for pedestrian railing, per linear foot, shall be full pay for all work to
- 6 complete the installation of the pedestrian railing including but not limited to coring,
- 7 anchor bolts, base plates, grout, thickened concrete sidewalk edge, labor, material, tools
- 8 and equipment necessary to satisfactorily complete the work.
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1 DIVISION 7

DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

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7-04 STORM SEWERS

7 **7-04.1 Description**

- 8 (February 5, 2008 R&E GSP)
- 9
- 10 Section 7-04.1 is supplemented with the following:
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The soils on the site may be considered suitable for trench backfill beneath the roadbed prism. Native materials may be used for trench backfill within the roadway prism with approval from or at the direction of the Engineer.

157-04.3 Construction Requirements

17 Section 7-04.3 is supplemented with the following:

19 **Storm Sewer Pipe**

- Where necessary to complete the removal of existing storm sewer pipe for the installation of new storm sewer pipe, the Contractor shall pump existing sewer flows around the area of work and/or pump directly into tanker trucks or to the existing outfall. The required time of pumping shall be sufficient to allow the work to be completed for the installation of the new storm sewer pipe.
- Pumps used for the temporary diversion of sewer flows shall be capable of passing solids and
 other materials typically found in stormwater flows.
- The Contractor shall give a minimum of one week notice to the Contracting Agency prior to the planned removal and installation of the storm sewer pipe. At the time of notice, the Contractor shall provide a Storm Sewer Pump Around Plan for review and approval by the Contracting Agency.
- The Storm Sewer Pump Around Plan shall show method of removing the existing storm sewer pipe, proposed materials for the storm sewer pipe removal, and the sequence of demolition and removal. The plan shall detail the containment, collection, and disposal of all debris. The Contractor shall not begin removal operations until receiving the Engineer's approval of the Storm Sewer Pump Around Plan.
- 39
- The Contractor may at their option choose to make the connection at night. If night work is elected, the Contractor shall be responsible for all necessary lighting, extra equipment and personnel needed to complete the work. The Contractor shall be responsible for all overtime pay for employees as a result of night work. The Contractor is cautioned that City of Ferndale employees are not on duty for night work. Should City of Ferndale employees be needed to aid in the night work, the Contractor will be billed overtime rates by the Contracting Agency per hour for City employees.
- 47

- According to available information, the water elevation may be at 13.73' at the catchbasin located along Main Street. At each location where pumping is required, at least two pumps shall be supplied, both individually capable of pumping the necessary flows the required distances and against the required elevation head. One shall be designated as the primary pump, and the second shall be a back-up pump.
- Tanker trucks shall empty their loads back into the City of Ferndale's stormwater collection
 system at a catchbasin located at the southeast corner of Correll and Main Street.
- 10 Should the Contractor elect to construct a temporary bypass pumping system around the 11 work area, the Contractor shall convey the flow to the existing outfall. The Contractor shall 12 confirm this distance and elevation difference in the field and size the pumps accordingly. 13 The Contractor shall dispose of all water in a manner that is compliant with all pertinent and 14 regulatory requirements.
- 16 The Contractor shall designate a person to oversee the pumps during their operation. This 17 person shall be on site at all times while the pump around is occurring and shall continually 18 monitor the pump operation. The individual shall be familiar with the operation of the 19 pumps and shall be capable switching between pumps if necessary, refueling the pumps, etc. 20 The Contractor shall take all necessary precautions to prevent an uncontrolled spill of 21 stormwater. 22
 - Roadway and access to City Hall must remain open to the passage of traffic during all pumping operations.

26 **7-04.3(1)** Cleaning and Testing

28 **7-04.3(1)**A General

- 29 Section 7-04.3(1)A is supplemented with the following:
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- Storm Drain Pipe shall be tested visually for alignment with full circle visibility required between drainage structures. Storm drain structures shall be cleaned of sediment and debris prior to final acceptance.
- 34

7-04.4 Measurement

1 2 3 Section 7-04.4 is supplemented with the following:

- Measurement for the various bid items for Storm Sewer pipe as indicated in the bid proposal form, shall be per linear foot. The following items shall be incidental and included in the unit price per linear foot:
- 8 1. Pipe bedding as shown on the Plans
- 9 2. Compaction
- 10 3. Installation of storm sewer pipe
- Coupling bands, fittings, and associated gaskets. 11 4.
- 12 5. Cleaning
- 13 Connection to existing storm drains, culverts, and structures 6.
- 14 7. Storm Sewer Pump Around Plan
- 15 8. Other work and materials, not specifically identified as being paid elsewhere
- 16 9. Bevel of pipe ends if applicable.

18 7-04.5 Payment

19 20 Section 7-04.5 is supplemented with the following:

> The unit contract price per linear foot for the various bid items for Storm Sewer pipe as indicated in the bid proposal form, shall be full compensation for all labor, material, tools and equipment required to complete the Bid Items in accordance with Section 1-04.1.

25 7-08 GENERAL PIPE INSTALLATION REQUIREMENTS 26

27 7-08.2 Materials

- 28 Section 7-08.2 is supplemented with the following:
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30 All trenches within or beneath the roadbed prism shall be backfilled with suitable native 31 material as approved by the Engineer. If suitable native material is unavailable, trenches 32 shall be backfilled with Gravel Base in accordance with Section 4-02. 33

34 Detectable marking tape shall be specifically manufactured for marking and locating 35 underground utilities. Tape shall be solid aluminum foil, visible on the up-printed side, 36 encased in protective high visibility, inert polyethylene plastic jacket, six inches minimum 37 width. Aluminum foil thickness shall be 0.35 mils minimum or thicker if necessary to 38 enable detection from the ground surface by a metal detector when the tape is buried at a 39 depth of 3 feet. Laminate thickness shall be 5 mils minimum. Tape shall have permanent 40 black lettering minimum 1 inch high printed contiguously the entire length of the tape 41 identifying the facility (SEWER, for example). Color shall be in accordance with APWA 42 Uniform Color Code for Temporary Marking of Underground Facilities and in ANSI 43 Z535.1, Safety Color Code. Clips for joining sections of tape shall be tin or nickel-coated 44 and furnished by the tape manufacturer. Tape shall be Terra Tape, Sentry Line Detectable 45 as manufactured by Reef Industries, Detectable tape as manufactured by Mutual Industries, 46 or Detectable Tape as manufactured by Presco.

7-08.3 Construction Requirements

- Section 7-08.3 is supplemented by the following:
 - Roadway must remain open to the passage of traffic during the pipe installation.

7 7-08.3(2)G Jointing of Dissimilar Pipe

- 8 Section 7-08.3(2)G is supplemented with the following:
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Existing storm drains shall be jointed to proposed CPDP by use of factory-fabricated adapter couplings or a pipe collar or as shown in the Plans. The Contractor shall cut existing storm drains. The Contractor shall remove the portions of the storm drain to provide for the installation of the required fitting at the point of connection. All damage caused by the Contractor's operation to existing storm drains to remain in place shall be repaired by the Contractor at no expense to the Contracting Agency. The Contractor shall determine the exact length of the existing storm drains that must be removed.

18 **7-08.5 Payment**

- 19 The fifth paragraph of this section is revised to read:
 - Plugging pipes shall be incidental to the various bid items.
- 23 (July 12, 2010 R&E GSP)

24 Section 7-08.5 is supplemented with the following:

26 "Removal of Unsuitable Material Including Haul", per cubic yard.

The unit contract price per cubic yard for "Removal of Unsuitable Material Including Haul" shall be full pay for all work to remove unsuitable material, haul and disposal of unsuitable material, as specified in Section 7-08.3(1)A.

Payment for "Permeable Ballast" required for trenches as shown on the Plans shall be perton.

33

1 DIVISION 8

2 MISCELLANEOUS CONSTRUCTION

3 4

8-01 EROSION CONTROL AND WATER POLLUTION CONROL

56 8-01.3 Construction Requirements

8 8-01.3(1) General

9 Section 8-01.3(1) is supplemented with the following:

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11 The Contractor shall prepare a Stormwater Pollution Prevention (SWPP) Plan in compliance 12 with the most current edition of the Department of Ecology's Stormwater Management 13 Manual for Western Washington, Volume II – Construction Stormwater Pollution Prevention 14 and the NPDES Permit. The Contractor's ESC Lead shall coordinate with the Contracting 15 Agency in preparing the SWPP Plan. The SWPP Plan is to remain onsite throughout the 16 duration of construction.

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18 **8-01.4 Measurement**

Section 8-01.4 is supplemented with the following:

No specific unit of measure shall apply to the lump sum item "ESC Lead."

No specific unit of measurement will apply for the lump sum bid item "SWPP Plan Preparation".

26 8-01.5 Payment

- 27 The first item, "ESC Lead", of Section 8-01.5 is revised to read:
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"ESC Lead", lump sum.

31 "SWPP Plan Preparation", Lump Sum

The lump sum price for SWPP Plan Preparation shall be full compensation for all labor, materials, tools and equipment to satisfactorily complete the work as necessary and defined in the Standard Specifications, these Special Provisions, and the Plans.

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36 8-02 ROADSIDE RESTORATION

38 **8-02.1 Description**

- 39 Section 8-02.1 is supplemented with the following:
- 40
- 41 Furnish all labor, materials and equipment necessary for installation of planting and 42 installation of topsoil and soil amendments, including but not limited to the preparation of the
- 43 ground surface, installation of soil amendments, application of fertilizer, installation of seed,
- 44 and chemicals as necessary in areas shown on the Plans, as specified in this document, or as
- 45 directed by the Engineer in accordance with these specifications.
- 46

- 1 The extent and location of seeding work includes all areas in this project, except new plant 2 beds and paved areas, which are disturbed by construction, grading, pavement removal, 3 utility installation and any other of the Contractor's operations or as directed by the Engineer 4 in accordance with these specifications.
- 5
- 5 6 7

The Contractor shall provide 48 hours notice to the Engineer when an inspection is desired.

8 8-02.3 Construction Requirements

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10 **8-02.3(4)** Topsoil

- 11 (March 18, 2010 R&E GSP)
- 12 Section 8-02.3, revise the 1st sentence of this Section to read: 13

14 Topsoil shall be evenly spread over the specified areas to a depth of four (4) inches or as 15 otherwise directed by the Engineer. The soil shall be cultivated to a depth of 6 inches. After 16 the topsoil has been spread, all large clods, hard lumps, and rocks 3 inches in diameter and larger, and litter shall be raked up, removed, and disposed of by the Contractor. The area 17 18 shall then be rolled with a landscape roller in at least 1 direction at a velocity not to exceed 2 19 feet per second. Spread topsoil after subgrade preparation is complete. Topsoil shall not be 20 placed when the ground or topsoil is frozen, inundated with water, or in a condition 21 detrimental to the Work.

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23 8-02.3(4)A Topsoil Type A

- 24 (April 21, 2010 R&E GSP)
- Section 8-02.3(4)A is supplemented with the following:
 - Topsoil Type A shall be used for seeded lawn installation.

29 8-02.3(11) Bark or Wood Chip Mulch

- 30 Section 8-02.3(11) is supplemented with the following: 31
- Wood Cellulose mulch shall be applied at a rate of 2,000 pounds per acre. To improve germination of seeds, this rate may be increased with approval by the Engineer.
- 34

35 8-02.3(16) Lawn Installation

- 36 (April 22, 2010 R&E GSP)
- 37 Section 8-02.3(16) is supplemented with the following:
- 38
- The Contractor shall perform lawn installation in accordance with the following: Immediately prior to seeded lawn installation, a nominal four (4) inch depth of Topsoil Type A shall be placed in the areas requiring seeded lawn installation or as directed by the Engineer. Peat moss mulch shall be applied to a depth of 1/4 inch over newly seeded lawn area. The area shall then be rolled with a landscape roller in at least 1 direction at a velocity not to exceed 2 feet per second. Alternatively, a seed of fabric mulch mat shall be installed as approved by the Engineer.
- 46
- 47 "Seeded Lawn Installation" will be paid where construction, filling excavation, and grading
 48 have disturbed unimproved areas. This will generally consist of areas behind the sidewalk

where no established lawns or landscaping currently exist. "Seeded Lawn Installation" shall
be placed on all exposed soil disturbed by construction or any area directed by Engineer.
"Seeded Lawn Installation" shall also be placed on all fill and cut areas outside roadway
surface width, within the project limits.

5

6 The intent of seeding is to produce viable roadside vegetation toward the end of preventing 7 erosion. If seeding has not germinated satisfactorily at the time of final acceptance, this 8 work will be considered defective according to Section 1-05.7 of the Standard 9 Specifications. The Engineer may require the Contractor to post security equal to 200% of 10 the amount bid for seeding in order to secure performance of this germination specification. This security shall be in a form acceptable to the City and may be required prior to release 11 12 of retainage of this project. Said security shall not be released until satisfactory germination 13 has occurred. Any erosion, which in the opinion of the Engineer, occurs directly as a result 14 of insufficient seed germination shall be repaired by the Contractor at no additional expense 15 to the City. Any such repairs shall be completed prior to project acceptance or release of 16 security as identified herein. Satisfactory germination is defined as a minimum of 300 stems per square foot. Any area in which two consecutive one square foot plots sampled fall 17 18 below this standard will be considered defective and shall be corrected by the Contractor. 19

The dates for seeding outlined in Section 8-02.3(16)A of the Standard Specifications will be considered guidelines rather than requirements for this item. The Contractor shall use professional judgment and consider factors such as weather and soil moisture to obtain satisfactory germination."

Immediately after hydroseeding, the Contractor shall remove hydroseed overspray from all features other than the intended seeding area."

Binding AgentsBinding Agents

Tacking agents and soil binders shall be provided in accordance with Section 8-01.3(2)E.

32 **8-02.4 Measurement**

33 (February 7, 2008 R&E GSP)

Section 8-02.4, is supplemented with the following:

No separate measurement will be made for topsoil, composted mulch, water and fertilizer,
 and binding agent, where applied for "Seeded Lawn Installation".

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39 8-02.5 Payment

- 40 (*February* 7, 2008 *R&E GSP*)
- 41 Section 8-02.5 is supplemented with the following:
- 42

43 The unit contract price per square yard for "Seeded Lawn Installation" shall be full 44 compensation for all labor, materials (topsoil, fertilizer, mulch, soil amendments, binding 45 agents, and water), tools and equipment necessary to perform the work as specified herein. 46 All other items in this Section, not specified on the Bid Proposal form shall be included in the 47 cost of "Seeded Lawn Installation". The unit price shall be full compensation for multiple 48 applications in areas required by the Engineer as the work progresses.

1 The following new Section is created:

2 8-30 POTHOLE EXISTING UNDERGROUND UTILITY

3 4

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8-30.1 Description

6 When directed by the Engineer or shown on the Plans, this work shall consist of potholing 7 existing underground utilities. The Contractor shall perform utility investigations or 8 coordinate with utility companies as required. At the direction of the Engineer, the 9 Contractor shall perform exploratory excavations or provide hand potholing as required to 10 collect as-built utility information. The Contractor shall verify the depth and location of existing underground utilities. The Contractor shall immediately notify the Engineer if field 11 12 conditions differ from that shown on the Plans. The Contractor shall give the owner advance 13 notice of four (4) working days, prior to conducting such investigations.

- 1415 8-30.4 Measurement
- 16 17 Mea

Measurement for potholing existing underground utilities will be by the unit for each pothole.

18 po 19

20 8-30.5 Payment

21 Payment will be made in accordance with Section 1-04.1, for the following bid items:

22 23

"Pothole Existing Underground Utility", per each.

The unit contract price per each for "Pothole Existing Underground Utility" shall be full compensation for all equipment, labor, and materials to locate the existing utility, verify the utilities' vertical and horizontal location, and restoring the disturbed area.

27

33

28 The following new Section is created:29

30 8-31 REPAIR EXISTING PUBLIC AND PRIVATE FACILITIES 31

32 **8-31.1 Description**

This work shall consist of the repair of existing public and private facilities, and the correction, repair, removal, or construction of items as directed by the Engineer. This shall not exempt the contractor from protecting known existing facilities, or from the responsibility for repair of such known existing facilities.

38

39 8-31.3 Construction Requirements

40

The contractor shall obtain written or verbal approval from the Engineer, prior to proceeding
with any repair of existing or private facilities. Work performed without approval from the
Engineer will not be compensated.

- 44
- 45

The Contractor and the Contracting Agencies' representative or Engineer shall reconcile the hours of work for labor and equipment on a daily basis for the purpose of tracking all work under this item. The Contractor shall supply the Engineer with material invoices for all materials incorporated into this work in a timely manner. Invoices shall be original or copies of original invoices from the material supplier.

8-31.4 Measurement

Work performed under the item "Repair Existing Public and Private Facilities" shall be measured in accordance with Section 1-09.6 Force Account.

8-31.5 Payment

Payment for the item "Repair Existing Public and Private Facilities" shall be full compensation for all labor, tools, equipment, materials and subcontractor work needed to complete individual items of work as directed by the engineer. This item shall be paid in accordance with Section 1-09.6 Force Account.

19 8-32 UNANTICIPATED SITE WORK20

21 8-32.1 Description

Unanticipated site work shall be performed at locations designated by the Engineer, and at locations proposed by the Contractor and approved by the Engineer.

26 8-32.3 Construction Requirements

The Contractor and the Contracting Agencies' representative or Engineer shall reconcile the hours of work for labor and equipment on a daily basis for the purpose of tracking all work under this item. The Contractor shall supply the Engineer with material invoices for all materials incorporated into this work in a timely manner. Invoices shall be original or copies of original invoices from the material supplier.

8-32.4 Measurement

Work performed under the item "Unanticipated Site Work" shall be measured in accordance with Section 1-09.6 Force Account.

8-32.5 Payment 40

Payment will be made in accordance with Section 1-04.1, for the following bid item:
"Unanticipated Site Work," by force account as provided in Section 1-09.6. To provide a
common proposal for all bidders, the Contracting Agency has entered an amount in the
proposal to become a part of the Contractor's total bid.

1 **DIVISION 9**

2 MATERIALS

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9-03 AGGREGATES

6 9-03.10 Aggregate for Gravel Base

7 (December 28, 2009 R&E GSP) 8

9 Section 9-03.10 is revised to read:

Gravel base shall consist of granular material, either naturally occurring or processed. It shall be essentially free from various types of wood waste or other extraneous or objectionable materials. It shall have such characteristics of size and shape that it will compact readily and the maximum particle size shall not exceed ½ of the depth of the layer being placed.

Gravel base shall meet the following requirements for grading and quality when placed in
 hauling vehicles for delivery to the roadway or during manufacture and placement into a
 temporary stockpile. The exact point of acceptance will be determined by the Engineer.

21	Sieve Size	Percent Passing
22	4" square	100
23	1-1/2" square	70-100
24	1/2" square	35-80
25	U.S. No. 4	15-50
26	U.S. No. 40	20 max
27	U.S. No. 200	5.0 max
28		

- 29 Sand Equivalent shall be 40 min.
- 30

31 All percentages are by weight.

32 Gravel base material retained on a No. 4 sieve shall contain not more than 0.20 percent by

- 33 weight of wood waste.
- 34 35

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.1 Soil

9-14.1(1) Topsoil Type A

General: Topsoil shall be free draining, fertile, friable sandy loam, and shall supply the
following composition requirements: weed and seed free; pH between 5.5 and 7.5; maximum
particle size to 1/2 inch, with 97% to 100% passing the 3/8 inch screen; soluble salts shall not
exceed 4.0 mmho/cm; free of clay lumps, litter and toxic matter harmful to plant growth.
Components shall conform to the requirements indicated. Percentages below are by volume.
Mixing of the soil components shall not occur on site.

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		Sand	Compost	Sandy Loam
	Topsoil for turf, rough grass and plant bed areas			
		34%	33%	33%
14				
15	Top Sand: Conform to the following analysis using Ty	ler Stan	dard Screen	s - Equivalent U.S.
16	Series Number:			-
17	Sieve Size	Percer	nt Passing by	w Weight

17	Sieve Size	Percent Passing by Weight
18	#4	100%
19	#10	95-100%
20	#16	85-100%
21	#30	75-90%
22	#60	15-30%
23	#100	0-5%
24	#200 (wet sieve)	0-1.5%
25		

26 Composted Mulch: Material shall be derived from aerobic decomposition of recycled plant 27 waste fully composted; material shall be composted on a paved surface and shall have a moisture content of between 20% and 40%; no visible free water or dust shall be produced 28 29 when handling the material; fresh sawdust or fresh wood by products shall not have been 30 added after the composting process has begun. No recycled sanican waste shall be used. Yard 31 waste shall be from permitted composting facility. Pure organic matter content shall be between 30% and 50% by weight. 100% of composted yard waste shall pass the 7/16 inch 32 33 screen and a minimum 50% shall pass the 1/4" screen. Material shall be maintained at a 15% 34 oxygen level throughout the composting process.

35

Sandy Loam: Shall be derived from the "A" horizon of naturally occurring, free draining,
 friable soils. Soils with a high clay content will be rejected. Submit separate sample for
 approval prior to mixing.

40 **9-14.2 Seed**

41 Section 9-14.2 is supplemented with the following:

42

39

43 Grass seed for Seeded Lawn Installation shall be a blended seed mixture of non-leafy grasses 44 of a commercial grade for home lawn use. The composition, proportion, and quality shall be subject to the advance approval of the Engineer. Grass seed mixtures for playgrounds,
 pastures, roadside seeding, or other non-residential use shall not be allowed. The approved
 grass seed mixture shall be applied to the rate of five pounds per 1,000 square feet.

5 9-14.3 Fertilizer

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11

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6 Section 9-14.3 is supplemented with the following: 7

8 The Contractor shall supply a commercially available starter fertilizer designed by the 9 manufacturer for use in new lawn installation applications. The fertilizer formula and 10 application rate shall provide the following types and amounts of nutrients at a minimum:

- 12 Total Nitrogen as N One pound per thousand square feet13
- 14 Available Phosphoric Acid as P_2O_5 One pound per thousand square feet
- 16 Soluble Potash as K_20 One pound per thousand square feet.
- 17 50-60 percent of the total nitrogen shall be derived from ureaform or ureformaldehyde.
- 18 The remainder may be derived from any source.

(January 6, 2014) Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 13-037, effective August 5, 2013 is made a part of this contract.

The Standard Plans are revised as follows:

<u>A-50.10</u>

Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

<u>A-50.20</u> Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

<u>A-50.30</u> Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.10

<u>B-10.20 and B-10.40</u> Substitute "step" in lieu of "handhold" on plan

<u>B-25.20</u>

Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements

<u>B-90.40</u>

Offset & Bend details, add the subtitle, "Plan View" above titles

<u>C-16a</u>

Note 1, reference C-28.40 is revised to C-20.10

<u>C-16b</u>

Note 3, reference C-28.40 is revised to C-20.10

<u>C-20.10</u>

All callouts for "W6 x 9 STEEL POST" are revised to read "W6 x 9 STEEL POST OR 6 x 8 TIMBER POST."

Isometric View, callout, "W6 x 9 x 6' LONG STEEL POST" is revised to read ""W6 x 9 x 6' LONG STEEL POST OR 6 x 8 x 6' LONG TIMBER POST."

Add General Note 5. "All posts for any standard barrier run shall be of the same type: timber or steel."

<u>C-20.40</u>

All callouts for "W6 x 9 STEEL POST" are revised to read "W6 x 9 STEEL POST OR 6 x 8 TIMBER POST."

<u>C-20.42</u>

The callout for "W6 x 9 STEEL POST" is revised to read "W6 x 9 STEEL POST OR 6 x 8 TIMBER POST."

<u>C-22.14</u>

Section B, callout, "5/8" x 2" LONG BUTTON HEAD BOLT WITH 7/32" OVAL GRIP, CUT WASHER, AND HEX NUT" is revised to read "5/8" x 2" LONG BUTTON HEAD BOLT WITH 7/32" OVAL GRIP, CUT WASHER, AND HEX NUT FOR STEEL POST OR 5/8" x 10" LONG BUTTON HEAD BOLT WITH 7/32" OVAL GRIP, CUT WASHER, AND HEX NUT FOR TIMBER POST"

<u>C-22.16</u>

Section B, callout, "5/8" x 2" LONG BUTTON HEAD BOLT WITH 7/32" OVAL GRIP, CUT WASHER, AND HEX NUT" is revised to read "5/8" x 2" LONG BUTTON HEAD BOLT WITH 7/32" OVAL GRIP, CUT WASHER, AND HEX NUT FOR STEEL POST OR 5/8" x 10" LONG BUTTON HEAD BOLT WITH 7/32" OVAL GRIP, CUT WASHER, AND HEX NUT FOR TIMBER POST"

<u>C-23.60</u>

Add General Note 7. "Posts shall match those of connecting run: timber or steel."

<u>C-25.18</u>

General Notes, Note 6 is revised to read "Posts 1 and 2 are 10 x 10 timber or W6 x 15 steel posts ~ 7' - 6" long. Posts 3 through 9 are 6 x 8 timber or W6 x 9 steel posts ~ 6' - 0' long.."

<u>C-25.80</u>

Add General Note 5. "All posts for any standard barrier run shall be of the same type: timber or steel."

<u>C-70.10</u>

Elevation, and Barrier Connection Detail, callout for premolded joint filler, revise $\frac{1}{4}$ " to $\frac{3}{8}$ " Note 1, revise $\frac{1}{4}$ " to $\frac{3}{8}$ ".

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

<u>C-75.10</u>

Elevation, callout for premolded joint filler, revise ¹/₄" to 3/8", Note 1, revise ¹/₄" to 3/8".

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

<u>C-75.20</u>

Elevation, callout for premolded joint filler, revise ¹/₄" to 3/8", Note 1, revise ¹/₄" to 3/8".

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

<u>C-75.30</u>

Elevation, and Plan views, callout for premolded joint filler, revise $\frac{1}{4}$ " to $\frac{3}{8}$ ", Note 1, revise $\frac{1}{4}$ " to $\frac{3}{8}$ ".

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

<u>C-80.10</u>

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

<u>C-80.20</u>

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

<u>C-80.30</u>

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

<u>C-80.40</u>

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

<u>C-85.14</u>

General Notes, Note 1, reference to Standard Plan C-13 is revised to C-70.10

<u>C-85.15</u>

General Notes, Note 2, reference to Standard Plan C-13 is revised to C-70.10

<u>C-85.16</u>

General Notes, Note 1, reference to Standard Plan C-13 is revised to C-70.10

<u>C-85.18</u>

General Notes, Note 1, reference to Standard Plan C-13 is revised to C-70.10

<u>C-85.20</u>

General Notes, Note 3, reference to Standard Plan C-13 is revised to C-70.10

F-10.12

Note 1. See Standard Plan F-30.10 for Curb Expansion and Contraction Joint spacing. Is revised to read; "See Standard Plan F-30.10 for Curb Expansion and Contraction Joint spacing and see Standard Specification section 8-04 and 9-04 for additional requirements."

<u>F-10.62</u>

Plan Title, Precast Concrete Sloped Mountable Curb is revised to read; "Precast Sloped Mountable Curb"

<u>F-10.64</u>

Plan Title, Plan Title, Precast Concrete Dual Faced Sloped Mountable Curb is revised to read; "Precast Dual Faced Sloped Mountable Curb"

<u>F-30.10</u>

Sections, left side of sheet, (4 places), dimension, Sidewalk - 6' - 0'' MIN.(See Contract) is revised to read; "Sidewalk (See Contract)"

Section, top middle of sheet, dimension, Sidewalk -6' - 0'' MIN. (See Contract) is revised to read; "Sidewalk (See Contract)"

<u>F-80.10</u>

callout, top middle of sheet, Match Sidewalk Width See Contract Plans ~ 4' - 0'' MIN. is revised to read; "Match Sidewalk Width See Contract Plans"

dimension, PLAN VIEW TYPE 2, (2 places), 4' - 0" MIN, is revised to read; "(See Contract)"

dimension, SECTION C, See Contract Plans ~ 4' - 0'' MIN. is revised to read; "See Contract Plans"

<u>G-60.20</u>

Side View, callout, "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 4 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min." is revised to read; "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 6 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min."

<u>G-60.30</u>

End View, callout, "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 4 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min." is revised to read; "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 6 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min."

<u>H-70.20</u>

Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

<u>J-3b</u>

Sheet 2 of 2, Plan View of Service Cabinet, Boxed Note, "SEE STANDARD PLAN J-6C..." is revised to read: "SEE STANDARD PLAN J-10.10..."

Sheet 2 of 2, Plan View of Service Cabinet Notes, references to Std. Plan J-9a are revised to J-60.05 (3 instances).

Sheet 2 of 2, "Right Side of Service Cabinet" detail, callout, "1 5/8" x 2 7/16" 12 GA. SLOTTED STEEL CHANNEL BRACKETS (3 REQ'D), EMBED 12"MIN. IN FOUNDATION."

Is revised to read: "1-5/8" x 3-1/4", 12 GA. BACK TO BACK SLOTTED STEEL CHANNEL BRACKETS (3 REQ'D), EMBED 12" MIN. IN FOUNDATION"

J-10.10

Note 2."The contractor shall install the conduits in the locations shown. Conduits shall extend 2" min. above the coupling. The conduit containing unfused utility conductors shall extend into the utility chase." is revised to read:

"The contractor shall install the conduits in the locations shown. Conduits shall extend 2" min. above the coupling. The grounded end bushing on GRS conduit and the end bell bushing on PVC conduit shall extend 3" max. above the coupling. The conduit containing unfused utility conductors shall extend into the utility chase."

Note 4. "The cabinets shall be attached to the foundation with 4 each: $1/2" \times 12" \times 2" \times 4"$ hot dip galv. anchor bolts, washers, and nuts. Stainless steel epoxy anchors may be used as an alternative, and shall be 1/2" diam. $\times 9"$, or 5/8" diam. $\times 8"$. Bolts shall extend 1 1/2" min. to 2" max. above the concrete pad." is revised to read:

"The cabinets shall be attached to the foundation with 4 each: $\frac{1}{2}$ " x 12" x 2" x 4" anchor bolts, washers, and nuts conforming to Section 9-06.5(1) and galvanized after fabrication in accordance with AASHTO M 232. Stainless steel epoxy anchors may be used as an alternative, and shall be $\frac{1}{2}$ " diameter x 9", or 5/8" diameter x 8". Threaded Rod (conforming to ASTM F 593), washers (conforming to ASTM A 240), and nuts (conforming to ASTM F 594), all shall be Type 304 stainless steel. Bolts shall extend 1 $\frac{1}{2}$ " min. to 2" max. above the concrete pad."

<u>J-10.15</u>

ANCHOR BOLT detail, callout – ASTM A307 with washer and nut – Galvanized per AASHTO M 232 is revised to read; "Anchor bolts, washers, and nuts conforming to Section 9-06.5(1) and galvanized after fabrication in accordance with AASHTO M 232 "

<u>J-15.10</u>

Elevation View (3x), Depth dimension, reads; "Depth ~ See Std. Spec. 9-20.3(14)E and Contract", revised to read; "Depth ~ See Std. Spec. 8-20.3(13)A and Contract"

<u>J-15.15</u>

General Notes, Note 3, reference to Standard Plan J-7c is revised to J-27.15

<u>J-20.10</u>

Foundation Detail, callout, " $\frac{1}{2}$ " diameter steel hex nut, with 1 $\frac{1}{2}$ " flat washer (2) each req'd per anchor bolt" is revised to read; $\frac{1}{2}$ " diameter steel heavy hex nut, with $\frac{1}{2}$ " flat washer (2) each req'd per anchor bolt

J-20.11

Sheet 1, View A, callout, "1/2" x 26" full thread ~ (4) required 1/2" hex nuts ~ (4) required per anchor bolt" is revised to read; "1/2" x 24" full thread ~ (4) required 1/2" heavy hex nuts ~ (4) required per anchor bolt"

Section B, callout, "1/2" diameter steel hex nut, with $\frac{1}{2}$ " flat washer, (2) required per anchor bolt" is revised to read; 1/2" diameter steel heavy hex nut, with $\frac{1}{2}$ " flat washer, (2) required per anchor bolt

Sheet 2, Elevation, callout, "Anchor bolt $\frac{1}{2}$ " x 28" full thread ~ (4) required $\frac{1}{2}$ " hex nuts ~ (4) required per anchor bolt" is revised to read: Anchor bolt $\frac{3}{4}$ " x 36" full thread ~ (4) required $\frac{3}{4}$ " heavy hex nuts ~ (4) required per anchor bolt"

J-20.16

Elevation, callout, "1/4" Premolded Joint Filler" is revised to read; "3/8" Premolded Joint Filler"

Add General Note 9. "Junction Box serving the Standard shall preferably be located 5' - 0" (10' - 0" Max.) from the Standard."

J-21.10

Sheet 1, Round Concrete Foundation Detail, Elevation, callout, " $\frac{3}{4}$ " hex nuts, steel, (4) Req'd. per Anchor Bolt" is revised to read; Anchor bolt $\frac{3}{4}$ " x 30" full thread ~ (4) required $\frac{3}{4}$ " heavy hex nuts, steel, (4) Req'd. per Anchor Bolt

Sheet 1, Square Concrete Foundation Detail, Elevation, callout, " $\frac{3}{4}$ " hex nuts, steel, (4) Req'd. per Anchor Bolt" is revised to read; Anchor bolt $\frac{3}{4}$ " x 30" full thread ~ (4) required $\frac{3}{4}$ " heavy hex nuts, steel, (4) Req'd. per Anchor Bolt

Sheet 1, Detail C, callout, "Base Plate Assembly ~ $\frac{1}{2}$ " Diam. steel hex nut, with 1 $\frac{1}{2}$ " flat washer, 2 each req'd per anchor bolt ~ minimum of 2 threads above top of nut or 5/8" maximum (Typ.)" is revised to read; Base Plate Assembly ~ 3/4" heavy hex nut, with $\frac{3}{4}$ " flat washer, 2 each req'd per anchor bolt ~ minimum of 2 threads above top of nut or 5/8" maximum (Typ.)"

Sheet 2, Round Concrete Foundation Detail, Elevation, callout, "Anchor Bolts ~ (4) req'd per assembly (Typ.)" is revised to read; Anchor Bolt $\frac{3}{4}$ " x 30" full thread ~ (4) req'd per assembly (Typ.)"

Callout, "3/4" hex nuts, steel ~ (4) req'd. per anchor bolt" is revised to read; 3/4" heavy hex nuts, steel ~ (4) req'd. per anchor bolt

Sheet 2, Round Concrete Foundation Detail, Elevation, callout, "Anchor Bolts ~ (4) req'd per assembly (Typ.)" is revised to read; Anchor Bolt $\frac{3}{4}$ " x 30" full thread ~ (4) req'd per assembly (Typ.)"

Callout, "3/4" hex nuts, steel ~ (4) req'd. per anchor bolt" is revised to read; 3/4" heavy hex nuts, steel ~ (4) req'd. per anchor bolt

J-22.15

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"

J-29.10

Galvanized Welded Wire Mesh detail, callout – "Drill and Tap for ¼" Diam. Cap Screw, 3 Places, @ 9" center, all 4 edges S.S. Screw, ASTM F593 and washer" Is revised to read;

"Drill and Tap for ¹/4" Diam. Cap Screw, 3 Places, @ 9" center, all 4 edges S.S. Screw, ASTM F593 and washer. Liberally coat the threads with Anti-seize Compound."

J-29.15

Title, "Camera Pole Standard" is revised to read; "Camera Pole Standard Details"

<u>J-29-16</u>

Title, "Camera Pole Standard Details" is revised to read; "Camera Pole Details"

<u>J-60.14</u>

All references to J-16b (6x) are revised to read; J-60.11

<u>J-75.40</u>

Detail C, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC MIN. SIZE # 8 Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC minimum size # 4 AWG Detail C, callout – Stainless Steel, selftapping ¹/₄" Diam. Screw w/ S.S. Washer, space approx. 9" O.C. is revised to read; "Stainless Steel, selftapping ¹/₄" Diam. Screw w/ S.S. Washer, space approx. 9" O.C., liberally coat the threads with Anti-seize compound"

<u>J-75.45</u>

Detail D, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC. MIN. SIZE # 8

Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC minimum size # 4 AWG

Detail C, callout – Stainless Steel, selftapping ¹/₄" Diam. Screw w/ S.S. Washer, space approx. 9" O.C. is revised to read; "Stainless Steel, selftapping ¹/₄" Diam. Screw w/ S.S. Washer, space approx. 9" O.C., liberally coat the threads with Anti-seize compound"

J-90.10

Section B, callout, "Hardware Mounting Rack ~ S. S. 1-5/8" Slotted Channel" is revised to read: "Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8" Slotted Channel"

<u>J-90.20</u>

Section B, callout, "Hardware Mounting Rack (Typ.) ~ S. S. 1-5/8" Slotted Channel" is revised to read: "Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8" Slotted Channel"

K-80.30

In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-008/7/07	A-30.35-0010/12/07	A-50.20-019/22/09
A-10.20-0010/5/07	A-40.00-008/11/09	A-50.30-0011/17/08
A-10.30-0010/5/07	A-40.10-026/2/11	A-50.40-0011/17/08
A-20.10-008/31/07	A-40.15-008/11/09	A-60.10-0110/14/09
A-30.10-0011/8/07	A-40.20-025/29/13	A-60.20-026/2/11
A-30.15-0011/8/07	A-40.50-016/2/11	A-60.30-0011/8/07
A-30.30-016/16/11	A-50.10-0011/17/08	A-60.40-008/31/07
B-5.20-016/16/11	B-30.50-014/26/12	B-75.20-016/10/08
B-5.40-016/16/11	B-30.70-034/26/12	B-75.50-016/10/08
B-5.60-016/16/11	B-30.80-006/8/06	B-75.60-006/8/06
B-10.20-012/7/12	B-30.90-019/20/07	B-80.20-006/8/06
B-10.40-006/1/06	B-35.20-006/8/06	B-80.40-006/1/06
B-10.60-006/8/06	B-35.40-006/8/06	B-82.20-006/1/06
B-15.20-012/7/12	B-40.20-006/1/06	B-85.10-016/10/08
B-15.40-012/7/12	B-40.40-016/16/10	B-85.20-006/1/06

B-15.60-012/7/12 B-20.20-023/16/12 B-20.40-033/16/12 B-20.60-033/15/12 B-25.20-013/15/12 B-25.60-006/1/06 B-30.10-014/26/12 B-30.20-024/26/12 B-30.30-014/26/12	B-45.20-006/1/06 B-45.40-006/1/06 B-50.20-006/1/06 B-60.20-006/1/06 B-60.40-006/1/06 B-65.20-014/26/12 B-65.40-006/1/06 B-70.20-006/1/06	B-85.30-006/1/06 B-85.40-006/8/06 B-85.50-016/10/08 B-90.10-006/8/06 B-90.20-006/8/06 B-90.30-006/8/06 B-90.40-006/8/06 B-95.20-012/3/09 B-95.40-006/8/06
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{c} C-25.22-047/2/12\\ C-25.26-027/2/12\\ C-25.80-027/2/12\\ C-40.14-027/2/12\\ C-40.16-027/2/12\\ C-40.18-027/2/12\\ C-70.10-004/8/12\\ C-75.10-004/8/12\\ C-75.20-004/8/12\\ C-75.30-004/8/12\\ C-80.10-004/8/12\\ C-80.20-004/8/12\\ C-80.30-004/8/12\\ C-80.40-004/8/12\\ C-80.50-004/8/12\\ C-85.10-004/8/12\\ C-85.11-004/8/12\\ C-85.11-004/8/12\\ C-85.14-006/16/11\\ \end{array}$
D-2.04-0011/10/05 D-2.06-011/6/09 D-2.08-0011/10/05 D-2.14-0011/10/05 D-2.16-0011/10/05 D-2.18-0011/10/05 D-2.20-0011/10/05 D-2.32-0011/10/05 D-2.34-011/6/09 D-2.36-021/6/09 D-2.44-0011/10/05 D-2.60-0011/10/05	D-2.48-0011/10/05 D-2.64-011/6/09 D-2.66-0011/10/05 D-2.80-0011/10/05 D-2.82-0011/10/05 D-2.84-0011/10/05 D-2.86-0011/10/05 D-2.88-0011/10/05 D-2.88-0011/10/05 D-2.92-0011/10/05 D-3.09-005/17/12 D-3.10-015/29/13 D-3.11-025/29/13	$\begin{array}{l} D-3.17-01\ldots 5/17/12\\ D-4\ldots 12/11/98\\ D-6\ldots 6/19/98\\ D-10.10-01\ldots 12/2/08\\ D-10.15-01\ldots 12/2/08\\ D-10.20-00\ldots 7/8/08\\ D-10.25-00\ldots 7/8/08\\ D-10.30-00\ldots 7/8/08\\ D-10.35-00\ldots 7/8/08\\ D-10.35-00\ldots 7/8/08\\ D-10.40-01\ldots 12/2/08\\ D-10.45-01\ldots 12/2/08\\ D-15.10-01\ldots 12/2/08\\ D-15.20-02\ldots 6/2/11\\ \end{array}$

D-2.62-0011/10/05 D-2.46-0011/10/05	D-3.15-026/10/13 D-3.16-025/29/13	D-15.30-0112/02/08
E-12/21/07 E-25/29/98	E-4	
F-10.12-026/16/11 F-10.16-0012/20/06 F-10.18-006/27/11 F-10.40-026/21/12 F-10.42-001/23/07	F-10.62-019/05/07 F-10.64-027/3/08 F-30.10-026/20/13 F-40.12-026/20/13 F-40.14-026/20/13	F-40.15-026/20/13 F-40.16-026/20/13 F-45.10-016/21/12 F-80.10-023/15/12
G-10.10-009/20/07 G-20.10-009/20/07 G-22.10-017/3/08 G-24.10-0011/8/07 G-24.20-012/7/12 G-24.30-012/7/12 G-24.40-036/20/13 G-24.50-026/20/13	G-24.60-025/20/13 G-25.10-046/10/13 G-30.10-026/20/13 G-50.10-016/20/13 G-60.10-026/10/13 G-60.20-016/27/11 G-60.30-016/27/11 G-70.10-026/10/13	G-70.20-026/10/13 G-70.30-026/10/13 G-90.10-015/11/11 G-90.20-023/22/13 G-90.30-023/22/13 G-90.40-0110/14/09 G-95.10-016/2/11 G-95.20-026/2/11 G-95.30-026/2/11
H-10.10-007/3/08 H-10.15-007/3/08 H-30.10-0010/12/07	H-32.10-009/20/07 H-60.10-017/3/08 H-60.20-017/3/08	H-70.10-012/7/12 H-70.20-012/16/12 H-70.30-022/7/12
I-10.10-018/11/09 I-30.10-023/22/13 I-30.15-023/22/13 I-30.16-003/22/13 I-30.17-003/22/13	I-30.20-009/20/07 I-30.30-016/10/13 I-30.40-016/10/13 I-30.60-005/29/13 I-40.10-009/20/07	I-40.20-009/20/07 I-50.20-016/10/13 I-60.10-016/10/13 I-60.20-016/10/13 I-80.10-018/11/09
$\begin{array}{c} J-3$	$\begin{array}{c} J-26.15-01\ldots 5/17/12\\ J-27.10-00\ldots 3/15/12\\ J-27.15-00\ldots 3/15/12\\ J-27.15-00\ldots 3/15/12\\ J-28.10-01\ldots 5/11/11\\ J-28.22-00\ldots 8/07/07\\ J-28.24-00\ldots 8/07/07\\ J-28.26-01\ldots 12/02/0\\ J-28.30-02\ldots 6/27/11\\ J-28.40-01\ldots 10/14/0\\ J-28.42-00\ldots 8/07/07\\ J-28.45-01\ldots 6/27/11\\ J-28.50-02\ldots 6/2/11\\ J-28.50-02\ldots 6/2/11\\ J-28.50-01\ldots 5/11/11\\ J-29.10-00\ldots 6/27/11\\ J-29.15-00\ldots 6/27/11\\ J-29.15-00\ldots 6/27/11\\ J-29.16-01\ldots 6/20/13\\ J-40.10-03\ldots 5/20/13\\ J-40.30-03\ldots 5/20/1\\ J-40.36-01\ldots 5/20/1\\ J-40.37-01\ldots 5/20/1\\ \end{array}$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$

K-70.20-00	2/15/07
K-80.10-00	2/21/07
K-80.20-00	12/20/06
K-80.30-00	2/21/07
K-80.35-00	2/21/07
K-80.37-00	2/21/07

L-10.10-026/21/12 L-20.10-026/21/12 L-30.10-016/16/11	L-40.10-026/21/12 L-40.15-016/16/11 L-40.20-026/21/12	L-70.10-015/21/08 L-70.20-015/21/08
M-1.20-026/3/11 M-1.40-026/3/11 M-1.60-026/3/11 M-1.80-036/3/11 M-2.20-026/3/11 M-3.10-036/3/11 M-3.20-026/3/11 M-3.30-036/3/11 M-3.40-036/3/11 M-3.50-026/3/11 M-5.10-026/3/11 M-7.50-011/30/07 M-9.50-011/30/07	M-9.60-002/10/09 M-11.10-011/30/07 M-15.10-012/6/07 M-17.10-027/3/08 M-20.10-026/3/11 M-20.20-011/30/07 M-20.30-0210/14/09 M-20.40-026/3/11 M-20.50-026/3/11 M-24.20-015/31/06 M-24.40-015/31/06 M-24.50-006/16/11 M-24.60-035/11/11	M-40.10-025/11/11 M-40.20-0010/12/07 M-40.30-009/20/07 M-40.40-009/20/07 M-40.50-009/20/07 M-40.60-009/20/07 M-60.10-016/3/11 M-60.20-026/27/11 M-65.10-025/11/11 M-80.10-016/3/11 M-80.20-006/10/08 M-80.30-006/10/08

APPENDICES (This Page Intentionally Left Blank)

APPENDIX A STATE PREVAILING WAGE RATES

For all State Prevailing Wage Rates, Contractor is to visit and Download as Needed the Wage Rates from the Following Website:

https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

APPENDIX B TRAFFIC CONTROL PLAN – SERIES K WSDOT STANDARD PLANS (This Page Intentionally Left Blank)

 A Protective Vehicle is recommended regardiess if a Truck Mounted Attenuator (TMA) is veritable; a work vehicle may be used. When no TMA is used, the Protective Vehicle shall be strategically located to shield workers, with no specific Rol-Athead distance. 	2. Channelizing Device spacing for the downstream taper option shall be 20' O.C.	3. For signs size refer to Manual on Uniform Traffic Control Devices (MUTCD) and		SIGN SPACING = X (1)	RURAL ROADS & URBAN ARTERIALS 35 / 40 MPH 350 ± RURAL ROADS, URBAN ARTERIALS 25 / 30 MPH 200 ± (2) REISINERS DISTIRCTS 25 / 30 MPH 200 ± (2)	URBAN STREETS Z5 MPH OR LESS 100' ± (2) ALL SIGNS ARE BLACK ON ORANGE UNLESS DESIGNATED OTHERWISE	(1) ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS, AND DRIVEWAYS.	(2) THIS SIGN SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.	л. -		· ·	FOR LOCAL AGENCY USE ONLY	NOI FUN USE UN STATE NUULES		10/200	DOWNSTREAM TAPER TO	
SHOULDER WIDTH ZE ZE <thze< th=""> ZE ZE</thze<>	8 84 720 154 214 SEE 5TD, PLAN K40.20 10 105 150 204 257	EVICES	1	CHANNELIZING DEVICE SPACING POSTED SPEED IN TAPER IN TANGENT (MPH) (FEED (FEED)	30					14	0		¢ Ø			SHOULD FE	NDROW
POSTED SPEED (MPH) 25 30 35 40 46 50 55 60 55 70 LENGTH B (FEET) 155 200 250 305 SEE STD. PLAN K40.20	BUFFER DATA	TYPICAL PROTECTIVE VEHICLE WITH TWA (SEE NOTE 1)	VEHICLE TYPE LOADED WEIGHT	4 YARD DUMP TRUCK, MINIMUM WEIGHT 15,000 LBS. SERVICE TRUCK, NAXXIMUM VEIGHT 5HALL BE NACORDANCE WITH MANU- FLAT BED, ETC. PACTURER RECOMMENDATION)	TROLL AHEAD STOPPING DISTANCE = 30 FEET MIN. (DRY PAVENENT ASSUMED)				-		\			× -			WORK WICH WICH

NOTES

MINIMUM TAPER LENGTH = L (FEET)

LONGITUDINAL BUFFER SPACE = B

- A Protective Vehicle Is recommended regardless if a Truck Mounted Attenuator (TIMA) is available; a work vehicle may be used. When no TMA is used, the Protective Vehicle shall be strategically located to shield workers, with no specific
- ion shall be 20' O.C.
- levices (MUTCD) and

ИГТСИЛЯЯ АИЭЈЭ :YE ИМАЯО

8 \boxtimes

- PROTECTIVE VEHICLE ~ RECOMMENDED

Shoulder Closure ~ Low Speed Roadway (40 MPH or Less) Standard Plan K-40.40.00

EXPIRES AUGUST 9, 2007

L'ésolonal

02-15-07 DATE

Ken L. Smith 02-15-1 orate denoment 02-15-1 orate moment of Transpersion

APPROVED FOR PUBLICATION

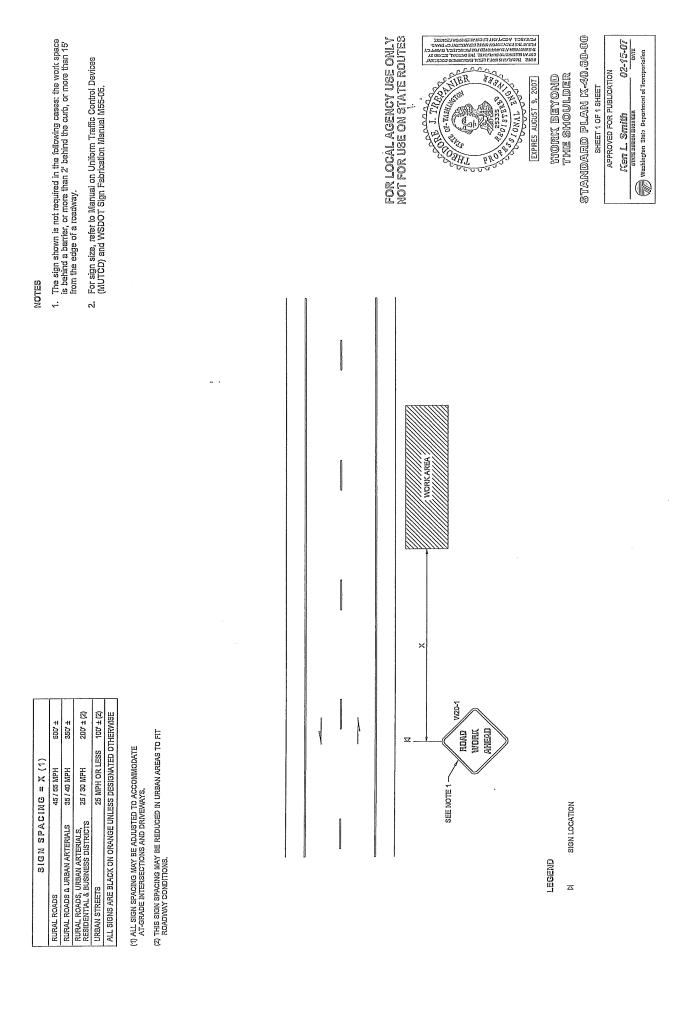
SHEET 1 OF 1 SHEET

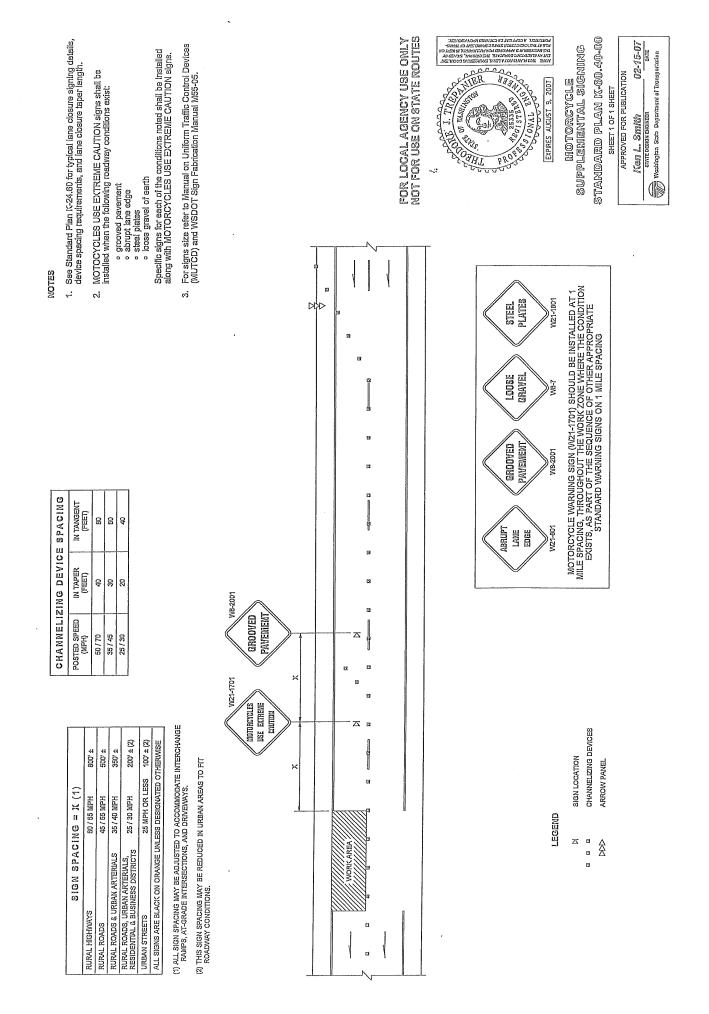
אטווטגר א כביגאאוג ביבוא אויווטגר א כביגאיוג ביבוא באכיניבא א נאיניטג ביווג בי

- CHANNELIZING DEVICES

SIGN LOCATION

LEGEND





NIETONURG ANGLE (Y& MMARO

1. For sign installation details, see Std. Plan G - series. In rural areas, the "v" Height can be a minimum of 7 feet for primary signs and 6 feet for the supplemental plaques for greater visibility, as directed by the engineer.

NOTES

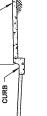
6' TO 12'

SHOULDER

The "V" height for signs, with an area of more than 50 square feet and two or more sign supports, is 7 feet in both rural and urban areas. ri

SIGN

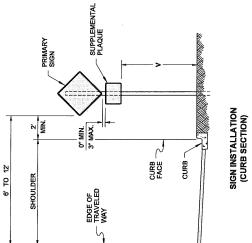




SIDEWALK

5

CURB -

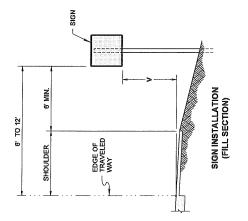


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EDGE OF SIGN SHALL NOT INTRUDE ON EDGE

EDGE OF TRAVELED WAY

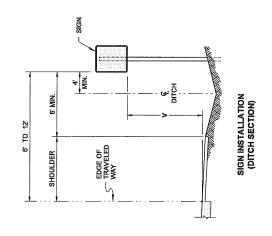
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HEIGHT V	TO BOTTOM OF SIGN TO BOTTOM OF (NO SUPPLEMENTAL PLAQUE PLAQUE) (WHEN REQUIRED)	5' MINIMUM 4' MINIMUM	7' MINIMUM 6' MINIMUM
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STANDARD PLAN K-80.10-00

APPROVED FOR PUBLICATION

SHEET 1 OF 1 SHEET

CONSTRUCTION SIGNING INSTALLATION

02-21-07

Ken L. Smith STATE DESIGN ENGINEER

DATE

Washington State Department of Transportation

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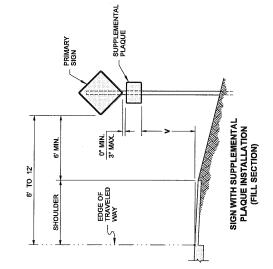
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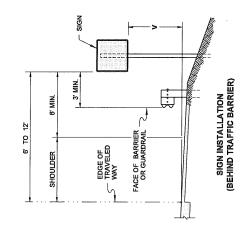
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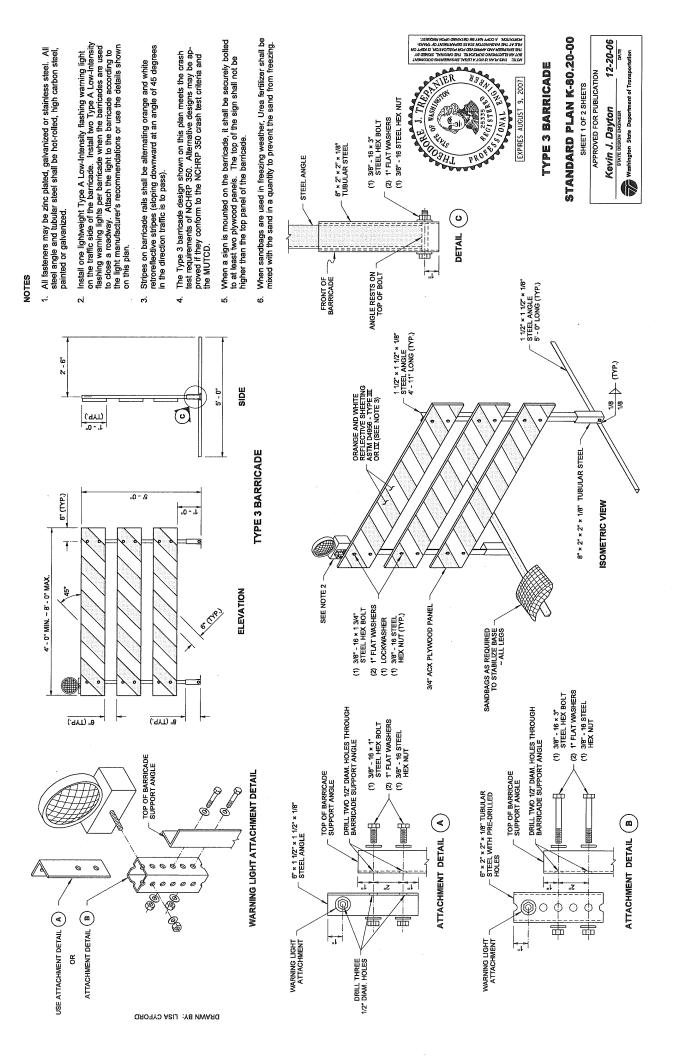
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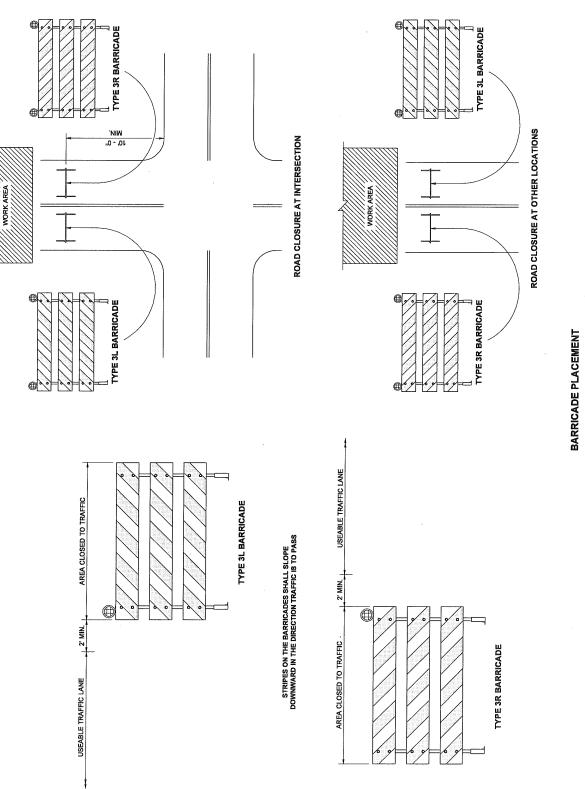




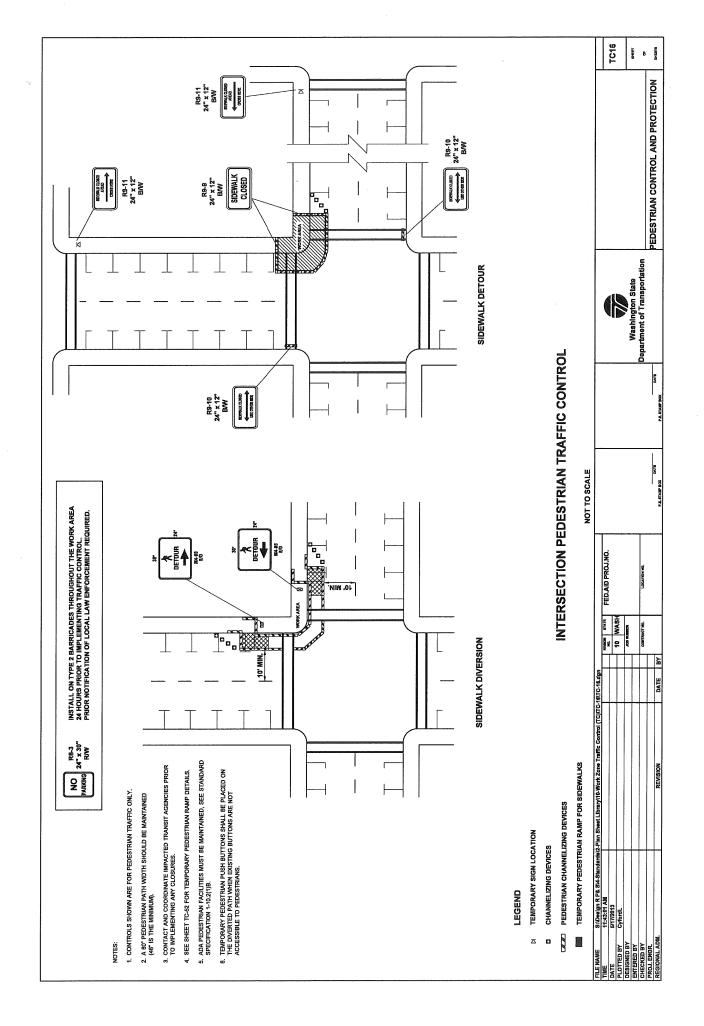


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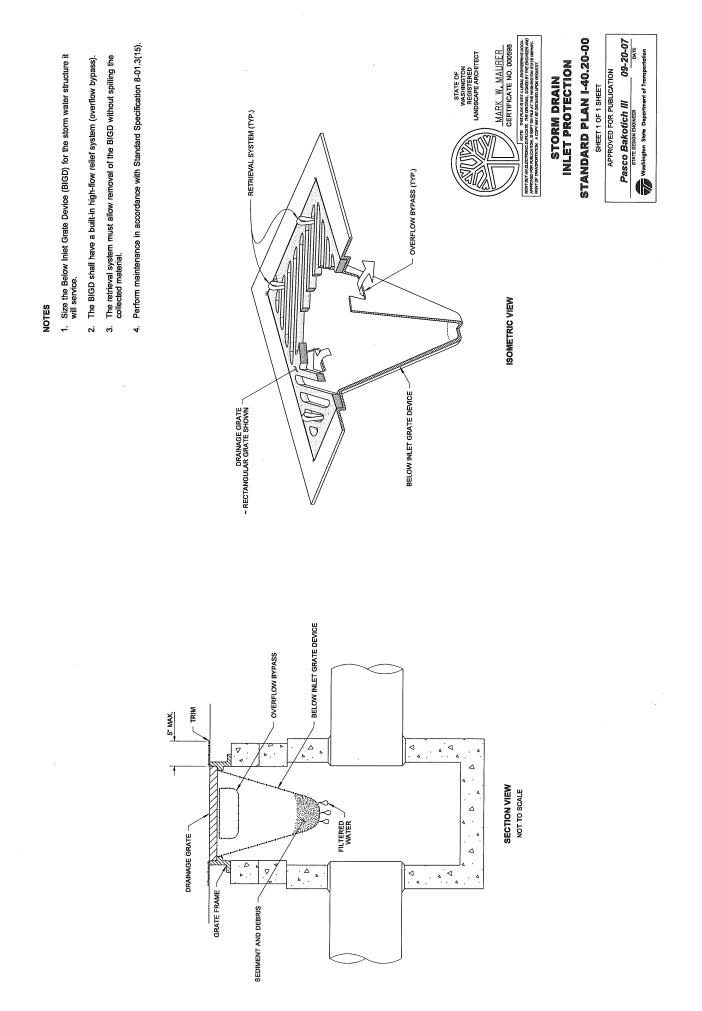
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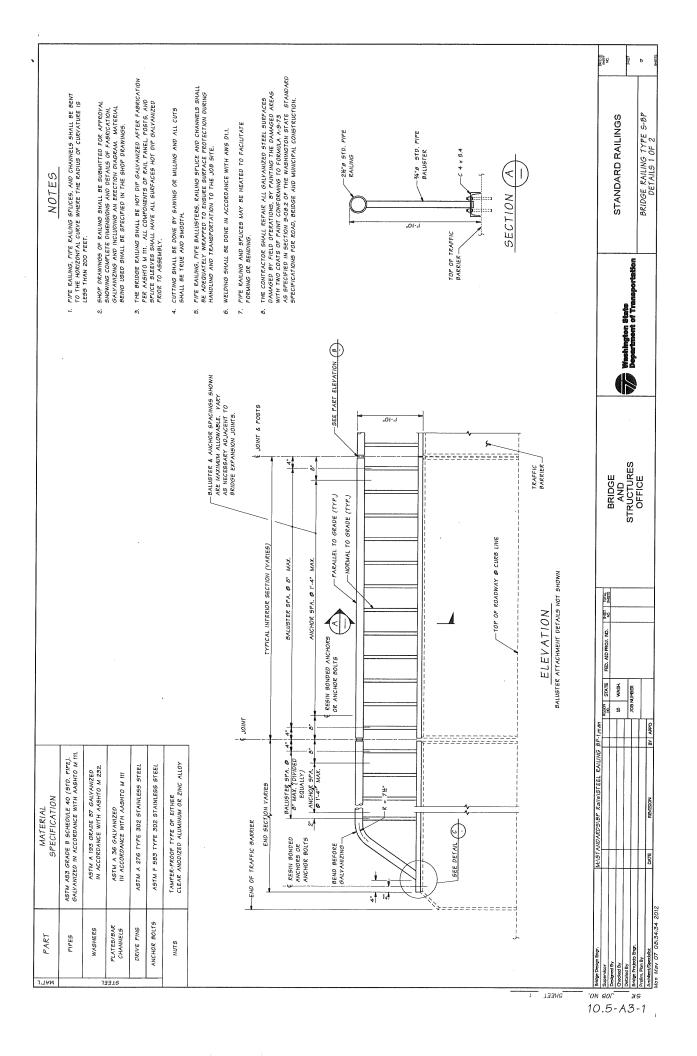


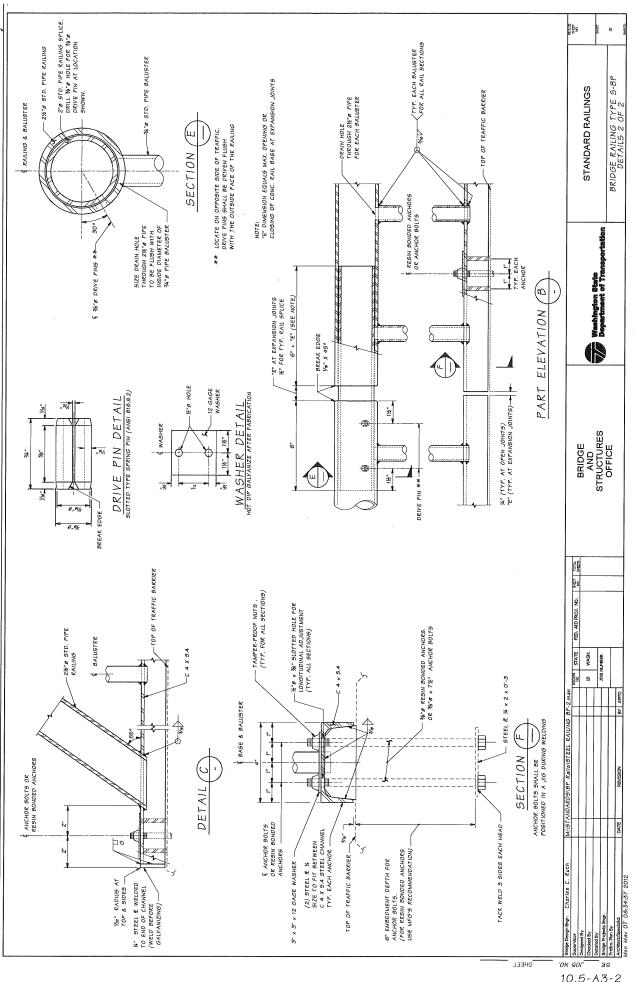
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APPENDIX C WSDOT STANDARD PLANS (This Page Intentionally Left Blank)







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APPENDIX D GEOTECHNICAL INFORMATION (This Page Intentionally Left Blank)



20611-67th Avenue NE Arlington, WA 98223 PHONE 360 733_7318 TOLL FREE 888 251 5276

FAX 360 733_7418

January 28, 2014 Job No. 13-0604

City of Ferndale Public Works PO Box 936 Ferndale, WA 98248

Attn.: Greg Young

Re: Subsurface Soil Evaluation for Proposed Retaining Wall Ferndale Public Library Project Stormdrain Pipe Replacement 2125 Main Street Ferndale, Washington

Dear Mr. Young:

As requested, GeoTest Services, Inc. is pleased to submit this brief report summarizing the results of our soils evaluation for the proposed concrete cast-in-place retaining wall associated with the stormdrain pipe replacement and parking lot improvement project at the Ferndale Public Library site located at 2125 Main Street in Ferndale, Washington, see Figure 1. The purpose of this evaluation was to establish general subsurface conditions beneath the site from which conclusions and recommendations for retaining wall foundation support can be formulated. The subsurface soil and groundwater conditions were explored on January 14, 2014 and were located within the immediate footprint of the proposed retaining wall.

PROJECT DESCRIPTION

The subject property is located on the south side of Main Street in Ferndale, Washington. We understand that the proposed concrete cast-in-place retaining wall will be located along the south central portion of the new parking lot improvements situated between the new library building and the existing City office building. The proposed wall will be approximately 50 feet in length and will incorporate the alignment of existing stormdrain pipe within the east-central portion of the wall. Due to the proximity of the adjacent wetland boundary and the new parking lot pavement elevation the wall is planned to retain approximately 3 to 3.5 of newly placed fill. An appropriate height traffic barrier and railing are also planned above the parking lot pavement elevation.

SITE CONDITIONS

This section discusses the general surface and subsurface conditions observed at the project site during the time of our field investigation. Interpretations of the site conditions are based upon the results of our review of available information, site reconnaissance, subsurface explorations, and our experience in the project vicinity.

Surface Conditions

The proposed new parking lot area consists of portions of the currently paved parking lot and areas of import gravel base recently prepared for the new parking spaces associated with the east parking lot for the library building. The proposed wall location is void of all vegetation and is situated between the existing paved parking lot to the north and the delineated wetland to the south.

Subsurface Conditions

Subsurface conditions at the site were explored on January 14, 2014. The exploration program consisted of excavating 2 test pits (TP-1 and TP-2) at the approximate locations illustrated on the Site and Exploration Plan, Figure 2. The test pits were excavated with a tracked excavator provided by Faber Construction to depths ranging from approximately 8.0 to 8.5 feet BGS.

Approximately 6 feet of fill consisting of brown/gray, fine, sandy, silt and clay with concrete debris, rebar, gravel and cobbles was encountered below the existing ground surface at both test pit locations. The observed fill was situated directly over approximately 2 feet of soft, black, saturated organic peat. Below the observed peat layer, medium dense, brown to gray, silty sand, sandy silt, and clayey sand (Native deposits) were present to the base of the explorations.

Groundwater

Slight to moderate groundwater seepage was observed within both test pits TP-1 and TP-2 at 5 and 7.5 feet BGS. The groundwater conditions reported during field explorations are for the specific locations and dates indicated, and therefore may not necessarily be indicative of other locations and/or times. Groundwater levels and or seepage rates are not static and it is anticipated that groundwater conditions will vary depending on local subsurface conditions, season, precipitation, changes in land use both on and off site, and other factors.

CONCLUSIONS AND RECOMMENDATIONS

Based upon evaluation of the data collected during this investigation, it is our opinion that subsurface conditions at the site are suitable for the proposed construction, provided the recommendations contained herein are incorporated into the project design.

Due to the location of the wetland immediately to the south of the wall location and the planned depth of excavation to reach suitable native soils for foundation support, it will be necessary to temporarily shore and dewater the excavation, in order to maintain a safe and suitable work area and subgrade for support of the planned improvements.

We recommend that all existing fill material and peat deposits be removed from beneath the proposed retaining wall location and that the retaining wall elements be founded on competent native soils. Based on our explorations, we anticipate the removal of approximately 8 feet of unsuitable fill and organic soils will be necessary to reach competent native subgrade soils (silty, sand deposits). We understand that the existing 42 inch storm drain pipe will intersect the proposed retaining wall and that the finished footing elevation of the retaining wall will be founded in the native silty, sand deposits below the invert of the storm drain. We also understand that finish grades will be approximately 3 feet above the existing grade throughout most of the wall alignment.

As an alternative to bearing the retaining wall footing on suitable, inorganic, native soils, several feet of imported structural fill may be utilized to raise the base of footing elevation, were applicable. If structural fill is utilized for either retaining wall support or for support of the drain pipe replacement, please refer to our initial report *Geotechnical Engineering Evaluation-Proposed Ferndale Library and Adjacent Development,* dated March 31, 2010, for recommendations concerning site preparation and earthwork, fill and compaction, reuse of onsite soil, imported structural fill, backfill and compaction, and wet weather earthwork.

Wall Foundation Support

Foundation support for the proposed retaining wall shall be founded on undisturbed, medium dense native soils or on properly compacted structural fill placed directly over properly prepared, undisturbed, native soil. We recommend that qualified geotechnical personnel confirm that suitable bearing conditions have been reached prior to placement of structural fill or foundation formwork.

Allowable Bearing Capacity

Assuming the above foundation support criteria are satisfied, the planned retaining wall improvements, founded directly on medium dense native soils or on compacted structural fill placed directly over undisturbed native soils, may be proportioned using a net allowable soil bearing pressure of 2,000 pounds per square foot (psf).

The term "net allowable bearing pressure" refers to the pressure that can be imposed on the soil at foundation level resulting from the total of all dead plus live loads, exclusive of the weight of the footing or any backfill placed above the footing. The net allowable bearing pressure may be increased by one-third for transient wind or seismic loads.

Foundation Settlement

Settlement of shallow foundations depends on foundation size and bearing pressure, as well as the strength and compressibility characteristics of the underlying soil. Assuming construction is accomplished as previously recommended and for the maximum allowable soil bearing pressure recommended above, we estimate the total settlement of wall foundations should be less than about one inch. Due to the length of the wall, varying soil support conditions and depths below existing grade, it may be possible that differential settlement along the length of the wall may equal the total settlement.

Foundation and Site Drainage

Positive surface gradients should be provided adjacent to the proposed wall to direct surface water away from the wall and toward suitable drainage facilities. Construction excavations should be sloped to drain to sumps where water from seepage, rainfall, and runoff can be collected and pumped to a suitable discharge facility.

To reduce the potential for unbalanced earth pressures, a back of wall drain should be designed for the portion of the wall retaining newly placed fills above existing site The drain should consist of a minimum 4-inch diameter perforated pipe arades. (perforations oriented down), surrounded by a minimum 12 inches of filtering media with the discharge sloped to carry water to an approved collection system or discharge location. The filtering media may consist of open-graded rock wrapped by a nonwoven geotextile fabric (such as Mirafi 140N, or equivalent) or a graded sand and gravel filter. The drainage backfill should be carried up the back of the wall and be at least 12-inches The drainage backfill should extend from existing grades up to within wide. approximately 1 foot of the finished grade and consist of open-graded rock containing less than 3 percent by weight passing the U.S. Standard No. 200 sieve (based on a wet sieve analysis of that portion passing the U.S. Standard No. 4 sieve). The invert of the back of wall drain pipe should be placed at approximately the same elevation as existing grades. A back of wall drain is not required where both sides of the wall consist of equal soil heights and unbalanced earth pressures are not generated. The drain system should include cleanouts to allow for periodic maintenance and inspection.

Resistance to Lateral Loads

Passive earth pressures developed against the sides of wall foundations, in conjunction with friction developed between the base of the footings and the supporting subgrade, will resist lateral loads transmitted from the structure to its foundation. For design purposes, the passive resistance of well-compacted fill placed against the sides of foundations may be considered equivalent to a fluid with a density of 250 pounds per cubic ft. The recommended value includes a safety factor of about 1.5 and is based on the assumption that the ground surface adjacent to the footing is level in the direction of movement for a distance equal to or greater than twice the embedment depth. The recommended value also assumes drained conditions that will prevent the buildup of hydrostatic pressure in the compacted fill. In design computations, the upper 12 inches of passive resistance should be neglected if the soil is not covered by floor slabs or pavement. If future plans call for the removal of the soil providing resistance, the passive resistance should not be considered.

An allowable coefficient of base friction of 0.35, applied to vertical dead loads only, may be used between the underlying medium dense native soils or imported granular structural fill and the base of the footing. If passive and frictional resistance are considered together, one half the recommended passive soil resistance value should be used since larger strains are required to mobilize the passive soil resistance as compared to frictional resistance. We do not recommend increasing the coefficient of friction to resist seismic or wind loads.

Geotechnical Consultation and Construction Monitoring

We recommend that geotechnical construction monitoring services be provided. These services should include observation by geotechnical personnel during fill placement/compaction activities and subgrade preparation operations to verify that design subgrade conditions are obtained beneath the proposed retaining wall. We also recommend that periodic field density testing be performed to verify that the appropriate degree of compaction is obtained, where structural fill is utilized. The purpose of these services would be to observe compliance with the design concepts, specifications, and recommendations of this report, and in the event subsurface conditions differ from those

anticipated before the start of construction, provide revised recommendations appropriate to the conditions revealed during construction.

USE OF THIS REPORT

GeoTest Services has prepared this report for the exclusive use of the City of Ferndale and their design consultants for specific application to the design of the proposed parking lot retaining wall to be located at 2125 Main Street in Ferndale, Washington. Use of this report by others or for another project is at the user's sole risk. Our services have been conducted in accordance with generally accepted practices of the geotechnical engineering profession; no other warranty, either express or implied, is made as to the professional advice included in this report.

Our site explorations indicate subsurface conditions at the dates and locations indicated. It is not warranted that they are representative of subsurface conditions at other locations and times. The analyses, conclusions, and recommendations contained in this report are based on site conditions to the limited depth of our explorations at the time of our exploration program, a brief geological reconnaissance of the area, and review of published geological information for the site. We assume that the explorations are representative of the subsurface conditions throughout the site during the preparation of our recommendations. If variations in subsurface conditions are encountered during construction, we should be notified for review of the recommendations of this report, and revision of such if necessary. If there is a substantial lapse of time between submission of this report and the start of construction, or if conditions change due to construction operations at or adjacent to the project site, we recommendations contained herein.

The earthwork contractor is responsible to perform all work in conformance with all applicable WISHA/OSHA regulations. GeoTest Services, Inc. should not be assumed to be responsible for job site safety on this project, and this responsibility is specifically disclaimed.

We appreciate the opportunity to provide geotechnical services on this project and look forward to assisting you during the construction phase. If you have any questions or comments regarding the information contained in this report, or if we may be of further service, please call.

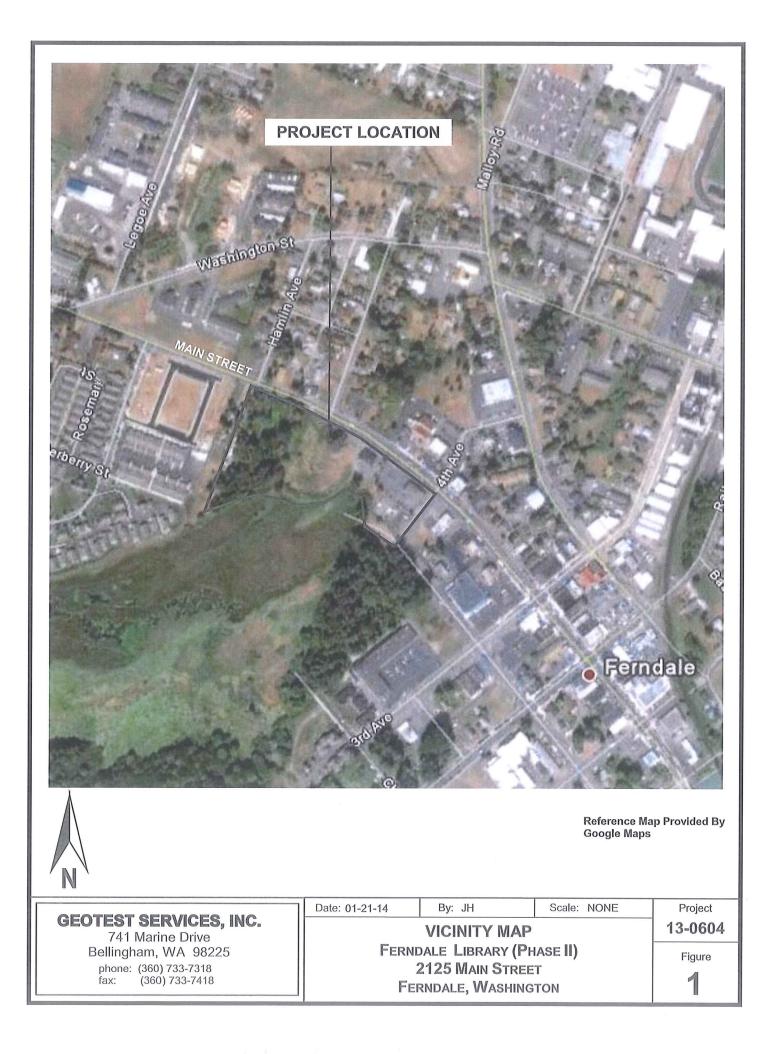
Respectfully Submitted, **GeoTest Services, Inc.**

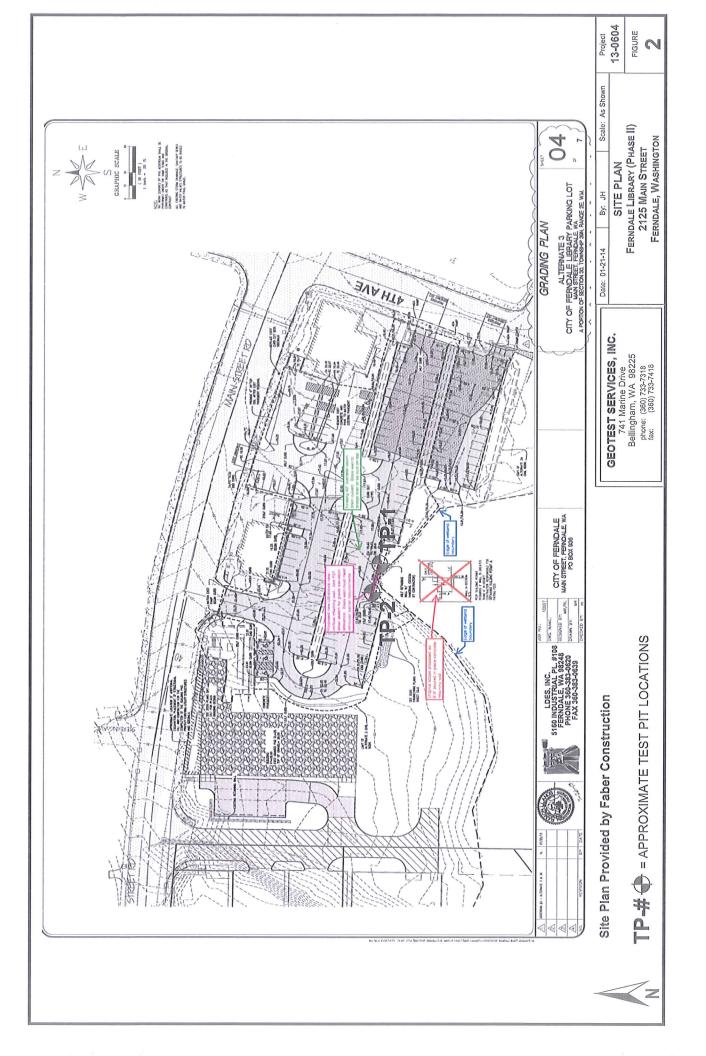


Dan Sorenson, L.E.G. Engineering Geologist

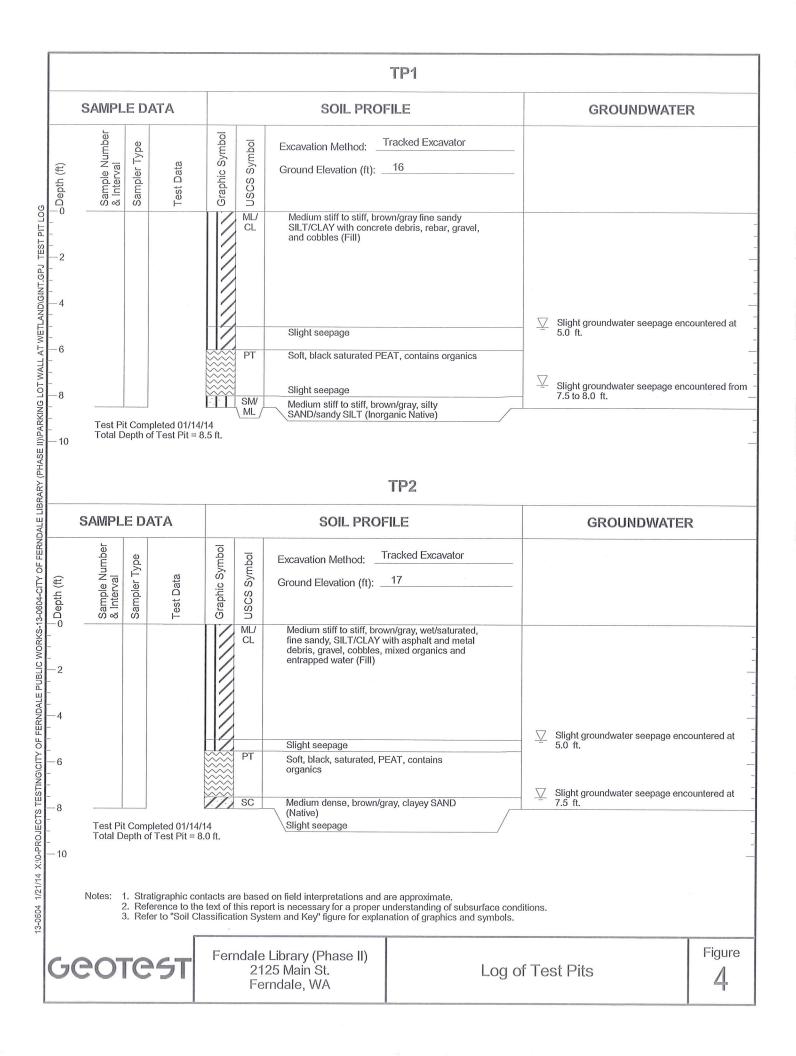
Attachments:

Figure 1 Figure 2 Figure 3 Figure 4 Vicinity Map Site Plan Soil Classification Sheet Test Pit Logs

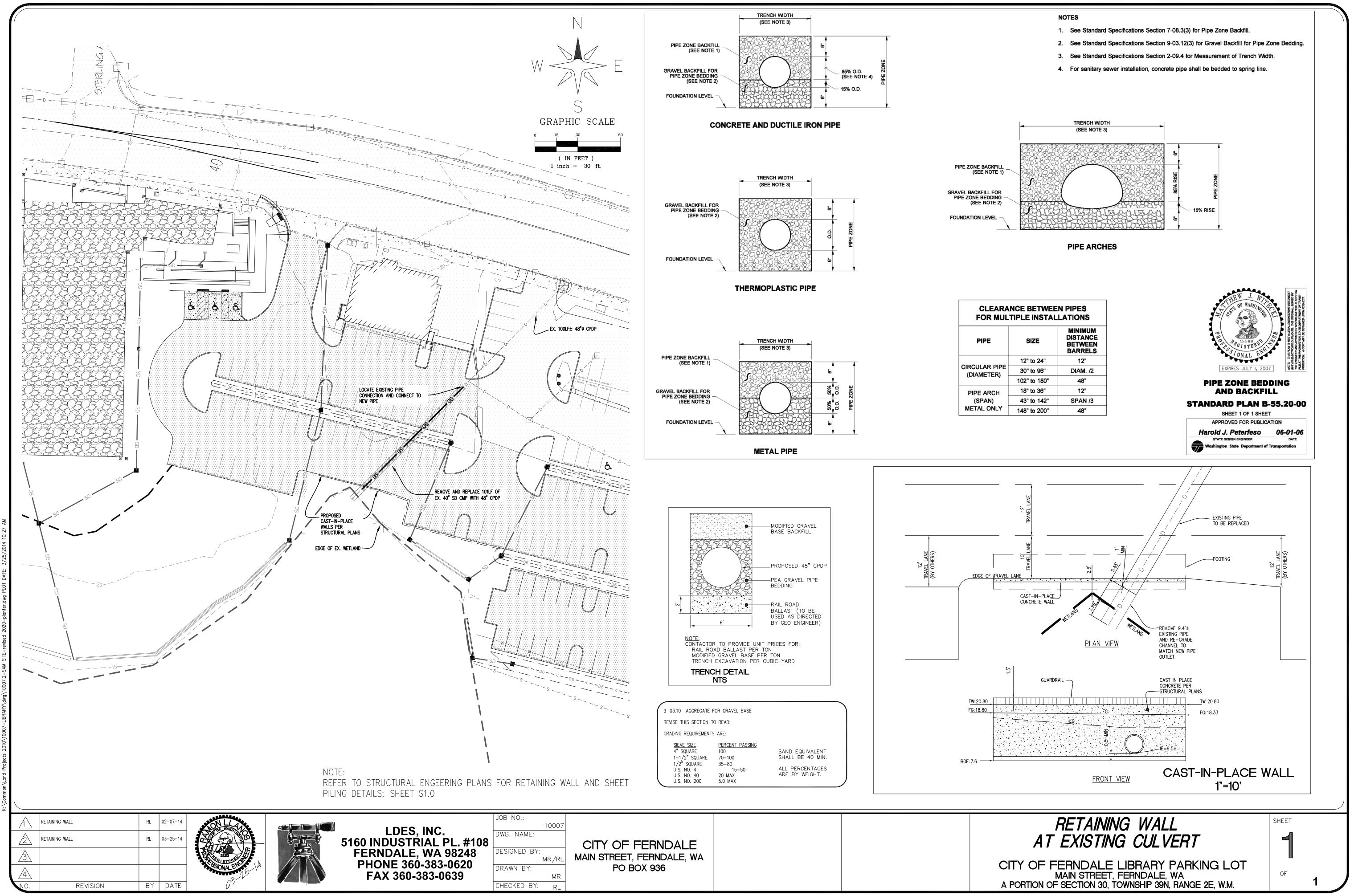




		Soil	Classific	cation Sy	vstem	
MAJOR DIVISIONS			SYMBOL	USCS LETTER SYMBOL	TYPICAL DESCRIPTIONS ⁽¹⁾⁽²⁾	
COARSE-GRAINED SOIL (More than 50% of material is larger than No. 200 sieve size)	GRAVEL AND CLEAN GRAVEL				Well-graded gravel; gravel/sand mixture(s); little or no fines	
	GRAVELLY SOIL (More than 50% of	(Little or no fines)	b = 0 = 0 = 0 = 0 b = b = b = b = b = b = b = b = b = b =		Poorly graded gravel; gravel/sand mixture(s); little or no fines	
	coarse fraction retained on No. 4 sieve)	GRAVEL WITH FINES (Appreciable amount of fines)	FRERER FRERER	GM	Silty gravel; gravel/sand/silt mixture(s)	
GRAI 50% c 10.20			トトトト	GC SW	Clayey gravel; gravel/sand/clay mixture(s) Well-graded sand; gravelly sand; little or no fines	
RSE- e than than h	SAND AND SANDY SOIL	CLEAN SAND (Little or no fines)		SP	Poorly graded sand; gravelly sand; little or no fines	
COA (More larger	(More than 50% of	SAND WITH FINES (Appreciable amount of fines)		SM	Silty sand; sand/silt mixture(s)	
	coarse fraction passed through No. 4 sieve)			SC	Clayey sand; sand/clay mixture(s)	
aa L	SILTA	ND CLAY		ML	Inorganic silt and very fine sand; rock flour; silty or clayey fine sand or clayey silt with slight plasticity	
o SOII materi 100 sie	(Liquid limit less than 50)			CL	Inorganic clay of low to medium plasticity; gravelly clay; sandy clay; silty clay; lean clay	
FINE-GRAINED SOIL (More than 50% of material is smaller than No. 200 sieve size)	(Liquid inniciess than 50)			OL	Organic silt; organic, silty clay of low plasticity	
-GRA han 5(er than siz	SILT AND CLAY			MH	Inorganic silt; micaceous or diatomaceous fine sand	
FINE- More th	(Liquid limit greater than 50)			СН	Inorganic clay of high plasticity; fat clay	
<u> </u>				OH	Organic clay of medium to high plasticity; organic silt	
	HIGHLY ORGA	NIC SOIL		PT	Peat; humus; swamp soil with high organic content	
	OTHER MAT	ERIALS		LETTER SYMBOL	TYPICAL DESCRIPTIONS	
	PAVEME	NT		AC or PC	Asphalt concrete pavement or Portland cement pavement	
	ROCK			RK	Rock (See Rock Classification)	
	WOOE)		WD	Wood, lumber, wood chips	
	DEBRIS			DB	Construction debris, garbage	
as o of S	utlined in ASTM D 2488. W oils for Engineering Purpo description terminology is I Primary C Secondary Co	/here laboratory index testin ses, as outlined in ASTM D based on visual estimates (ir constituent: > 50 onstituents: > 30% and ≤ 30 > 12% and < 12	g has been cor 2487. n the absence o % - "GRAVEL, % - "Gravelly," % - "gravelly," % - "slightly or	nducted, soil cla of laboratory tes ," "SAND," "SIL elly," "very sand "sandy," "silty," avelly." "sindhily	for Description and Identification of Soils (Visual-Manual Procedure), assifications are based on the Standard Test Method for Classification st data) of the percentages of each soil type and is defined as follows: T," "CLAY," etc. dy," "very silty," etc. ' etc. ' sandy," "slightly silty," etc. d," "trace silt," etc., or not noted.	
	Drilling and Sampling Key				Field and Lab Test Data	
S 1 G G App		Code De ar 3.25-inch O.D., 2 b 2.00-inch O.D., 1 al c shelby Tube al d d Grab Sample e Other - See text d 1 300-lb Hammer,	scription 2.42-inch I.D. S 1.50-inch I.D. S if applicable 30-inch Drop 30-inch Drop if applicable date noted. G	plit Spoon	TV = 0.5Torvane, tsfPID = 100Photoionization Detector VOC screening, ppmW = 10Moisture Content, %D = 120Dry Density, pcf-200 = 60Material smaller than No. 200 sieve, %GSGrain Size - See separate figure for dataALAtterberg Limits - See separate figure for dataGTOther Geotechnical TestingCAChemical Analysis	
660	ndale Library (Pha 2125 Main St. Ferndale, WA	se II)	Soil Classification System and Key 3			



APPENDIX E DRAWINGS (This Page Intentionally Left Blank)



C. _ PL. #108 A 98248 3-0620 -0639	JOB NO.: 10007 DWG. NAME: DESIGNED BY: MR/RL DRAWN BY: MR CHECKED BY: RL	CITY OF FERNDALE MAIN STREET, FERNDALE, WA PO BOX 936		

Structual Notes

Codes

2012 International Building Code (IBC) American Concrete Institute (ACI-318-08)

Concrete

Concrete compressive strength fc=3000 psi at 7 days, and contain no less than 5 1/2 sacks of cement per cubic yard of concrete with a maximum slump of 4", with a water-cement ratio of 0.50.

A high-early admixture shall be used to accelerate the curing process provided ASTM C494 standards are adhered to. Once the concrete's full design strength is achieved through batch samples, backfilling can commence.

Concrete will be type1A, normal air-entrained. The air-entrained admixture shall conform to ASTM C260 & ASTM C226. Portland Cement used shall conform to ASTM C150. A maximum 5/8" aggregate will be used, and will conform to ASTM C33. Only pottable water to be used that is free from oils, acids, alkalis, slats, organic materials, or other substances deleterious to concrete or reinf. shall conform to ASTM C109.

Reinforcing steel Fy=40 ksi for #4 or smaller, & Fy=60ksi for #5 or larger. Detail, fabricate and place in accordance with the latest edition of ACI's "Manual of Standard Practice".

Concrete cover over reinforcing steel (clear dimensions) unless noted otherwise.

Vertical face exposed to weather or earth ... Bottom of footing to earth...

Lap all field splices 44 diameters with a minimum of 24". Bend outer wall and footing rebar 24" (min.).

Where epoxied threaded rods have been called out, use HAS Standard ASTM A36 rods. Epoxy should be HILTI HY-150 (see ICBO evaluation report number 5193). An equivalent epoxy can be used provided the engineer of record's written approval. Special inspection is required for all epoxled structural items.

Miscellaneous

Contractor will verify all dimensions in field, and cross reference them with the dimensions found on the architectural drawings. The contractor will ultimately be responsible for the plan accuracies.

Contractor will be responsible for providing all temporary bracing until all permanent connections and stiffenings have been installed.

For areas not specifically called out, similar details will be used as a reference, or the project engineer of record will be notified.

Pre-fabricated items are to be handled and installed per the manufacturer's specifications. Engineer of record shall be given shop drawings for the railing system prior to installation. A letter of approval will be followed up by the engineer of record at contractor expense

The project engineer of record will be notified of any structural deviations from the engineered design plans.

Soli

Soil design bearing strength of 2000 psf used, per Geotest soils report no. 13-0604 dated January 28, 2014. This structural package takes no responsibility for site and soll conditions. That will be the sole responsibility of the owner/contractor.

Compacted fill to be well graded and granular with not more than 5% passing a 200 sieve. Place in 6" loose lifts and compact to 95% modified AASHTO density at optimum moisture content.

Inspection of soil conditions below foundation footings will be required throughout project, prior to foundation placement throughout.

