

Burlington-Edison School District

Skagit County, Washington

5801 Main Avenue

Bow, WA 98232

Contract Documents
for the Construction of

Edison School Track

Wilson Engineering Project 2015-013

Prepared By:

Wilson Engineering, LLC

805 Dupont Suite 7 Bellingham, Washington 98225

Tel. (360) 733-6100 Fax. (360) 647-9061

Chuckanut Engineering PLLC

5530 Chuckanut #335

PO Box 335, Bow, Washington 98232

Tel. (360) 333-8286

April, 2018

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April, 2018

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1. Edison School Track, Bid Drawing Set, C0.1-C4.2 (11 sheets)

*** END OF SECTION ***

ADVERTISEMENT FOR BIDS

Burlington-Edison School District #100 will receive sealed bids for the construction of the following project:

TITLE: Edison School Track

SUBMITTAL TIME/DATE/LOCATION: **Prior to 3 pm PST, Friday, April 27, 2018**
Burlington-Edison SD #100
Auxiliary Services Building
491 North Burlington Blvd
Burlington, WA 98233

PRE-BID WALK THROUGH: A mandatory pre-bid walk through will be held at the project site at **10:00 A.M. PST, Friday, April 20, 2018**, for the purpose of answering questions from prospective bidders. Bidders can meet at the southwest corner of the school parking lot.

Please direct questions regarding this project to the Consultant [Danielle Johnston, PE, Wilson Engineering, LLC \(360\) 733-6100 ext 229, \[djohnston@wilsonengineering.com\]\(mailto:djohnston@wilsonengineering.com\)](mailto:djohnston@wilsonengineering.com) by **Friday, April 20, 2018**.

Bidder Responsibility will be evaluated for this project. In determining bidder responsibility, the Owner shall consider an overall accounting of the criteria set forth in "DIVISION 00300 STATEMENT OF BIDDER QUALIFICATIONS AND REFERENCES". Please direct questions regarding this subject to the office of the Consultant.

The Owner reserves the right to accept or reject any or all proposals and to waive informalities or irregularities.

INFORMATION FOR BIDDERS

- Bidders must bid on all bid items contained in the Proposal.
- The omission or deletion of any bid item will be considered non-responsive and shall be cause for rejection of the bid.
- THE FOLLOWING FORMS MUST BE EXECUTED IN FULL **PRIOR TO SUBMITTAL OF THE BID**
 1. **STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES**

This form must be filled in and signed. The Owner reserves the right to check all statements and references and to judge the adequacy of the Bidder's qualifications.
 2. **BID PROPOSAL**

The lump sum or unit prices must be shown in the spaces provided. The execution date shall be indicated on the proposal and shall be verified after award of contract. The proposal must be signed.
 3. **BID BOND**

The Bid bond must be executed by the Bidder and the Surety Company. The amount of the Bid Bond shall be not less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.
 5. **NON-COLLUSION AFFIDAVIT**
 6. **SURPLUS MATERIAL DISPOSAL AND/OR REMOVAL**

This document must be submitted with the proposal.
 7. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES FORM**

This document must be submitted with the proposal. If the bidder is the lowest responsive and otherwise-responsible bidder, failure to submit this form will result in the bidder being determined not responsible, and will result in denial of the contract award.
- THE FOLLOWING FORMS ARE TO BE EXECUTED **AFTER THE** CONTRACT IS AWARDED:
 1. **CONTRACT**

This agreement is to be executed by the successful bidder.
 2. **PERFORMANCE AND PAYMEMNT BOND**

To be executed by the successful Bidder and his Surety Company.
 3. **CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE**

To be executed by the successful bidder.
 4. **CERTIFICATES OF INSURANCE**

To be executed by the successful bidder and by an acceptable Insurance Company. The Owner must be named as an additional insured party.

5. STATEMENT OF INTENT TO PAY PREVAILING WAGES
Affidavit certifying all employees of Contractor and Subcontractor shall be paid "prevailing wages".

BIDDER'S CHECK LIST

1. Has bid bond or certified check been enclosed with your bid?
2. Is the amount of the bid guaranty at least 5% of the total amount of the bid?
3. Has the proposal been properly signed?
4. Have you bid on ALL ITEMS and ALL SCHEDULES?
5. Have you completed Statement of Bidder's Qualifications?
6. Have you completed the Reference sheet?
7. Have you completed the Surplus Material Disposal Form?
8. Have you included a certified receipt of addenda with your bid?
9. Bid Proposal to be submitted in a sealed envelope marked "BID ENCLOSED FOR EDISON SCHOOL TRACK".

STATEMENT OF BIDDER'S QUALIFICATIONS

Each Contractor bidding on work included in these Contract Documents shall prepare and submit the following data along with their bid.

- 1. Name of Bidder: _____
- 2. Business Address: _____
- 3. Business Phone: _____ Fax: _____
- 4. How many years have you been engaged in the contracting business under the present firm name?

- 5. General character of work performed by your company: _____

- 6. List recent contracts completed by your company, including date and approximately cost.

- 7. List of major equipment: _____

- 8. Bank References: _____
- 9. State of Washington Registration No. _____
- 10. Federal IRS Identification No. _____
- 11. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of the Owner's project should I become the successful bidder.

Company

Authorized Signature

Title

REFERENCES

List the last five construction jobs performed under the Firm Name listed on the Bid Proposal.

1.		
	Owner's Name	Type of service provided
	Contact Person	
	Phone Number	Date of service
2.		
	Owner's Name	Type of service provided
	Contact Person	
	Phone Number	Date of service
3.		
	Owner's Name	Type of service provided
	Contact Person	
	Phone Number	Date of service
4.		

Owner's Name

Type of service provided

Contact Person

Phone Number

Date of service

5. _____

Owner's Name

Type of service provided

Contact Person

Phone Number

Date of service

I hereby grant the Owner the right to contact each firm for the purpose of verifying employment and performance of contract services.

Signature: _____

Date: _____

Title: _____

Project Name: **Edison School Track**

Name of Firm: _____

**BURLINGTON-EDISON SCHOOL DISTRICT
EDISON SCHOOL TRACK**

BID PROPOSAL

In compliance with the contract documents, the following bid proposal is submitted:

BASE BID

Item	Description	Quantity	Unit	Unit Price	Amount
1	Site Preparation	1	LS	NA	\$
2	Asphalt Track	1	LS	NA	\$
3	Asphalt Paths, East and West	1	LS	NA	\$
4	Site Restoration	1	LS	NA	\$

ADDITIVE / DEDUCTIVE UNIT PRICES

Item	Description	Quantity	Unit	Unit Price	Amount
a	Excavation; Quantity 1-100 CY	50	CY	\$	\$
e	Separation Geotextile; Quantity 1-50 sy	20	SY	\$	\$
f	Gravel Base; Quantity 1-50 ton	20	TON	\$	\$
g	Railroad Ballast; Quantity 1-50 ton	20	TON	\$	\$
h	Crushed Surfacing; Quantity 1-25 ton	10	TON	\$	\$
l	Commercial HMA; Quantity 1-10 ton	10	TON	\$	\$

BASE BID AMOUNT	\$
------------------------	-----------

(do not include Washington State Sales Tax)

WSST @8.5%	
TOTAL BASE BID WITH WSST	\$

Project Name: Edison School Track

Name of Firm: _____

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

Time for Completion

The undersigned hereby agrees to substantially complete all earthwork by **Friday, August 17, 2018** given a Notice to Proceed date of Monday, **July 23, 2018**. Hydroseeding shall be completed prior to September 21, 2018. Final Completion of all work activities other than hydroseeding shall be by **August 24, 2018**.

Liquidated Damages

The undersigned agrees to pay the Owner as liquidated damages the sum as specified in Section 1-08.9 of the WSDOT Standard Specifications for each consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the contract by change order.

Receipt of Addenda

Receipt of the following addenda is acknowledged:

Addendum No. _____ Addendum No. _____ Addendum No. _____

Bid Schedule

All work shown on the plans and described in the specifications shall be included in the items in the bid schedule. **See Section 01025 Measurement and Payment** for a detailed description of the bid items.

Name of Firm _____		
NOTE: If bidder is a corporation, write State of Incorporation; if a partnership, give full names and addresses of all parties below.		
Signed by _____, Official Capacity _____		
Print Name _____		
Address _____		
City _____	State _____	Zip Code _____
Date _____	Telephone _____	FAX _____
State of Washington Contractor's License No. _____		
Federal Tax ID # _____	e-mail address: _____	
Employment Security Department No. _____		

BID BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS, that we

(Here Insert Full Name and Address of Legal Title of Contractor)

As Principal, hereafter called Principal, and

(Here Insert Full Name and Address of Legal Title of Surety)

a corporation duly organized under the laws of the State of Washington as Surety, hereinafter called the Surety, are held and firmly bound unto the Owner, _____, as Obligee, hereinafter called the Obligee, in the sum of

_____ Dollars (\$ _____)

for the payment of which sum well and truly to be made the said Principal and the said Surety, bind our heirs, executors, administrators and assigns, and successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, if the shall accept the bid of the Principal is accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 2013.

(Principal) (Seal)

(Witness)

(Title)

(Surety)

(Seal)

(Witness)

(Title)

A Joint Venture

By

(Name)

(Address)

By

(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF BID BOND FORM

NON-COLLUSION AFFIDAVIT

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is 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 to have agreed to the provisions of this declaration.**

SURPLUS MATERIAL DISPOSAL AND/OR REMOVAL

TYPE OF MATERIAL TO BE REMOVED FROM SITE	LOCATION OF STORAGE AND/OR DISPOSAL SITE <i>(include name and phone number of owner and address of site)</i>	PROPOSED METHOD OF DISPOSAL AND/OR REUSE

Note: Please refer to "Disposal of Surplus Material" in Section 2-03.3(7) of the Special Provisions.

If a disposal site is rejected, the Contractor is responsible for locating a new disposal site that will meet the Owner's criteria. Any associated costs incurred in finding a new or different disposal and/or storage site will be the responsibility of the Contractor and at no additional cost to the Owner. SUBMIT THIS FORM WITH PROPOSAL.

STANDARD PUBLIC WORKS CONTRACT – Over \$150k

THIS AGREEMENT, is made this _____ day of _____, 20____ by and between (hereinafter referred as “Owner”), a Washington Municipal Corporation, and _____, (hereinafter referred to as “Contractor”), doing business at _____.

WHEREAS, Contractor is in the business of providing certain services specified herein; and

WHEREAS, the Owner desires to contract with Contractor for the provision of such services for _____, at _____, and Contractor agrees to contract with the Owner for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

1. **Work.** The Contractor agrees to perform all work in accordance with this Contract and the following documents, incorporated herein:
 - Plans and Contract Drawings
 - Scope of Work (Exhibit A)
 - WSDOT Standard Specifications - 2018
 - Special Provisions (if any)
 - Bid Documents
 - Bid Proposals
 - Addenda (if any)
 - Payment and Performance Bond
 - Schedule of Prevailing Wages
 - All provisions required by law to be inserted in this Contract whether actually attached hereto or not.
2. **Payment.** Payment for the work as described in the Contract shall not exceed dollars (\$ _____), including applicable sales tax, and excluding approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The Owner shall have the right to withhold payment for such work until it meets the requirements of the Contract.
3. **General Administration.** The Owner’s Contract Administrator, _____, shall have primary responsibility for the Owner under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.
4. **Final Payment.** Thirty (30) days after completion and final acceptance of this project by the Owner as complying with the terms of this Contract, the Owner shall pay to the

Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions.

5. **Notice to Proceed / Completion Time.** The Contractor agrees to begin the work set forth in this Contract within calendar days after receiving written notice from the Owner to proceed and further agrees to carry on such work regularly and uninterruptedly thereafter with such force as to secure its completion within calendar days (holidays & weekends included), after such notice to begin work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.
6. **Liquidated Damages.** Liquidated damages shall be assessed for this contract in accordance with Section 1-08.9 of the WSDOT Standard Specification if the Contractor fails to physically complete the work within the allowed contract time.
7. **Ownership of Documents.** On payment to the Contractor by the Owner of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the Owner under this Contract shall become the property of the Owner and shall be forwarded to the Owner upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the Owner or by court order.
8. **Indemnity / Hold Harmless.** The Contractor shall indemnify, defend and hold the Owner, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent or other tortious acts, errors or omissions of the Service Provider in connection with the performance of the Agreement.

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

9. **Bonds / Retainage.** The Contractor shall provide a performance bond in an amount of the full contract price. The bond must be accepted by the Owner prior to the execution of the contract. The bond shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

RCW 60.28.011 requires the Owner to withhold 5% from the moneys earned by the contractor on estimates during the progress of the improvement or work until completion

and/or acceptance of the contract. This money is set aside as a trust fund for the protection and payment of anyone who performs labor, provides materials, supplies equipment or subcontractors to the prime contractor. Both the Department of Revenue and the Department of Labor and Industry have lien rights against this fund.

- 10. Subletting or Assigning of Contracts.** Neither the Owner nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the express prior written consent of the other.
- 11. Independent Contractor.** The Contractor is and shall be at all times during the terms of this Agreement an independent contractor and not an employee of the Owner.
- 12. Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the Owner hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the Owner. None of the benefits provided by the Owner to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the Owner to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Agreement. The Owner may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.
- 13. Warranty.** Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the Owner resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the Owner in making emergency repairs and cost of engineering, inspection and supervision by the Owner. The Contractor shall hold the Owner harmless from any and all claims which may be made against the Owner as a result of any defective work and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the Owner will rely on the professional judgment of the Contractor to make the appropriate selections.
- 14. Correction of Defects.** Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the Owner. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by Owner and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the Owner, in which case the cost shall be borne 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.

- 15. Claims.** Any claim against the Owner for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the Owner within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the Owner for final payment. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.
- 16. Contractor's Risk of Loss.** It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he has familiarized himself with all existing conditions and other contingencies likely to affect the work, and has made his bid accordingly, and that he shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.
- 17. Insurance.** The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The Owner shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Owner using ISO additional endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Builders Risk insurance:
1. The Contractor's insurance coverage shall be primary insurance as respect to the Owner. Any insurance, self-insurance, or insurance pool coverage maintained by the Owner shall be excess of the Contractor's insurance and shall not contribute with it.
 2. The Contractor shall provide the Owner and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the Owner with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.
- F. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.
- 18. Compliance with Laws.** The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the Owner, in whole or in part, and may result in ineligibility for further work for the Owner.
- 19. Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

- 20. Employment.** Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the Owner. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided or rendered herein, shall not be the obligation of the Owner.
- 21. Nondiscrimination.** Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, creed, color, national origin, marital status, sex, sexual orientation, age or disability, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- 22. Prevailing Wage.** This Contract is subject to the requirements of Chapter 39.12 RCW, as it may be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal funds, Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is available online at <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx> and by this reference made a part of this contract as though fully set forth herein.

Prior to making any payment under this Contract, the Owner must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, Contractor shall submit an "Affidavit of Wages Paid" which must be certified by the Industrial Statistician of the Department of Labor and Industries.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060 as amended.

- 23. Termination.** This contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Exhibit A) and final payment by the Owner. The Owner may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving ten (10) days written notice to the Contractor.

In the event this Contract is terminated by the Owner, Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (Exhibit A) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the Owner in finishing the work, and all damages sustained by the Owner or which may be sustained by the Owner or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the Owner to the Contractor. If the Owner's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the Owner and shall pay such difference to the Owner. Such expense and damages shall include all legal costs incurred by the Owner to protect the rights and interests of the Owner under the Contract, provided such legal costs shall be reasonable.

24. Extent of Contract / Modification. This contract, together with attachments, exhibits and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written change order properly signed by both parties.

25. Resolution of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the Owner Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the jurisdiction of any dispute under this Agreement shall be the Superior Court of _____ County, Washington.

26. Records Check / Crimes Against Children.

A. In the event Contractor or any of Contractor's agents, employees, or applicants for employment will have regularly scheduled unsupervised access to children and/or hire employees who will have regularly scheduled unsupervised access to children, Contractor shall require a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-43.43.834, 10.97.030 and 10.97.050, and through the Federal Bureau of Investigation before hiring the employee or allowing such employee onto the Project site. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The Contractor shall provide a copy of the record to the person applying for employment to the District. If the Contractor or applicant has a record check within previous two (2) years, the Contractor may waive the requirement. The Contractor shall pay for the requirements set forth in this paragraph.

B. In accordance with RCW 28A.400.330, contractor shall prohibit any employee of the Contractor from working at a public school who has or may have contact with children at

a public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the school district immediately terminating the contract.

C. Contractor shall require any subcontractor(s) to fully comply with the requirements of this section.

27. Apprentice Utilization Requirement. If applicable, the Contractor shall comply with the apprentice utilization requirement of RCW 39.04.320(1)(c), as may hereafter be amended, and as such requirement may be adjusted by the District for this Agreement pursuant to RCW 39.04.320(2).

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

OWNER

By: _____
Name: _____
Title: _____

OWNER CONTACT

[Name, address and telephone]

CONTRACTOR

By: _____
Name: _____
Title: _____
Taxpayer ID #: _____

CONTRACTOR CONTACT

[Name, address and telephone]

PUBLIC WORKS PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____, as principal, and _____, Company, a corporation organized and existing under and by virtue of the laws of _____ as surety and licensed to do business within the State of Washington, as surety are held and firmly bound under the Owner, _____, State of Washington, in the full sum of _____ **Dollars and ___/100 (\$_____)**, lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of the obligation are such that

WHEREAS, the principal has entered into an agreement in writing with the Owner, _____, dated the _____ of _____ 2013, for the _____ according to the terms, conditions, and covenants specified in the agreement including all of the contract documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as thought forth in detail herein; and

WHEREAS, it is understood and a part of the consideration for this obligation that the Owner shall have the right to sue on this bond in its own name to recover for any loss, injury, damage, or liability whatsoever sustained or incurred by it, by reason of any breach of the contract documents, or of any provision in this bond; and

WHEREAS, suit on this bond if brought for breach of performance by principal as to a condition hereof (including any condition or performance responsibility incorporated by reference), such action may be commenced against both the principal and surety as joint and several obligator, with or without prior notice of such breach of performance by principal having been given to surety;

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 extension thereof that may be granted by the Owner, with or without notice to the surety, and during the life of any guarantee 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; and furthermore, shall pay all laborers, mechanics and subcontractors and materialmen, and all persons who shall supply such person or

persons, and such principal or subcontractors with the provisions and supplies for the carrying on of such work, shall indemnify and save harmless the Owner from all cost and damage by reason of the principal's default or failure to do so and shall pay the State of Washington sales and use taxes and the amounts due said state pursuant to Titles 50 and 51 of the Revised Code of Washington.

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

IT IS FURTHER DECLARED AND AGREED that nothing of any kind or nature whatsoever that will not discharge the principal, shall operate as a discharge or release of liability of the surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding.

SEALED AND DATED this _____ day of _____, 2013

PRINCIPAL

By: _____

Title: _____

SURETY

By: _____

Title: _____

STATE OF WASHINGTON)

BURLINGTON-EDISON SCHOOL DISTRICT
EDISON SCHOOL TRACK

00600-2

) ss

COUNTY OF KING

)

On this day personally appeared before me, _____ to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2016

NOTARY PUBLIC in and for the State of Washington,

residing in _____

STATE OF WASHINGTON

)

) ss

COUNTY OF KING

)

On this day personally appeared before me _____, to me known to be the attorney-in-fact of the _____, Company, a surety, that executed the within and foregoing instrument, and acknowledged the said corporation for the purposes therein mentioned, and an oath, stated that he was authorized to execute said instrument on behalf of said surety, and the seal affixed thereto is the corporate seal of said surety corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2016

NOTARY PUBLIC in and for the State of Washington,

residing in _____

Note: If attorney-in-fact signs for surety, a certified copy of the Power of Attorney must be attached.

PUBLIC WORKS PROJECT - RETAINED PERCENTAGE ESCROW AGREEMENT

Escrow No. _____

Owner

[ADDRESS]

Contractor: _____

Address: _____

Project Title: _____

TO: Escrow Bank or Trust Co:

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

INSTRUCTIONS

1. Warrants or checks made payable to you and the contractor jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the Owner. Attached is a list of such bonds, or other securities approved by the Owner. Other bonds or securities, except stocks may be selected by the Contractor, subject to express written approval of the Owner. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the Owner as provided in paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid,

you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the Owner's warrants) except in accordance with written instructions from the Owner. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is _____.

4. In the event the Owner orders you to do so in writing, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the Owner. Written release will be issued by the Owner. For further information contact the Owner at _____.

5. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the Owner directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modifications hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorneys fees occasioned by such default, delay, controversy or litigation.

6. This agreement shall not be binding until executed by the Contractor and the Owner and accepted by you.

7. This instrument contains the entire agreement between you, the Contractor and the Owner with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

8. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

9. The Contractor's Federal Income Tax Identification number is _____.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this agreement on this ____ day of _____, 2013.

CONTRACTOR

OWNER

Signature

Owner Manager

Title

The above escrow instructions received and accepted this ____ day of _____, .

ESCROW BANK OR TRUST CO:

Signature

Title

Securities Authorized by Owner - Select only one:

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

PLEASE RETURN THIS SIGNED AGREEMENT TO:

Owner

Attn:

[ADDRESS]

TECHNICAL SPECIFICATIONS

SECTION 01025 – MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 Description

- A. This Section specifies Measurement and Payment.
- B. Payment for the various items on the Bid proposal, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor and operations as necessary to complete the various items of the work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto and including all costs of compliance with the regulations of public agencies having jurisdiction, including safety and health requirements of the Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA), and the Washington Industrial Safety and Health Act (WISHA), Department of Labor and Industry. No additional payment will be made for any item that is not specifically set forth in the Bid proposal, and all costs therefore shall be included in the prices named in the Bid proposal for the various items of work.
- C. Indirect costs, including but not limited to, supervision and overhead, profit, and general conditions specified in the Contract shall be allocated to each bid item as applicable for work defined in the bid item. No separate payment will be made to the Contractor for these items.
- D. References in the Contract Documents to referenced documents including Referenced Standards are for technical and administrative provisions only. Measurement and payment provisions referenced in any such standards are not applicable to this Contract. All payment for Work done under the provisions of this Contract is provided for in the Bid Items set forth in Section 00410 and described herein.
- E. The work of the following Sections is related to the work of this Section. Other Sections, not referenced below, may also be related to the proper performance of this work. It is the Contractor's responsibility to perform all the work required by the Contract Documents.
 - 1. Section 01010 - Summary of Work
 - 2. Section 01330 - Submittal Procedures
 - 3. WSDOT: Standard Specifications for Road, Bridge, and Municipal Construction, current edition.

1.02 Job Site Conditions

- A. Existing Conditions: The Contractor shall examine the site before commencing work and shall make his own deductions and conclusions as to the nature of conditions and materials to be encountered and difficulties anticipated.

1.03 Bid Item Measurement and Payment

- A. Project is divided into bid items whose definitions follow. Bid Items represent the entire scope of work covered by the Contract Documents, including all direct and indirect costs. This includes all costs associated with labor, materials, and equipment required to complete the track improvements, as indicated on the plans. The lump sum price for these items shall include all costs associated with submittals, required utility locates, initial potholing of location, clearing and grubbing, excavation, demolition, shoring, dewatering, determining and providing suitable access for work, surface restoration, and protection of existing utilities.
 - 1. **Item #1 - Site Preparation.** This item shall include the following work:

SECTION 01025 – MEASUREMENT AND PAYMENT

- a. **Mobilization / Demobilization** – Includes mobilization, demobilization, pre-construction expenses and the costs of preparatory work and operations performed by the Contractor. Work includes, but is not limited to: mobilization of labor and equipment, necessary permits (other than grading and environmental permits that may be required), temporary construction fencing, demobilization of labor and equipment, and site cleanup prior to final acceptance. Refer to WSDOT Section 1-09.7 for costs that may **not** be included. The schedule of value amount for mobilization/demobilization may not be more than 10-percent of the base bid, with partial payments as follows:
 - (i) 20% paid at project onset
 - (ii) 20% paid upon approval of all submittals
 - (iii) 40% paid after construction starts
 - (iv) 20% paid with the final payment.
 - b. **Temporary Erosion Control** – Includes all costs associated with determining, developing and implementing effective erosion and sediment control measures throughout the duration of the project in accordance with the plans and state and local regulations, including but not limited to: quarry spall construction entrances, siltation ponds, silt fencing, straw bales, check dams, compost berms and other sediment trapping devices; slope stabilization measures; low-impact construction practices; temporary bypass of stream around work area; and project sequencing.
 - c. **Construction Surveying Control** – Includes all labor, material, and equipment associated for a Professional Land Surveyor or persons in their charge to provide the construction survey necessary to construct the project.
2. **Item #2 Asphalt Track.** This item shall include the following work:
 - a. Includes all costs associated with labor, materials, and equipment required to construct the track section, as indicated on the plans. Work includes clearing and grubbing, excavation, grading, subgrade preparation, material placement and compaction. The lump sum price shall include all costs associated with submittals, required utility locates, initial potholing of location, dewatering, determining and providing suitable access for work, and protection of existing utilities.
 3. **Item #3 Asphalt Paths, East and West.** This item shall include the following work:
 - a. Includes all costs associated with labor, materials, and equipment required to construct the asphalt path sections, as indicated on the plans. Work includes clearing and grubbing, excavation, grading, subgrade preparation, material placement and compaction. The lump sum price shall include all costs associated with submittals, required utility locates, initial potholing of location, dewatering, determining and providing suitable access for work, and protection of existing utilities.
 4. **Item #4 Site Restoration.** This item shall include the following work:
 - a. Includes all costs associated with labor, materials, and equipment required to restore the work, access and staging areas to pre-construction conditions. The lump sum price shall include all costs associated with submittals, surface restoration of paving areas, filling

SECTION 01025 – MEASUREMENT AND PAYMENT

potholes and restoring the access road to original grades, hydroseeding grass area, and installing topsoil and plants in landscape areas.

- B. **Additive / Deductive Unit Prices**– The Bid shall include Additive / Deductive Unit Cost Bid prices which will be used as needed for equitable adjustment in the Project Scope. The quantity's given in the bid form are for bidding purposes only and are not related to actual quantities in the work. The lump sum amounts for each of the base bid items includes the labor and materials necessary to complete the work shown on the plans. Contract amount will be increased or decreased based on actual additive/deductive quantities used. Written authorization is required prior to incurring costs against these bid item unit prices.
- a. **Excavation** - Includes all labor, materials, and equipment necessary to excavate and dispose of unsuitable material under track and path sections. Measurement and payment is by cubic yard of material removed, measured in place.
 - b. **Separation Geotextile** - Includes all labor, materials, and equipment necessary to furnish and place separation geotextile. Measurement and payment is by the square yard of geotextile installed not including any overlap as required by contract documents and manufacturer.
 - c. **Gravel Base** - Includes all labor, materials, and equipment necessary to furnish, place and compact gravel borrow. Measurement and payment is by the ton installed.
 - d. **Railroad Ballast** - Includes all labor, materials, and equipment necessary to furnish, place and compact ballast. Measurement and payment is by the ton installed.
 - e. **Crushed Surfacing Top Course** - Includes all labor, materials, and equipment necessary to furnish, place and compact CSBC. Measurement and payment is by the ton installed.
 - f. **Commercial Hot Mix Asphalt Class 1/2-inch (HMA)** - Includes all labor, materials, and equipment necessary for placing commercial HMA. Measurement and payment is by the ton installed.

PART 2 - MATERIALS (NOT USED)

PART 3 - EXECUTION (NOT USED)

*** END OF SECTION ***

SECTION 01060 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 General

- A. Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
- B. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER will be responsible for monitoring CONTRACTOR'S compliance with any Laws and Regulations.
- C. Contractor shall inform in a timely manner the Owner, of any changes in the work which may affect or be affected by codes and laws. This includes contract modifications, amendments, additions, shop drawings, and the like, current as of Project Manual date.

1.02 Section Includes

- A. Make any and all adjustments and modifications as required to conform to ordinances, and regulations.
- B. Referenced codes establish minimum requirement levels. Where provisions of various codes or standards conflict, the more stringent provisions govern. Promptly submit to Engineer written notice of observed contract document variations from legal requirements.
- C. Compliance requirements include, but are not limited to following:
 - 1. Uniform Building Code and Related Standards, most recent edition, published by the International Conference of Building Officials.
 - 2. Department of Labor and Industries Regulations.
 - 3. Environmental Requirements: All work to be performed in compliance with relevant statutes and regulations dealing with prevention of environmental pollution and preservation of public natural resources.
 - 4. Standard Specifications for Road and Bridge Construction, Washington State Department of Transportation, (WSDOT) 2016 edition.
 - 5. Standard Specifications for Municipal Public Works Construction, Washington State Chapter, American Public Works Association, most recent edition.

1.03 Miscellaneous Explanations/Intent

- A. Number of Specified Items Required: Wherever in these Specifications an article, device, or piece of equipment is referred to in the singular number, the reference applies to as many such articles as are shown on the Drawings or required to complete the installation.
- B. Drawings/Diagrammatic:
 - 1. Drawings are in part diagrammatic and do not necessarily show complete details of construction, work or materials, performance or installation. And they do not necessarily show how construction details, other items or work, fixtures, and equipment may affect any particular installation. Contractor is required to ascertain and correlate the work to bring the parts together into a satisfactory and completed whole.
 - 2. Furnish and install work not covered under any heading, Section, branch, class or trade of the project manual, but shown on or reasonably inferable from the Drawings. This includes all work necessary to produce the intended results. Install similarly for items more positively indicated.
- C. Wording of these Specifications: These Specifications are of the abbreviated or

SECTION 01060 - REGULATORY REQUIREMENTS

streamlined type and may include incomplete sentences.

- D. Words such as "shall", "the Contractor shall", "shall be", and similar mandatory phrases, are required to be supplied by inference in the same manner as they are in a note on the Drawings.
 - 1. Provide all items, articles, materials, and operations listed, including all labor, materials, equipment and incidentals, required for their completion.
- E. Tense, Gender, Singular, Plural: Present tense words include future tense. Words in masculine gender include feminine and neuter genders. Words in the singular include plural. Plural words include singular.
- F. All, Entire, and the Like: For brevity throughout the documents, these words may be omitted. Read their implications into all work.
- G. Specifications by Reference: Any material specified by reference or number, symbol or title of a specified standard, such as commercial standard, ANSI and ASTM documents, Federal Specifications, trade association standard, or the like, shall comply with the following:
 - 1. The latest revision requirements thereof, and any amendment or supplement thereto, in effect on Bid date or date of Owner-Contractor Agreement when there are no bids.
- H. Dimensions and Measurements on Drawings: Dimensions govern. Do not scale. Contractor is to check all dimensions in the field and verify them with respect to adjacent or incorporated work. Large scale drawings take precedence over plans, elevations, and cross sections.
- I. First Class Workmanship: First Class Workmanship is expected.
 - 1. Prior to installing any item or material, verify that receiving surfaces are plumb, level, true to line, and straight to the degree necessary to achieve tolerances specified or required. Perform without extra cost all shimmering, blocking, grinding, or patching required to make such surfaces plumb, level, true to line, and straight.
 - 2. Take care in attention to details and fitting at intersections and junctures of materials. All joints are to be tight, straight, even, and smooth.
- J. Presence of Engineer/Owner: Do not misconstrue presence of this person or any of his representatives at the site as assuring compliance with Contract Documents.

PART 2 - MATERIALS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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

SECTION 01110 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 Description Of Work

- A. The Burlington-Edison School District, Edison School Track Project, includes installation of a quarter mile asphalt track. It also includes an 8-foot and a 10-foot paved access path from the school building lot.
- B. The project includes but is not limited to:
 - 1. Temporary erosion and sediment control around work areas;
 - 2. Construction surveying;
 - 3. Clearing and grubbing of grass organics layer,
 - 4. Grading and excavation;
 - 5. Path and track construction;
 - 6. Restoration of construction access with crushed surfacing
 - 7. Restoration of disturbed landscape areas with hydroseed or topsoil/plantings.
- C. Summary: The foregoing outline of the primary elements of construction within the project is intended as a summary of that work only. The work outlined is not to be regarded by the Contractor as an exhaustive definition of the scope of work.

1.02 Time for Completion

- A. The Contractor shall **substantially complete** all earthwork activities by **August 17, 2018**, given a **notice to proceed date of July 23, 2018**. Hydroseeding shall be completed prior to September 21, 2018. **Final Completion** of all work activities other than hydroseeding shall be by **August 24, 2018**.

1.03 Work and Responsibilities

- A. Unless otherwise indicated, Contractor's responsibilities include, but are not limited to the following:
 - 1. Providing and paying for labor, materials, equipment, tools, machines, facilities, and services necessary for proper execution and completion of work.
 - 2. Paying required taxes.
 - 3. Giving required notices.
 - 4. Enforcing strict discipline and good order among employees and subcontractors. Employing only persons skilled in the tasks assigned to them.
 - 5. Using new materials, except as noted.
 - 6. Maintaining required egress and other requirements in accordance with governing Codes and Ordinances throughout the work.
 - 7. Notifying Owner, utilities and emergency services, before road closures.
 - 8. Coordination of all subcontractors including Fish Exclusion/Rescue, Construction Surveying, and quality assurance testing services.

1.04 Sequence/Phasing

- A. These documents are not to be interpreted implicitly or explicitly as definition of procedure and sequence of operations. Order as to procedure and sequence of operations are Contractor options, consistent with contract documents and as approved by Owner.

1.05 Hours of Work

- A. In general, work is permitted between 8:00 am to 6:00 pm, Monday through Saturday, excluding holidays. Contractors are allowed to arrive at 7:30 am but no equipment can be used before 8:00 am.
- B. Contractor may request permission in writing to work extended hours, however,

SECTION 01110 - SUMMARY OF WORK

Contractor will be responsible for any overtime charges for Owner staff, engineering inspection staff, or testing agency staff.

1.06 Cooperation and Coordination

- A. Contractor is responsible for coordinating and scheduling work of subcontractors to expedite progress of the Project.
- B. Subcontractor Instructions: Subcontractors to become familiar with Conditions of the Contract, Division 1, General Requirements, and the work of other Sections related to their own work.
- C. Project Coordination and Scheduling Control: Responsibility for coordination and close adherence to time schedules rests solely with the General Contractor who shall maintain coordination and scheduling control at all times.

1.07 Contractor's Use of Premises

- A. Contractor shall assume full responsibility for the protection and safekeeping of materials for this Contract stored on the site. Contractor shall move any stored products under Contractor's control at no cost to the Owner, if said stored materials interfere with operations of the Owner or separate contractor.
- B. If necessary, obtain and pay for the use of additional private storage or work areas needed for operations. Provide written evidence of agreement between the private property owner and the Contractor.
- C. The Contractor shall not make any claim against the Owner for the actions of a trespasser at the project site that results in damages to material or equipment.

1.08 Protection of Public from Construction Sites and Activities

- A. During construction, the Contractor shall at all times maintain satisfactory and substantial temporary fencing, railing, barricades or steel plates at all openings, obstructions or other hazards. All such barriers shall have warning signs or lights as necessary for safety. The Contractor shall be responsible for providing any safety and security measures necessary to protect residents and the general public through the duration of the project.

PART 2 - MATERIALS (NOT USED)

PART 3 - EXECUTION (NOT USED)

*** END OF SECTION ***

SECTION 01310 - PROJECT COORDINATION

PART 1 - GENERAL

1.01 Pre-construction Meeting

- A. A pre-construction conference shall be held at a time and place fixed by the Engineer and Owner within two weeks from the date of Notice of Intent to Award Contract. The Contractor's project manager and field superintendent, and major subcontractors' superintendents must attend.
- B. The Contractor should be prepared for discussion of the following:
 - 1. Responsibilities of all involved parties
 - 2. Contractor's schedule and procurement of materials
 - 3. Subcontracts
 - 4. Change order procedure
 - 5. Temporary erosion control
 - 6. Project inspection
 - 7. Acceptance of work
 - 8. Labor standards requirements
 - 9. Handling of disputes
 - 10. Additional issues as required.

1.02 Progress Meetings

- A. Meetings will be held weekly as required to review the progress of the work (including any issues that may impact project schedule), make field observations and address any conflicts or problems.
- B. Meeting attendees shall be qualified and authorized to act on behalf of the firm or agency they represent.
- C. The Engineer shall preside over progress meetings and shall be responsible for recording and disbursing significant proceedings and decisions.

1.03 Construction Schedule

- A. Within seven (7) days of Notice of Intent to Award, the Contractor shall submit a computerized critical path construction schedule for the work for the Engineer's review and approval. Any requested revisions to the schedule shall be made within 5 days of the Engineer's completing the review. The schedule and all subsequent revisions shall be kept at the Contractor's field office with copies available for the Engineer and Owner. Contractor shall also furnish the approved schedule to key impacted agencies.
- B. Schedule shall include the following elements:
 - 1. Schedule shall be arranged chronologically by the start date of each item, and shall include the following:
 - 2. Show critical path timeline of complete sequence of construction by activity.
 - 3. Show start and stop dates of each major construction element.
 - 4. Show projected percent completion for each major construction element at the first of each month.
- C. Throughout construction, the Contractor shall record progress of each major construction element. Revised and updated schedules are required with each Request for Payment; Payment will not be processed until an updated Schedule is provided. Revisions shall

SECTION 01310 - PROJECT COORDINATION

show changes relative to previously submitted schedules and updated projections of progress and completion.

PART 2 - MATERIALS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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

SECTION 01330 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 Description

- A. This listing of submittals is a checklist for the Contractor's convenience and is not an exhaustive listing of provisions or the requirements of these Contract Documents.
- B. In addition to construction progress submittals, the Contractor shall furnish technical material submittals and shop drawings as described throughout the technical specifications.

1.02 General Submittal Requirements

- A. Forward all submittals to the Engineer, together, at one time. Individual or incomplete submittals are not acceptable.
- B. Organize submittals in same sequence as they appear in Specification Sections.
- C. Identify each submittal item by reference to Specification Section paragraph in which item is specified, or Drawing and Detail number.
- D. Identify each item by manufacturer, brand, trade name, number, size, rating, or whatever other data is necessary to properly identify and review materials and equipment. Words "as specified" are not sufficient identification.
- E. It is the responsibility of the Contractor to coordinate the work of the various trades involved with the work under this agreement. Contractor shall check all submittals by his subcontractors and mark them with his approval prior to submittal.

1.03 General Schedule for Submittals

- A. Within seven (7) days of Notice of Intent to Award, the Contractor shall furnish the following to the Engineer:
 - 1. Payment and Performance Bonds
 - 2. Insurance Certificates
 - 3. Contractor-executed Agreement
 - 4. Construction Schedule
- B. If the above items are satisfactory and the Owner executes the contract, the Engineer shall issue Notice to Proceed authorizing the Contractor to begin work on the following submittal items:
- C. At least two weeks before their intended use on the project, Contractor shall provide submittals evidencing that materials and equipment supplied under the contract meet the project specifications. Contractor shall not order materials or equipment without first receiving the Engineer's approval of the submittal.
 - 1. After starting construction, each month the Contractor shall furnish the following:
 - a. Application for Payment
 - b. Updated construction schedule
 - 2. Prior to application for 90% or greater payment, the Contractor shall furnish the following:
 - a. "As-built" Record of Work Performed

1.04 Submittal of Shop Drawings and Samples

- A. General
 - 1. Provide one pdf copy of material and equipment submittals.

SECTION 01330 – SUBMITTAL PROCEDURES

2. Submission of shop drawings and samples shall be accompanied by one original and one copy of a transmittal letter containing project name, Contractor's name, number of drawings and samples, titles and other pertinent data.
 3. Contractor shall maintain a complete material list and file of Engineer reviewed submittals at the project site for use as reference by subcontractors, Owner, Engineer and other interested parties.
 4. Submittals must be for equipment and materials that meet or exceed the specifications.
 5. Submittals must be, in the sole judgment of the Engineer, acceptable by the second submittal. The Contractor will be responsible for the cost of review, as solely determined by the Engineer, for all reviews after the second review. Such costs will be deducted from payments otherwise due under the Contract.
 6. Shop drawings and material and equipment submittals shall bear the Contractor's certification that he has reviewed, checked and approved each submittal, and that each is in conformance with the requirements of the contract. Submittals not bearing this certification will be immediately returned to Contractor without review. Submittals containing more than three defects may be returned to Contractor without further review for correction/resubmission.
- B. Shop Drawings
1. General:
 - a. Drawings shall clearly indicate the correct configurations and relative sizes, materials, metal gages, etc. of the various components and the proposed methods of fabrication, required clearances, supports and any other pertinent data.
 2. Submittal of Shop Drawings:
 - a. Submit one pdf copy of each shop drawing, including fabrication, erection, layout and setting drawings and other drawings.
 - b. Engineer will review for conformance to design. Engineer will review and return submittals within seven (7) calendar days.
 - c. Contractor is responsible for obtaining and distributing required prints of shop drawings to his subcontractors and material suppliers before and after final review by the Engineer.
- C. Samples
1. When samples are specified to be submitted, furnish two samples, except as noted herein, of sufficient size to indicate general visual effect or as otherwise specified in the specifications, and in as nearly the form in which the material will appear on the project as practicable.
 2. The Owner will check submitted samples against file samples and project requirements, will make final selection of colors and finishes from samples, and will approve sample for application on the project in conformance with the Specifications.
 3. Should a submitted sample not be in conformance with the specifications, resubmit sample which conforms to the requirements of Contract Documents.
- D. Catalog Cuts, Product Data & Brochures
1. For pipe, fittings, and valves, catalog cuts and similar data will be accepted in lieu of shop drawings, provided they contain required information and are clearly printed. Manufacturer's descriptive catalog sheets shall show dimensions,

SECTION 01330 – SUBMITTAL PROCEDURES

performance characteristics and capacities, wiring diagrams and controls, schedules, and other pertinent information as required. Contractor shall indicate selected options on catalog cuts.

- E. Submittal of Product Certificates
 - 1. Where manufacturer certificates are specified to be furnished attesting to conformance with specification requirements, submit certificates in triplicate prior to acceptance of the Work.
- F. Warranties
 - 1. Provide warranties, guarantees and/or maintenance agreements where the Specifications require a period longer than the Contractor warranty period.

PART 2 - MATERIALS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.01 General

- A. Related Requirements Specified Elsewhere:
 - 1. Submittal Procedures: Section 01330
 - 2. Project Closeout: Section 01700
 - 3. Technical Specifications for certain items of work
- B. Description of Section:
 - 1. Inspection and testing laboratory qualifications, duties and responsibilities.
 - 2. Contractor's quality control requirements.

1.02 Definitions

- A. Factory Tests: Tests made on various products and component parts prior to shipment to the job site, including but not limited to such items as electrical equipment, and pre-cast concrete.
- B. Field Tests: Tests or analyses made at, or in the vicinity of the job site in connection with the actual construction.
- C. Manufacturer's Certificate of Conformance or Compliance: A certificate signed by an authorized manufacturer's official attesting that the material or equipment delivered meets the specification requirements.

1.03 Regulatory Requirements:

- A. Nothing in the Drawings or Specifications shall be construed to permit Work not conforming to applicable laws, ordinances, rules or regulations.
- B. When Drawings or Specifications exceed requirements of applicable laws, ordinances, rules, or regulations, comply with documents establishing the more stringent requirements.

1.04 Quality Control Requirements

- A. All work under the contract shall be inspected and tested as required by the technical sections specified herein. The Contractor shall maintain records of all inspections and tests. Approvals, except those required for field inspections, field applications, and field tests, shall be obtained before delivery of materials and equipment to the project site.
- B. The Engineer or their representative shall be present for all pressure tests and leakage tests. Contractor shall give 48 hours' notice in advance of these tests.
- C. Responsibility for quality control testing shall be as follows:
 - 1. Factory Tests: Contractor will arrange and pay for factory tests.
 - 2. Factory Inspection: Contractor will arrange and pay for factory inspection.
 - 3. Field Inspection and Tests: Unless otherwise specified, the Owner shall furnish all equipment, instruments, qualified personnel, independent laboratory services, and facilities necessary to inspect all work and perform all tests when required by the contract documents.
 - 4. Approval of Testing Laboratories: All laboratory work under this contract shall be performed by laboratories independent from the Contractor and approved by the Owner. The basis of approval includes the laboratories' experience, references, and qualifications.

SECTION 01400 - QUALITY CONTROL

5. Materials Testing Laboratory: Owner will engage a materials testing laboratory to perform asphalt compaction tests and in-place density testing of bearing soils and backfills. Contractor shall provide cooperation, complete access, and necessary scheduling information to the testing laboratory.
- D. Laboratory Reports: Reports shall cite the contract requirements, the test or analysis procedures used, the actual test results, and include a statement that the item tested or analyzed conforms or fails to conform to the specifications requirements. A representative of the testing laboratory authorized to sign certified test reports shall sign all test reports. The Engineer shall receive immediate and direct delivery of the signed original of all reports, certifications, and other documentation, with the Contractor receiving copies concurrently.
- E. Repeated Tests and Inspections: The Contractor shall repeat tests and inspections after each correction made to nonconforming materials and workmanship until tests and inspections indicate the materials, equipment, and workmanship conform to the contract requirements. Re-testing and re-inspection costs shall be performed at the Contractor's sole expense.
- F. Concealed Work. The Contractor shall not conceal work that requires laboratory testing until test results meeting the project specifications have been received. When directed by the Engineer the Contractor shall open for inspection any part of the work that has been concealed. Should the Contractor refuse or neglect such a request, the Owner may employ any other person to open up the same or do so himself. The expense of opening and recovering, whether done by the Contractor or not, shall be charged to the Contractor.

1.05 Construction Surveillance by Engineer

- A. Appointment.
 1. The ENGINEER may appoint an on-site representative for surveillance of any and all portions of the work. Such surveillance may extend to any or all parts of the work, and to the preparation or manufacture of materials to be used.
- B. Authority of On-Site Representative.
 1. On-site representative is not authorized to revoke, alter, enlarge or relax the provisions of the Contract Documents, and is placed on the work to keep the Engineer informed as to the progress of the work and the manner in which it is being done.
 2. He may also call the attention of the Contractor to any deviations from the plans or specifications. Failure of the Engineer or his representative to call the attention of the Contractor to faulty work or deviation from the Contract Documents shall not constitute acceptance of said work.
 3. The representative is not authorized to approve or accept any portions of the work or to issue instructions contrary to the Contract Documents.
 4. The representative will exercise only such additional authority as may be specially delegated to him by the Engineer, notice of which will be given in writing to the Contractor.

1.06 Defective Work

- A. The Contractor shall remove and replace any work found defective or not complying with requirements of Contract Documents, at no additional cost to Owner. Work will be checked as it progresses, but failure to detect any defective work or materials shall not in any way prevent later rejection when such defect is discovered, nor shall it obligate the Engineer for final acceptance.

SECTION 01400 - QUALITY CONTROL

PART 2 - MATERIALS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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

SECTION 01510 - TEMPORARY UTILITIES

PART 1 - GENERAL

1.01 General

- A. The Contractor shall provide all arrangements, material and labor needed for obtaining temporary utility services.
- B. The Contractor is not required to maintain a field office, but water and sanitation facilities must be provided for the Contractor's employees and subcontractors.
- C. Make all connections to the utility purveyor's requirements and in accordance with code requirements; remove from site upon completion of all work or when directed.

1.02 Power

- A. The Contractor shall provide all temporary lighting and temporary power, including pole or poles, transformer if required, for construction.
- B. Electrical Power is available through Puget Sound Energy.

1.03 Telephone

- A. The Contractor's field superintendent shall be directly reachable at the project site by phone (field office, cellular phone, or direct paging system).

1.04 Water

- A. The Contractor shall make provisions to purchase water required for the work, if necessary. The Contractor shall provide a meter for temporary connections. Connections shall be secured to prevent unauthorized water use during Contractor's absence.
- B. The Contractor shall provide piping, hose, backflow preventer approved for potable use, valving, meter, nozzles and other accessories required.
- C. At completion, or before if directed, disconnect temporary connections and piping and remove from site.
- D. For drinking water, provide from proven safe source, for all those connected with the work in accordance with WISHA and Health Department requirements.

1.05 Sanitary Service

- A. The Contractor shall provide temporary restroom services as needed at the field office location. Service may be provided by contract service. Facilities shall be regularly serviced and maintained, and kept reasonably clean. Facilities shall be promptly removed at the conclusion of the work.
- B. The Contractor shall submit a sewer main shut-down plan prior to performing Work

1.06 First Aid

- A. In accordance with requirements of 296-24 WAC, furnish personnel trained in first aid and certified as approved by Washington Department of Labor and Industries.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

*** End Of Section ***

SECTION 01551 – SITE ACCESS AND STORAGE

PART 1 - GENERAL

1.01 Maintenance of Traffic

- A. Traffic Control: All locations requiring redirection or stopping of the traveling public shall be properly signed and/or flagged by the Contractor. For the protection of traffic in public or private streets and ways, the Contractor shall provide flagmen and provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," (MUTCD) published by U.S. Department of Transportation, Federal Highway Administration (ANSI D6.1) with the current State of Washington supplements and Skagit County requirements.
- B. Contractor shall provide flaggers to control traffic during lane closures, truck ingress/egress to the work site, or other impediments to normal traffic flow. Flaggers shall be certified to work in the State of Washington. Provide proof of certification upon owner's request.

1.02 Delivery, Storage and Handling

- A. Ship equipment in its original package to prevent damage or entrance of foreign matter. Perform all handling and shipping in accordance with manufacturer's recommendations.
- B. Provide protective coverings during construction.
- C. Identify materials and equipment delivered to the Site to permit check against approved materials list, and reviewed submittals.

1.03 Contractor's Work and Storage Area

- A. Field areas as shown on the access plan are available for on-site for mobilization. The Contractor shall make its own arrangements off-site for any additional storage or shop areas necessary for the proper execution of the work.
- B. Should the Contractor find it necessary to use any additional land for this storage or for other purposes during the construction of the work, it shall provide for the use of such lands, including any restoration of said areas, at its own expense.
- C. The Contractor shall construct and use a separate storage area for hazardous materials used in constructing the work.
 - 1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are all products labeled with any of the following terms: **Warning, Caution, Poisonous, Toxic, Flammable, Corrosive, Reactive, or Explosive.** In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, two-part epoxy coatings, sealants, asphalt products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.
 - 2. The Contractor shall develop and submit to the Engineer a plan for storing and disposing of the materials above.
 - 3. The Contractor shall obtain and submit to the Engineer a single EPA number for wastes generated at the site.
 - 4. The separate storage area shall meet all the requirements of all authorities having jurisdiction over the storage of hazardous materials.

SECTION 01551 – SITE ACCESS AND STORAGE

5. The separate storage area shall be inspected by the Engineer prior to construction of the area, upon completion of construction of the area, and upon cleanup and removal of the area.
6. All hazardous materials that are delivered in containers shall be stored in the original containers until use. Hazardous materials that are delivered in bulk shall be stored in containers that meet the requirements of authorities having jurisdiction.

1.04 Parking

- A. The Contractor shall direct its employees to park in the paved school parking lot adjacent to the project site and not to block driveways, impede traffic or disturb landscaping.
- B. Traffic and parking areas shall be maintained in a sound condition, free of excavated material, construction equipment, mud, and construction materials. The Contractor shall repair breaks, potholes, low areas that collect standing water, and other deficiencies.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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

SECTION 01560 - TEMPORARY BARRIERS, ENCLOSURES AND CONTROLS

PART 1 - GENERAL

1.01 General

- A. The Contractor shall supply all controls and aids necessary to provide a safe and orderly work environment in conformance with all applicable local, state and federal laws and codes.
- B. All controls implemented as part of the work shall comply with all applicable local, state and federal codes and laws
- C. The Contractor shall furnish all labor, material and equipment needed as part of the controls described herein.
- D. The Contractor shall obtain any permit necessary to implement the controls described herein.

1.02 Waste Control

- A. General - The Contractor and each subcontractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. Clean work areas as required at the end of each day's work.
- B. Trash removal - Remove all trash and debris from site and properly dispose of at Contractor's expense. Allow no debris, broken or open cartons, or other refuse to collect in the project or around it; allow no flammable or hazardous materials to be stored on the site without approved protection precautions and procedures.
- C. Street and parking area cleaning - Immediately clean all spilled material which results from the work of this contract and waste hauling operations; use motorized equipment and hand labor as required. Remove from streets, driveways or parking areas in time to prevent such materials from affecting traffic or clogging street drainage system; clean any contaminated drains.

1.03 Noise Control

- A. Minimize unnecessary noise originating from construction employees, work, and equipment when working in the vicinity of residences.

1.04 Dust Control

- A. During the period of construction, the Contractor shall provide satisfactory means of controlling dust and dirt. If water is required to limit dust, its cost shall be considered incidental to the work.

1.05 Runoff Control

- A. The Contractor shall install and maintain temporary measures to control the runoff water quality and reduce the transport of sediments off of the site during construction.
- B. All proposed measures shall comply with the requirements of Skagit County and the D.O.E. Stormwater Management Manual for the Puget Sound.
- C. All proposed measures shall be approved by the Engineer prior to their installation unless such measures are required to correct a severe and immediate problem.

1.06 Barrier Requirements

- A. During construction, the Contractor shall at all times maintain satisfactory and substantial temporary fencing, railing, barricades or steel plates at all excavations, obstructions or other hazards. All such barriers shall have warning signs or lights as necessary for safety.

SECTION 01560 - TEMPORARY BARRIERS, ENCLOSURES AND CONTROLS

PART 2 - PRODUCTS

PART 3 - EXECUTION

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

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 Description of Section

- A. General requirements for providing transportation, handling, storage, and protection of materials and equipment.
- B. Contractor's options in selection of products and manufacturers, and procedures for consideration of proposed substitutions.
- C. All material and equipment incorporated into the work:
 - 1. Shall be new, free from defects and of equal or superior quality as specified herein and on the drawings.
 - 2. Shall be the products of established manufacturers regularly engaged in the fabrication of such equipment.
 - 3. Shall comply with the size, type and quality specified and shall be designed for use in the particular application.
 - 4. Shall be designed, fabricated and assembled in accordance with standard engineering and shop practice.
 - 5. Shall be complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and for intended use and effect.

1.02 Related Sections

- A. Related Requirements Specified Elsewhere:
 - 1. Section 01400 - Quality Control

1.03 Manufacturer's Instructions

- A. Installation of all materials and equipment shall comply with manufacturer's printed instructions. The Contractor shall have the responsibility to distribute copies of such instructions to all parties involved in the installation, including the Owner. One complete set of instructions shall be maintained on the job site during installation and until completion.
- B. All materials and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in strict accordance with such instructions and in conformance with the specified requirements. The Owner should be immediately notified should job conditions or specified requirements conflict with the manufacturer's instructions.

1.04 Transportation And Handling

- A. All materials and equipment shall be transported and handled in such a manner as to prevent any damage.
- B. Deliveries of products shall be in accordance with construction schedules as to cause no delay in the work or to conflict with work and conditions at the site.
- C. Products shall be delivered in the manufacturer's original containers with identifying labels intact and legible. Where materials are specified to conform to ASTM, Federal or other reference specifications, the materials shall be delivered to the site bearing the manufacturer's label stating that the materials meet the requirement of such referenced specifications.
- D. Products shall be inspected immediately upon delivery to assure compliance with specified requirements and approved submittals and that products are properly protected and undamaged.
- E. The Contractor shall provide personnel and equipment to receive and unload products

SECTION 01600 - MATERIAL AND EQUIPMENT

delivered to the site. No products shall be delivered to the site unless such forces are available.

1.05 Storage And Protection

- A. Contractor is fully responsible for safe storage of all materials and equipment.
- B. All products shall be stored in strict accordance with the manufacturer's instructions, with seals and labels intact and legible.
- C. All products shall be arranged in a neat order and protected from damage from the weather, traffic and construction operations. Easy access for periodic inspection shall be provided.

1.06 Products And Substitutions

- A. Products:
 - 1. Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar application.
 - 2. Where additional amounts of a product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.
 - 3. For Products specified only by a reference standard, the Contractor may select any product meeting that standard.
 - 4. Where the make or name of a material is specified in the written documents or on the drawings, it is to establish a quality standard in that particular field of manufacture. Requests for substitutions of materials of other makes or names must be submitted to the Owner and must receive favorable written response from the Owner prior to ordering, furnishing or installing the proposed substitution item.
- B. Requests for Substitutions:
 - 1. For a period of thirty (30) days after the Contract Date, the Owner will consider written requests from the Contractor for substitution of Products.
 - 2. Requests for each Product substitution shall be submitted separately. Requests for substitutions will be received and considered when revisions to contract documents are not required, and the product or material is in keeping with the general intent of the Contract Documents.
 - 3. A request for substitution by the Contractor constitutes a representation that the Contractor:
 - a. Will provide the same warranties or bonds for the substituted item as for the Product specified.
 - b. Will coordinate the installation of an accepted substitution into the work and make all other changes as required to make the work complete in all respects.
 - 4. Submit one copy of requests for substitutions, fully identified for Product or method being replaced by substitution, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitutions.
 - 5. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of significant qualities between specified item and proposed substitution, statement of effect on construction time

SECTION 01600 - MATERIAL AND EQUIPMENT

and coordination with other affected work, cost information or proposal, and Contractor's statement to the effect that proposed substitution will result in overall work equal-to-or-better-than work originally indicated.

6. The contractor agrees to pay all Engineering costs accruing as a result of checking and/or redesign due to substitutions. These costs will be charged to the Contractor and will be considered incidental to the contract price.

C. Owner's Review

1. Within two weeks of receipt of request, or within one week of receipt of requested additional information or documentation (whichever is later), the Owner will notify the Contractor of either his acceptance or his rejection of the proposed substitution. Rejection will include statement of the reasons for rejection (non-compliance with the requirements for requested substitutions, or other reasons as detailed.)

PART 2 - MATERIALS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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

SECTION 01700 - PROJECT CLOSE-OUT

PART 1 - GENERAL

1.01 General

- A. When the Contractor considers the work to be substantially complete, submit the following materials to the Engineer:
 - 1. Written notice that the work, or designated portion thereof, is substantially complete. (The term "substantially complete" is defined in Section 00700, Definitions.)
 - 2. List of items to be completed or corrected and reasons for being incomplete. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.
- B. Upon receipt of Contractor's request, Engineer will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Engineer will either prepare certificate of Substantial Completion, or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form the initial "punch list" for final acceptance.
- C. When the Engineer, on the basis of an inspection, concurs that the work is substantially complete, she will prepare and deliver to the Owner and Contractor a certificate of Substantial Completion accompanied by the Contractor's list of items to be completed or corrected, as verified and amended by the Engineer. The Certificate of Substantial Completion shall state the responsibilities of the Owner and Contractor for security, maintenance, utilities, and damages to the work and insurance, and shall fix the time within which the Contractor shall complete the items listed therein.
- D. The certificate of Substantial Completion is submitted to the Owner and Contractor for their written acceptance of their responsibilities as stated therein. The date of substantial completion shall be the date the Owner executes the Certificate of Substantial Completion.

1.02 Final Completion

- A. Follow steps defined in 1.01 above for completion of remaining work, including delivering all project documentation and spare parts. The results of the Engineer's inspection shall form the initial "punch list" for final completion.

1.03 Record of Work Performed

- A. During the construction period, Contractor shall maintain a complete log for the purpose of maintaining a day-by-day record of installed information. This information shall include, but not be limited to: as-built locations of any buried utility encountered, and all approved deviations from the specifications.
- B. Addenda, bulletins, field orders, and change orders shall be posted and referenced in the record set of prints.

1.04 Final Clean-Up

- A. At the completion of the work, the Contractor shall leave the premises in a neat and unobstructed condition, ready for Owner occupancy.

1.05 Final Inspection

- A. When the Contractor considers ALL work to be complete, he shall submit written notice to the Engineer that the work has been completed and inspected in compliance with the Contract Documents (including punchlist items) and requesting a contract completion inspection.

SECTION 01700 - PROJECT CLOSE-OUT

- B. When the Engineer on the basis of an inspection concurs that the work is acceptable under the Contract Documents, she will notify the Contractor in writing and request the Contractor to provide remaining submittals.
- C. Should the Engineer determine that the work is not acceptable under the Contract Documents, she will provide the Contractor with written notification of the deficiencies.
- D. The Contractor shall remedy the deficiencies in the work and submit a new written notice for final inspection to the Engineer.

1.06 Final Payment

- A. When the Contractor has satisfied all requirements of this section and all other conditions of the Contract Documents, the Contractor may submit a final Application for Payment. Should the Engineer determine the Work acceptable under the Contract Documents and the Agreement fully performed, she will promptly issue a final Certificate for Payment. Any funds which may be withheld from Contractor under the terms of the contract will be identified, and Engineer will prepare a final certificate of payment reflecting the balance due and payable to the Contractor.
- B. The accumulated retainage shall not be paid until the Contractor submits to the Engineer:
 - 1. Contractor's affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner might in any way be responsible, have been paid or otherwise settled.
 - 2. Release of Lien - One will be required from each lien holder who has duly filed a notice of claim with the Owner. If any liens remain unsatisfied after the expiration of the statutory lien period, the Contractor shall refund the Owner all amounts that the Owner may be compelled to pay in discharging such lien including all costs and reasonable attorney's fees.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

*** END OF SECTION ***

SECTION 02230 - CLEARING, GRUBBING AND ROADSIDE CLEANUP

PART 1 - GENERAL

1.01 Description Of Work

- A. Work within this section includes removal and disposal of surface debris; removal of trees, shrubs, and other plant life; topsoil excavation, and all other clearing and grubbing required to construct the work.
- B. The Contractor shall include in the Contract price all work necessary to perform the tasks required to complete the Work as indicated on the Plans and specified herein.

1.02 Related Sections

- A. Earthwork: Section 02300.

1.03 Reference Specifications

- A. WSDOT Standard Specifications, Section 2-01.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 Examination and Protection

- A. All exposed soils shall be covered with mulch, plastic, or an approved soil cover when precipitation is forecast, in accordance with the Stormwater Pollution Prevention Plan.
- B. The Contractor shall verify with the Owner the exact extents of existing plant life to remain undisturbed at the boundaries of the work prior to initiation of clearing, grubbing or demolition work.
- C. Locate, identify, and protect utilities indicated to remain from damage.
- D. Protect trees, plant growth, and features designated to remain.
- E. Protect benchmarks, survey control points, and existing structures from damage or displacement.

3.02 Clearing and Grubbing

- A. Clear areas required for access to site and execution of Work in conformance with the Contract Documents and as directed by the Engineer.
- B. Remove trees, shrubs, and groundcover within the track and pathway fill and bedding prism. Remove stumps, main root ball, and root system to minimum depth of 30 inches below finished grade.
- C. Clear a minimum depth of 4-inches for undergrowth and deadwood, topsoil and roots within the track and pathway prism.

3.03 Removal

- A. Remove debris, topsoil, rock, and extracted plant life and dispose of at Contractor provided, permitted, disposal site. The Contractor may salvage as the Contractor's property any plant materials not designated to remain or to be replanted.

3.04 Cleanup

- A. Remove all construction debris, dry sweep streets and remove any unsuitable or soils from site.
- B. Shape earthwork to blend naturally into surroundings.
- C. Remove all construction fencing and Temporary Erosion and Sedimentation Control

SECTION 02230 - CLEARING, GRUBBING AND ROADSIDE CLEANUP

TESC) measures.

- D. Restore all areas outside the clearing limits that were affected by the work to the equivalent of the preconstruction condition or better.

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

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.01 Description Of Work

- A. The work covered by this section consists of excavating, backfilling, stockpiling, dewatering, compacting, testing, and/or final grading.
- B. Anticipated excavation and fill includes that necessary for general site work, track and path construction.
- C. The Contractor shall include in the Contract price all work necessary to perform the tasks required to complete the Work as indicated on the Plans and specified herein.
- D. Related Sections
 - 1. Section 02230 – Clearing, Grubbing and Roadside Cleanup
 - 2. Section 02900 - Landscaping

1.02 Job Site Conditions

- A. Existing Conditions: The Contractor shall examine the site before commencing work and shall make his own deductions and conclusions as to the nature of materials to be encountered and difficulties anticipated.

1.03 Submittals

- A. Submit gradation tests for all fill materials at least 2 weeks prior to onsite use.

1.04 Laws And Regulations

- A. Work for this project is covered by an approved Skagit County Grading Permit. A copy of the approved permit shall be kept on-site at all times that work is occurring.

PART 2 - PRODUCTS

2.01 Crushed Surfacing Top Course

- A. Conforming to WSDOT Section 9-03.9(3), Crushed Surfacing Top Course.

2.02 Gravel Base

- A. Conforming to WSDOT Section 9-03.10, Aggregate for Gravel Base.

2.03 Railroad Ballast

- A. Conforming to WSDOT Section 9-03.9(2), Permeable Ballast, except the percent passing the 4-inch sieve shall be 100.

2.04 Separation GeoTextile

- A. Conforming to WSDOT Section 9-33.2(1) Table 3, Woven Geotextile for Separation.

PART 3 - EXECUTION

3.01 Utility Location

- A. The Contractor shall make every effort to identify the location of all existing underground utilities. 48-hours in advance of any excavation within road rights-of-way, the Contractor shall contact the Utility Locate Service at (800) 424-5555.

3.02 General

- A. Weather Limitations. Construction shall progress only when weather conditions will not adversely affect the quality of the finished work. At the same time, Contractor must be

SECTION 02300 - EARTHWORK

prepared to take such measures as are necessary to complete the construction within the specified contract period. Soils that are not compactable due to saturation shall be aerated or removed and replaced with a compactable material. Contractor shall bear all costs for necessary extra measures and/or rework necessitated by weather conditions.

- B. Control of Water. The Contractor shall furnish, install, and operate all machinery and equipment necessary to keep excavations and earth embankments free from water during construction. Excavations shall be kept dry and water shall be disposed of so as not to cause injury to public, damages to adjacent property or to cause a nuisance or menace to the public. Sediment must be prevented from reaching adjacent watercourses. Water shall be removed to prevent softening of foundation bottoms, undercutting of foundations causing changes in soil conditions that will be detrimental to stability of subgrades and foundations.
- C. Stability of Excavations. Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace, as required, to prevent cave-ins and limit excavations to the site as shown on the plans. Remove shoring prior to backfilling unless otherwise specified.

3.03 Excavation

- A. All slabs and structures shall bear on suitable foundation material and shall be excavated to the depth required to construct the slabs and substructure elements. Where the existing grade is below finished grade, the Contractor shall remove the topsoil and unsuitable soils as determined by the engineer and replace it with structural fill to the proper level.

3.04 Fill and Backfill

- A. General.
 - 1. Fill shall be placed on firm subgrade that has been properly stripped. Following stripping and prior to placement of fill material, all areas shall be proof-rolled to identify any loose or soft areas. The quality assurance testing company must approve the subgrade for the track and paths as compacted, unyielding, or otherwise as a suitable consistency for a foundation for backfill materials prior to placing additional materials above subgrade.
 - 2. Soft or unsuitable subgrade shall be removed and replaced with suitable material and compacted to specified density. The soft/unsuitable subgrade areas to be paid for with Additive/Deductive prices with the exception of 3.02A above. Contractor to bear all costs to replace soft subgrade due to weather or Contractor's lack of care in protecting subgrade.
 - 3. Where subgrade or layer of the material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or to layer of material, to prevent free water appearing on surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry soil that is too wet to permit compaction to required density. Material that has been removed due to excessive moisture may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing until moisture content is reduced to satisfactory value.
 - 4. Slopes shall be thoroughly rolled and compacted to a firm, nonyielding condition with a minimum compaction of 90% of the maximum dry density as determined in accordance with the Modified Proctor Test, ASTM D1557.
 - 5. Where embankment is to be placed on slopes, the subgrade shall be prepared by benching or terracing into the existing slope. The benches shall be 3 feet high and extend a minimum of 3 feet laterally into the existing slope.

SECTION 02300 - EARTHWORK

6. Backfill and fill materials are to be placed in uniform lifts as specified in Section 4.04.3 Compaction below load bearing surfaces, or 10-inches for all other fill areas. Compact material in a systematic manner using large vibratory smooth drum roller, sheepsfoot/padfoot roller or other approved equipment.
7. Maintain construction areas as a continuous working surface throughout the project. Fill surfaces are to be graded smooth and sealed at the end of each work day to prevent ponding of water. After periods of rain, remove any soft material prior to placement of additional fill.
8. Provide cut and fill slopes reasonably true to line and grade with a tolerance of plus or minus 3 inches.
9. Material for fill or backfill shall be reviewed and approved by the Engineer prior to placement. The Contractor shall be solely responsible for all costs associated with imported material including testing demonstrating compliance with specifications.
10. When backfill or fill is placed adjacent to abutments and manhole sections, heavy equipment for spreading and compacting shall not be operated closer to any structure than 4 feet. Fill adjacent to structures shall be compacted to 90% (except below structure or surfacing areas where the upper 3 feet shall be 95%) of the maximum dry density as determined by ASTM D 1557 with small vibratory or hand compactors. Backfill adjacent to structures shall be constructed in 6-inch loose lifts.

3.05 Compaction

- A. Compact material to not less than the following percentages of maximum density in accordance with ASTM D1557, Method D. Moisture content of compacted soils to be within +/- 2% of optimum moisture content.
 1. Backfill under trail and pathway section prism. Each layer shall be placed in lifts not exceeding 8 inches (loose thickness) and compacted to 95% maximum dry density.
 2. Backfill adjacent to walls and manholes. Each layer shall be placed in lifts not exceeding 6 inches (loose thickness) and compacted to 95% maximum dry density.
 3. Gravel Base and Crushed Surfacing Top Course shall each be placed lifts not exceeding 8 inches (loose thickness) and compacted to 95% maximum dry density.

3.06 Grading

- A. General. Uniformly grade areas within limits of project site including adjacent transition areas. Smooth finished surfaces, compact with uniform levels or slopes between points where finish elevations are shown, or between such points and existing grades adjacent to the Work. Make allowances in site grading for placement of topsoil and mulch.
- B. Drainage. Perform finish grading so that no low spots are created. Direct surface runoff toward existing drainage courses. Finish ditches to ensure proper flow and positive drainage. Conduct final rolling operations to produce a hard, uniform and smooth cross-section.
- C. Subgrade Beneath Structures. Grade smooth and even, free of voids, compacted as specified and to required elevation.

3.07 Inspections and Tests

- A. In all areas, the Contractor shall demonstrate adequate compaction of backfill materials with a nuclear gauge or the Washington Densometer at the Contractor's expense.

SECTION 02300 - EARTHWORK

- B. In cases where the testing outlined above is not practical, the testing company may certify the compaction of the subgrade by proof-rolling or other industry standard methods.
- C. The quality assurance testing company must approve the subgrade as compacted, unyielding, or otherwise as a suitable consistency for a foundation for backfill materials.
- D. A compaction test is required every 200 feet for backfill material.

3.08 Disposal of Waste Materials

- A. Excess material resulting from site excavation and grading shall be removed from the site and disposed of by the Contractor at a County-approved dump site. The cost of such disposal shall be considered as an incidental item, and the Contractor shall be responsible for all costs associated with said disposal work.

END OF SECTION

SECTION 02370 – TEMPORARY EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 Description Of Work

- A. Work in this section consists of temporary measures for the prevention of accelerated soil erosion and sedimentation of streams or other bodies of water.
- B. Work includes, but is not limited to, Temporary Erosion and Sedimentation measures shown on the drawings.
- C. The Contractor shall include in the Contract price all work necessary to perform the tasks required to complete the Work as indicated on the Plans and specified herein.

1.02 Related Sections

- A. Related work specified elsewhere:
 - 1. Section 02300 - Earthwork

1.03 Submittals

- A. The Contractor shall submit the following plans prior to commencement of any construction activities.
 - 1. SPCC Plan: Identify construction phasing and identify potential spill sources at the site and the location of contaminant absorption and containment supplies. The plan shall outline responsive actions in the event of a spill or release of contaminants and shall identify notification and reporting procedures. The plan shall also outline Contractor management elements such as personnel responsibilities, project site security, site inspections, and training. The plan shall outline what measures the Contractor shall take to prevent the release or spread of the following:
 - a. any hazardous material found on site or encountered during construction
 - b. any hazardous materials that the Contractor stores, uses, or generates on the construction site during construction activities.
 - c. Hazardous material as referred to within this specification is defined in RCW 70.105.010 under “hazardous substance”. A template for this plan can be found at the following web address: www.wsdot.wa.gov/NR/rdonlyres/795E232D-5631-4115-B4EE-9ED2D89CA94B/0/SPCC_PlanTemplate.doc.

1.04 Quality Assurance

- A. The Contractor shall designate the TESC Lead person at the preconstruction meeting. The TESC Lead shall implement the TESC plan, the SWPPP, and the SPCC plan.
- B. TESC measures shown on the drawings are to be considered the minimum required measures necessary to initiate construction activities in typical weather conditions and with the Contractor providing all due care to protect the work from precipitation and runoff.
- C. Actual weather conditions, management of earthwork operations, and quality of installation of erosion control measures may cause the need for implementation of additional measures not specified on the drawings. The Contractor shall be responsible for implementation of TESC measures as necessary to meet the requirements of the Clean Water Act, Department of Ecology and City Standards.
- D. The Owner reserves the right to monitor water quality characteristics of all runoff and dewatering discharges. The Contractor is responsible for all fees, fines, and delays related to TESC, SWPPP, and SPCC plan non-compliance and other stormwater and

SECTION 02370 – TEMPORARY EROSION AND SEDIMENTATION CONTROL

dewatering system discharges.

PART 2 - PRODUCTS

2.01 Description of Products

- A. Any product, that is required for adequate erosion control, including, but not limited to: gravel check dams, silt fence, compost berms, catch basin inserts, hydroseeding, plastic ground cover, jute matting, etc.
 - 1. All materials for BMPs shall conform to the requirements of the County Standards and the Best Management Practices as specified in the most recent edition of the *Stormwater Management Manual for Western Washington*, published by the Washington State Department of Ecology.

PART 3 - EXECUTION

3.01 Planning of Construction

- A. Plan and coordinate the construction to minimize sediment pollution. Minimize the area of disturbance. Keep the area of clearing and grubbing necessary to facilitate construction to a minimum.

3.02 Maintenance

- A. Maintain the erosion control measures and facilities in proper condition so that they will individually and collectively perform the functions for which they were designed. In order to ensure the effectiveness and proper maintenance of the measures and facilities, the Contractor and Owner shall make periodic inspections at sufficiently frequent intervals to detect any impairment of the structural stability, adequate capacity, or other requisites of the herein approved measures and facilities which might impair their effectiveness. The Contractor shall take immediate steps to correct any such impairment found to exist at no additional cost to the Owner.
- B. Inspection, or lack thereof, shall not relieve the contractor of the responsibility of maintaining erosion control at all times. The contractor should, therefore, check all erosion control periodically on their own to ensure adequacy.

3.03 Pump Water

- A. During earthwork activities, practice sound pump water management to reduce sediment production on-site. Discharge pump water from construction site onto stabilized surfaces and allow it to filter through existing vegetation. Repair discharge areas, upon completion of construction, to pre-existing conditions or better.

3.04 Stabilization

- A. Stabilize all slopes, channels, ditches or any disturbed area as soon as possible after the final grade or final earthmoving has been completed. Upon completion of the project, stabilize all areas which were disturbed by the project to prevent accelerated erosion. Maintain any erosion and sedimentation control facility required or necessary to protect areas from erosion during the stabilization period, regardless of the length of time required - even if it extends beyond the date of substantial completion.

3.05 Earthwork

- A. Control excavation for site work operations. Stockpile the material removed from the excavation in areas where a minimum of sediment will be generated and where other damage will not result from the piled earth. Stockpile topsoil separately and redistribute uniformly after grading.

SECTION 02370 – TEMPORARY EROSION AND SEDIMENTATION CONTROL

- B. Protect all stockpiled soil materials from erosion through the use of Visqueen sheeting with a staked sandbag grid or similar temporary measures.
- C. Any area stripped of vegetation, where no further work is anticipated for a period of 14 calendar days, shall be immediately stabilized with an approved erosion control method such as seeding, mulching, netting, erosion control blankets, etc.
- D. All disturbed areas shall be promptly and thoroughly stabilized against erosion during periods of wet weather, particularly when work is not being performed at the site.

3.06 Filter Fabric Fence

- A. Filter fabric fencing may be required at various locations on the jobsite as necessary to prevent sediment loss from the site, as required by site-specific weather and conditions.

3.07 Compost Berms

- A. Compost berms to be removed from site once site is stabilized and no longer needed or permanent erosion control measures are in place.
- B. Excess compost stored on site to be kept covered and protected from water and erosion. All excess compost to be removed from the site upon completion of project.

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

SECTION 02740 – ASPHALT PAVEMENT

PART 1 - GENERAL

1.01 Description of Work

- A. Work includes but is not limited to following:
 - 1. Provide all material, labor, and equipment to prepare subgrade, base course, top course, and one or more lifts of asphaltic concrete pavement (ACP) (and synonymous with Hot Mix Asphalt (HMA)) at the locations, line and grade shown on the Plans.

1.02 References

- A. WSDOT Standard Specifications for Road, Bridge and Municipal Construction.

1.03 Submittals

- A. Submit in accordance with Sections 01330:
 - 1. Asphalt Concrete Mix design showing compliance with specifications.

1.04 Quality Assurance

- A. Installer shall be a Specialist.
- B. Testing and Inspection.

Contractor will provide testing and inspection by independent testing and inspection agency which will perform the following tasks:

- 1. Gradation analysis for gravel base course and crushed surfacing top .
- 2. Compaction and Moisture Control Tests per WSDOT 5-04.
- 3. Contractor to provide independent testing and inspection.
- 4. Testing and sampling of asphalt shall conform to WSDOT Standard Specification 5-04, non-statistical acceptance procedures shall be employed in sampling of materials and density shall be determined using a nuclear density gauge.

1.05 Project Site Conditions

- A. Coordination: Contractor to notify the Engineer upon completion of subgrade preparation work, completion of base course, and also of intended schedule for final surfacing. Quality Assurance subcontractor to be onsite immediately prior to asphalt placement to verify that all crushed surfacing is suitable to receive asphalt. Quality Assurance subcontractor to notify Engineer that crushed surfacing is acceptable prior to placing asphalt. Do not proceed with placement of HMA until all unsatisfactory subgrade conditions have been corrected to the satisfaction of the Engineer and Quality Assurance subcontractor.
- B. Grade Control: Establish and maintain required lines, elevations, and drainage patterns.
- C. Weather Conditions: Frozen materials or materials mixed or coated with ice or frost shall not be used. Do not surface over frozen or excessively wet subgrade conditions.

PART 2 - PRODUCTS

2.01 General

- A. Comply with "Quality Assurance" provisions, "References," and Specifications. Where these may be in conflict, the more stringent requirements govern.

2.02 Materials

SECTION 02740 – ASPHALT PAVEMENT

- A. Asphalt Concrete Pavement.
 - 1. Asphalt pavement used for track and paths shall be Hot Mix Asphalt (HMA) Class 1/2-inch, PG 64-22 per WSDOT Standard Specifications Section 5-04.
 - 2. Mix design shall comply with and meet the requirements for a non-statistical evaluation per WSDOT Standard Specification 5-04.3(7)A2. Asphalt content shall range from 5- to 6-percent of total mix weight.
 - 3. Aggregate materials used for asphalt concrete pavement shall be a manufactured product complying with WSDOT Standard Specification 9-03.8 for the Class of Asphalt Concrete specified.
- B. Soil Residual Herbicide. Per WSDOT Standard Specification 5-04.3(5)D.

PART 3 - EXECUTION

3.01 Examination

- A. Verify installation conditions as satisfactory to receive work of this Section. Do not install until unsatisfactory conditions are corrected. Beginning work constitutes acceptance of conditions as satisfactory.

3.02 Installation

- A. Install in accordance with “Quality Assurance” provisions, “References,” Specifications, and Manufacturer’s directions. Where these may be in conflict, the more stringent requirements govern.
- B. General.
 - 1. All work associated with the manufacture, transport, placement, compaction and testing of Asphalt Concrete Pavement shall be in conformance with Standard Specification 5-04.3
 - 2. Where small areas are to be paved, the requirements for batch quantities shall be adjusted to reflect more appropriate quantities.
- C. Subgrade Preparation.
 - 1. Subgrade Preparation: Prepare subgrades by grading to appropriate lines, grades, and elevations necessary to establish specified drainage patterns as well as accommodate specified base courses and final surfacing thickness. Compact subgrade to 95% of ASTM D1557 maximum dry density, at plus or minus 2% of optimum moisture, prior to placement of base and finish courses. Use compaction equipment appropriate to soil type. Display adequate compaction by proof rolling surface in the presence of the Engineer. Notify engineer 48 hours in advance of proof rolling. Remove and replace unsuitable subgrade with gravel backfill only as authorized by the Engineer described below.
 - 2. Base Courses: Place Gravel Base and Crushed Surfacing Top Course material to lines, grades, and compacted depths indicated in the plans.
 - 3. Roller compact Gravel Base and Crushed Surfacing Top Course lifts separately using vibratory steel-wheel roller.
 - 4. Slope finished base courses for proper drainage as indicated in the plans.
 - 5. Soil Residual Herbicide: Apply application of accepted herbicide in accordance with Standard Specification 5-04.3(5)D over all areas to receive Asphalt Concrete Pavement.
- D. Equipment.

SECTION 02740 – ASPHALT PAVEMENT

1. The Contractor may use specialized equipment when paving small or irregular areas.
 2. Paving machines shall be self-propelled - drag pavers are not permitted.
- E. Paving Operation. Weather limitations per WSDOT Standard Specification 5-04.3(16).

3.03 Adjusting and Cleaning

- A. Make any adjustments as required.
- B. Clean: Leave installations clean; premises free from residue of work of this section

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

SECTION 02900 – LANDSCAPING

PART 1 - GENERAL

1.01 Description of Work

- A. Work within this section includes soil preparation, plant installation, wood chip mulch, and maintenance of plant material during specified guarantee period.

1.02 Reference Sections

- A. Related work specified elsewhere:
 - 1. Section 02300 – Earthwork

1.03 References

- A. Drawings, General Provisions of the Contract and Division 1 of the WSDOT Standard Specifications.
- B. Plant Standards: “American Standard for Nursery Stock,” ANSI Z60.1-2004, American Nursery & Landscape Association.

1.04 Submittals

- A. Make submittals in accordance with Section 01330-Submittal Procedures, as applicable.
- B. Submit a proposed schedule for the landscaping work. Indicate the dates for commencement and completion of each phase of landscaping. Allow in the schedule adequate time for inspections specified, plant procurement, storage and delivery to the site.
- C. Samples: Submit samples of all materials, other than plants, including fertilizer, inoculant and compost and bark mulch. Include a list of sources. Samples shall be unaltered and of quantity sufficient to allow for proper inspection and review. Soil and mulch shall be submitted in one gallon containers.
- D. Submit a written description of all routine and special maintenance procedures to maintain the healthy maturation of the plant materials until final acceptance. The description shall include the time and duration of each procedure.

1.05 Quality Assurance

- A. Qualifications of Landscaping Subcontractor: Landscaping firm shall be active and experienced in landscape work of the type specified, and able to show evidence of successful completion of projects of similar scope.
- B. Regulatory Requirements: Obtain and pay for all permits for the work of this section.
- C. Comply with referenced standards for identification and grading of plant materials.
- D. Pre-construction Conference: Meet with the Engineer and Owner’s representative to discuss and verify contract requirements, schedule, and proposed planting methods.

1.06 Guarantee

- A. Guarantee materials and workmanship for a period of 1 year from Owner's final acceptance until approval of guarantee items.
- B. The Contractor shall be responsible for, and guarantee all plant materials to remain alive and healthy until the end of the guarantee period. The includes:
 - 1. Replacement all dead or unhealthy plants (tag replaced plants), per the plans, that are identified as requiring replacement by the Engineer at the end of the guarantee period.

SECTION 02900 – LANDSCAPING

2. Maintain all planting areas in a weed-free condition. Remove foreign, dead or rejected plant material.
 3. Watering of plant materials, as specified herein.
- C. The Contractor shall submit a plant establishment plan for approval by the Engineer including the proposed scheduling of activities, materials, and equipment to be used during the guarantee period.
- D. After Owner's final acceptance, Contractor will not be held responsible for damage to properly installed plants resulting from excessive climatological conditions, or other factors beyond his control.
- E. Approval of Guarantee items will require:
1. A minimum of 95% of trees, shrubs and livestock shall be in a healthy and vigorous growing condition and shall be installed as shown in the plans.
 2. Planting areas to be in a weed-free condition.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Store plants in a manner necessary to ensure they remain alive and healthy from time of delivery until installation.
- B. Take adequate precautions to protect the plants during delivery and storage. The Contractor shall replace damaged plants at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 TOPSOIL

- A. Topsoil shall be Type B Topsoil as specified by WSDOT 9-14.1(2).
1. Amend topsoil with 25% decomposed organic mulch amendment.

2.02 PLANTS

- A. All plant material shall comply with the WSDOT Section 9-14.6, unless otherwise specified in the construction documents. Furnish plants in sizes, conditions and quantities as scheduled on the plans.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Inspection: Inspect the planting areas for the conditions specified below, and other conditions which would adversely affect the landscaping installation. Notify the Engineer if adverse conditions are discovered. Commencement of landscaping installation indicates acceptance of the surrounding conditions.
1. Improper Drainage: Inspect for drainage conditions which would adversely affect plant growth. No plants shall be installed in standing water.

3.02 PREPARATION

- A. Protect surrounding construction from damage caused by the work of this section.

3.03 PLANTS

- A. Procurement: Notify Engineer 48 hours before plants are on-site. The Engineer will meet with Contractor to inspect plant materials prior to layout and direct any replacement of material that doesn't meet the contract requirements.

SECTION 02900 – LANDSCAPING

- B. Location: Upon approval of the procured plants by the Engineer, layout plants as specified below:
 - 1. Plant Layout: Set all plants in the locations indicated on the plans. For groups of live stakes, the contractor has the option of staking boundaries of planting rather than placing individual plants. Set outside row of all large planting areas parallel to adjacent edges at a distance from edges of 1/2 the on center spacing. Space inside plants as indicated on the plans (or as specified).
 - 2. Layout Approval: Notify the Engineer a minimum of 48 hours before the plant layout is to be complete. The Engineer will meet with the Contractor to inspect the layout and direct any placement changes which the Engineer deems necessary.
- C. Planting: Upon approval of the plant layout by the Engineer, plant as specified below:
 - 1. Plant when plant materials are available and weather conditions are consistent with horticultural practice.
 - 2. Install plants as indicated on plans. Planting pits shall be rough, not smooth.
 - 3. Backfill to within 5" of finish grade, fill hole with water and allow to settle; backfill to finish grade with amended existing soil. Construct watering berm per plans.
 - 4. Provide positive drainage away from stalk or trunk at plant crowns, after planting and settling, at no greater than 1/2" per foot, unless otherwise indicated on plans.
 - 5. Soak rootballs which have dried significantly before planting; broken roots 1/2" diameter or greater shall be pruned cleanly.
 - 6. If container stock is rootbound, slash roots vertically with a sharp knife along outside of ball in three places minimum before planting; remove all string ties or straps holding rootball of plants upon completion of planting. Remove burlap from rootball.
 - 7. Defoliating, wiltproofing or spray-misting may be required by the Engineer for unseasonal planting, prolonged periods of drought, etc.

3.04 STAKING

- A. Stake all trees.
- B. Secure trees and shrubs which are loosened or tipped from their proper position during the guarantee period.
- C. All stakes shall be removed at completion of the guarantee period.

3.05 MULCH

- A. Contact the Engineer 48 hours before mulch installation.
- B. Mulching shall be over a properly cleaned and graded subsurface free of all debris and weeds.
- C. Should mulch be installed prior to inspection, it will be at Contractor's risk, and subject to removal.
- D. Upon acceptance of the mulch subgrade, mulch shall be placed to a 3" non-compacted depth in a ring around each plant pit (approximately 2 X the rootball diameter).

3.06 PLANT PROTECTION

- A. Protect all plant materials from the harmful effects of wind, unusual weather, construction activities until end of the guarantee period.

SECTION 02900 – LANDSCAPING

3.07 PLANTING AREA WEED CONTROL

- A. Weeds specified as noxious by the Washington State Department of Agriculture, the local Weed District, or the County Noxious Weed Control Board shall be controlled on the project. All planting areas shall be prepared so that they are weed and debris free at the time of planting and until the end of the guarantee period. The planting areas shall include the entire ground surface.
- B. Control of undesirable vegetation, including noxious weeds shall be required in the planting areas following planting and throughout the guarantee period in the following areas and as directed by the engineer:
 - 1. Mulch rings around each plant shall be kept free of all other vegetation.
 - 2. The seeded areas between plants shall be kept free of all undesirable vegetation.
- C. All planting areas shall be maintained throughout the guarantee period by weed removal by hand and at least once in early April/May. The Engineer may require additional weed removal if warranted. Himalayan blackberry, evergreen blackberry, Scot's broom, reed canarygrass, climbing nightshade, purple loosestrife, morning glory, vetch, tansy ragwort and thistle shall be removed with root crowns grubbed out. Japanese knotweed shall be chemically treated by a licensed herbicide contractor.

3.08 WATERING

- A. Contractor shall be responsible for watering plant materials after installation and throughout the guarantee period. After installation, all plant materials shall receive at least one inch of water per week during the growing season (March 15 to October 15). Contractor shall water all planting areas weekly.

3.09 FINAL ACCEPTANCE

- A. Upon completion of the initial planting, the Engineer will make an inspection of all landscape work and notify the Contractor, in writing, of any replacements or corrective action necessary to meet the Contract requirements. The Contractor shall replace all materials rejected or missing and correct unsatisfactory conditions. Owner's final acceptance will require the following:
 - 1. A minimum of 95% of trees, shrubs and livestock shall be in a healthy and vigorous growing condition and shall be installed as shown in the plans.
 - 2. Landscape area cleanup including removal all plant tags and deleterious materials and debris from planting areas.
 - 3. Complete mulch coverage and all weeds controlled.
 - 4. Approval of plant establishment plan during the guarantee period.

END OF SECTION

SECTION 02910 – SEEDING

PART 1 - GENERAL

1.01 Description of Work

- A. Work within this section includes seeding disturbed areas as directed by engineer, protecting seeded areas, and maintaining seeded areas during specified guarantee period.
- B. The Contractor shall include in the Contract price all work necessary to perform the tasks required to complete the Work as indicated on the Plans and specified herein.

1.02 Related Sections

- A. Related work specified elsewhere:
 - 1. Section 02300 – Earthwork

1.03 Reference Specifications

- A. WSDOT Standard Specifications, Section 9-14.

1.04 Submittals

- A. Make submittals in accordance with Section 01330, as applicable.
- B. Submit complete analysis to Engineer for approval prior to seeding, including purity test data and germination test dates for each seed type used.

1.05 Guarantee

- A. Guarantee materials and workmanship for a period of 1 year from Owner's final acceptance to approval of guarantee items.

1.06 Maintenance

- A. Maintain the seeding areas as specified in this section until the end of the guarantee period. After that time, the Owner will become responsible for maintenance.

PART 2 - PRODUCTS

2.01 Seed Mixes

- A. General
 - 1. Seed shall conform to Standard Specifications, Section 9-14.2.
 - 2. All seed shall be certified as 99% weed free (as a weed seed listed as noxious by the Washington State Seed Law) and contain 90% viable seed by germination tests and by age specification by species. The hydroseed shall not contain pesticides or herbicides.
 - 3. Seed to be measured by weight.
 - 4. Submit mix to Engineer for approval prior to seeding.
- B. Disturbed Area Seed Mix: 1/3 sheep fescue, 1/3 chewings fescue, and 1/3 hard fescue. The application rate shall be 150 lbs/acre.

2.02 Hydroseeding Material

- A. Wood Cellulose Fiber Mulch: Conwed Hydro-Mulch (or approved equal).
- B. Tackifier: Guar tackifier derived from biodegradable organic plant sources. Tackifier shall

SECTION 02910 – SEEDING

contain no growth or germination inhibiting materials nor significantly reduce infiltration rates. Submit tackifier for approval by Engineer. The application rate shall be 650 lbs/acre.

PART 3 - EXECUTION

3.01 General

- A. The Contractor shall notify the Engineer 48 hours in advance of hydroseeding operations and shall not begin the work until areas prepared or designated for seeding have been approved.
- B. Contractor shall not seed any areas without obtaining Engineer approval first.
- C. Disturbed areas where hydroseeding is impractical may be seeded by hand with Engineer approval. When hand seeding, the seed shall be incorporated into the top 1/4" of soil by hand raking or other method approved by the engineer.
- D. Protect seed during germination in conformance with the Standard Specifications, Section 8-02.3(15)G.

3.02 Establishment and Maintenance

- A. Water regularly until germination is consistent and the seedlings are averaging 1" in height, then reduce to less frequent intervals (but maintain appropriate soil moisture to ensure proper growth).
- B. Re-seed, approximately 21 days after germination, any barren area 12" in diameter or larger, at the specified application rate. In the event of unusual weather, over-seed when weather conditions are suitable for germination, at rate determined by Engineer (not to exceed original rate.)

3.03 Final Acceptance

- A. Final acceptance of seeded areas shall be based on a uniform stand of grass free of weeds, pests, and diseases as determined by Engineer.

*****END OF SECTION***