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SECTION 1

CITY OF SUNNYSIDE

GENERAL PROVISIONS

1-1 INTENT OF SPECIFICATIONS AND DRAWINGS

The intent of these specifications and the contract drawings is that the Contractor shall furnish all materials, tools, labor, equipment, and services, except as may be specifically noted otherwise, which are required or necessary to fully complete the work.

The specifications and drawings are complimentary, and what is called for in one shall be as binding as if called for in both. Conflict in documents shall be resolved per the provisions of Section 1-4 of these specifications.

Any discrepancies, errors, or omissions found in the specifications or drawings shall be promptly reported to the Engineer who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, errors, or omissions, but shall comply with any corrective measures regarding the same prescribed by the Engineer.

The terms “City Funded Projects”, “Private development”, “Contractor/Developer”, and any variation thereof are used throughout these specifications and shall apply on all requirements so specified within these specifications. The City of Sunnyside shall not be held financially or materially responsible for any and all claims, cost over-runs, or damages resulting from any omission of the terms “Private development” or “Contractor/Developer” in any section or sub-section within these specifications. Further, it shall be the sole responsibility of all private developers and their contractors to comply fully, without any compensation from the City of Sunnyside, to meet all requirements as specified herein and/or shown on the Standard Details. Any change required by the City on the plans submitted for review and approval of any private development, or change required by the City during construction as a result of differing plans or, unforeseen conditions, does not constitute an agreement or obligation to the City to compensate the developer or their contractors for said changes. The City recognizes private developments may seek and receive bids prior to plan approval by the City and it shall be the responsibility of the private developer and their contractors to comply with all conditions of approval on the recorded set of plans on record with the City at the time of issuance of all permits and inspections. The City takes no responsibility for financial impacts that this may have on any private development and the private developer and the Contractor shall not be entitled to any claim for compensation as a result of complying with the recorded plan set.

1-2 PROJECT LOCATION AND SCOPE OF WORK

The project location and scope of work under this contract are as stated in the Invitation to Bid and/or the proposal.

1-3 STANDARD SPECIFICATIONS, ABBREVIATIONS, DEFINITIONS, AND DETAILED DRAWINGS

Except as hereinafter supplemented, revised or superseded by the latest edition, as of the date of the Invitation for Bid, of the City of Sunnyside Standard Specifications and Details, and/or contract Special Provisions, the work under this contract shall be governed by the latest edition of the State of Washington Standard Specifications for Road and Bridge Construction. The APWA Supplement to Division 1 of the State of Washington Standard Specifications for Road and Bridge Construction, as herein modified, shall apply to all City of Sunnyside projects, unless the contract Special Provisions specifically delete this reference.

1-3.01 ABBREVIATIONS

American Association of State Highway Transportation Officials.....	AASHTO
American Society for Testing and Materials	ASTM
American Waterworks Association	AWWA U.S.
Federal Specifications.....	Fed. Specs.
Federal Highway Administration Manual on Uniform Traffic Control Devices.....	MUTCD
National Electrical Manufacturer's Association	NEMA
W.S.D.O.T. Standard Specifications for Road and Bridge Construction, (Latest Edition)...	SWSS
Sunnyside Municipal Code.....	SMC
U.S. Department of Transportation.....	USDOT

1-3.02 DEFINITIONS

See Division One of the SWSS and the APWA Supplement to Division One of the SWSS for additional definitions and terms.

Hereinafter, the following references in these specifications shall be applied to mean:

- A. City--The City of Sunnyside, a Municipal Corporation, in Yakima County, Washington, and its appointed or elected officials.
- B. Engineer--The City Engineer of the City or his designated representative.
- C. Inspector--The City's authorized representative assigned to make all necessary inspections of the work performed or being performed, or of materials furnished by the Contractor, and/or supplier.
- D. Traffic Engineer--The City Engineer or his designated representative.
- E. Standard Specifications--State of Washington Standard Specifications for Road and Bridge Construction (Latest Edition). The APWA Supplement to Division One of the SWSS, as herein modified, applies to all City contracts unless the contract Special Provisions specifically delete this reference.

- F. These specifications--Where used shall mean the City of Sunnyside Standard Specifications and Details.

1-3.03 DETAIL DRAWINGS

Any standard detail drawings bound with, or called out within these specifications are hereby made a part of the approved drawings for this project. Payment units shall be designated in the proposal.

1-4 CONFLICT OF DOCUMENTS

For contracts that do not utilize federal funding, the coordination table in Section 1-04.2 of the SWSS shall be revised as follows:

In the event of any conflicting provisions or requirements between the component parts of this contract, the component parts shall take precedence in the following order:

- | | | | |
|----|---|-----|--------------------------|
| 1. | The Contract | 6. | These General Provisions |
| 2. | Change Orders | 7. | Information to Bidders |
| 3. | Addenda | 8. | SWSS |
| 4. | Special Provisions | 9. | Plans |
| 5. | City of Sunnyside Standard Specifications and Details | 10. | Proposal |
| | | 11. | Performance Bond |
| | | 12. | Advertisement for Bid |

1-5 BEGIN WORK

The Contractor shall not begin work until the issuance of a written notice to proceed, and he shall give at least two working days advance notice to the Engineer prior to beginning each phase of the work.

1-6 TIME OF COMPLETION

See "Information to Bidders" contained in the City contracts.

1-7 MEASUREMENT AND PAYMENT

Except where provided in the City of Sunnyside Standard Specifications or as provided in the contract Special Provisions, measurement and payment shall be in accordance with the SWSS, except as herein modified.

Payment shall be made for only the items listed in the contract proposal and shall include all materials, labor and equipment as necessary to perform the tasks needed to complete, install, or construct those items as required within the contract documents.

There shall be no payment for general construction items which are not listed or shown in the contract plans and specifications and all such items shall be considered to be incidental to the completion of the project, even though the SWSS may call for a separate measurement and payment.

1-8 EXCAVATION AND BORING NEAR EXISTING UTILITIES

1-8.01 GENERAL

The plans are not guaranteed to show the exact locations, size, or depth of all underground utilities. It shall be the responsibility of the Excavator, or boring Contractor, to contact the ONE CALL LOCATE SYSTEM, 1-800-424-5555, a minimum of forty-eight (48) hours in advance of any digging or boring, to verify the locations of any and all existing underground utilities.

1-8.02 EMERGENCY PROCEDURES

Boring Contractors are fully responsible to control boring alignments, to maintain an adequate horizontal and vertical spacing, during underground vertical and horizontal jacking and boring operations.

Excavators and boring Contractors are to contact the Engineer and notify the utility operator immediately if their work damages any underground utility. In addition, if the damage results in a release of natural gas, or other hazardous substance, or potentially endangers life, health, or property, the Contractor shall immediately call 911.

1-8.03 SUBSURFACE UTILITIES

For contracts that do not utilize federal funding, the provisions of SWSS Section 1-07.17 shall be supplemented by the addition of the following paragraphs:

On City-administered contracts, the City and the City's consultant(s) have made every effort to approximately indicate the location of subsurface utilities on the construction plans and they are shown on the plans as general information only. The Contractor shall be solely responsible in the evaluation of any difficulties, or conflicts, not specifically addressed in the contract documents, that may be encountered in fulfilling the requirements, and the performance of the same, within the contract.

Prior to construction excavations, the Contractor shall determine the exact location by any method, as approved by the Engineer. No specific payment shall be made to the Contractor for this determination process or methods used. By signing a contract, or obtaining a construction permit, the Contractor agrees to be fully responsible for any and all damages, resulting from the Contractor's failure to exactly locate and preserve any and all underground utilities. The Contractor shall call 1-800-424-5555, a minimum of 48 hours before commencing any excavations.

The Contractor is advised that a call for locates will not locate private sewer services, private irrigation and AC water mains. The City locator will approximately locate the AC water main; however, the Contractor is advised that the standard locate tolerances are not applicable and the Contractor is required to dig and verify the exact alignment of all AC water mains prior to excavation. All costs for repair and damages, due to failure of the Contractor to excavate and locate the AC water mains and private sewer and irrigation facilities, will be the full responsibility of the Contractor.

1-9 WATER SUPPLY

On City-administered contracts, City water will be supplied at the nearest source, at no cost to the Contractor for construction purposes. The water used shall be accounted for by metering. On commercial and developer projects a water use charge will apply, along with the following provisions:

Private Contractors shall apply for a City supplied meter at the Public Works Department, stating the location and period of use. The Contractor shall pay a set up fee and the required deposit for the appropriate meter size, per the City of Sunnyside Hydrant Meter Rental Agreement along with the daily rental fee. All rental fees, deposits and daily rates shall be per SMC 13.20.160. The Contractor can then install it on the identified hydrant as agreed upon. The meter shall be removed daily by the Contractor for safekeeping. On the last day of use, the meter will be returned to the City and inspected. The Contractor shall be financially responsible, and make any payments for any damages, prior to return of the deposit to the applicant.

The cost of furnishing, placing and hauling water used for dust control, compactions of embankments, surfacing, and trenches shall be considered as incidental to the various items involved.

1-10 FINISH AND CLEANUP

For projects which do not utilize federal funding, finishing and cleanup shall be in accordance with the SWSS Section 1-04.11, Final Clean-up and as herein supplemented.

Where the existing landscape area is below the grade of the new sidewalk and curb, the landscape area shall be filled and restored, as required to match the grade of the new sidewalk, regardless of the work limits shown on the plans.

Drainage facilities, such as inlets, catch basins, culverts, and open ditches shall be cleaned of all debris, unless the contract special provisions provide otherwise. All required cleanup and restoration costs shall be considered as incidental to the contract, except where a separate payment has been provided for in the contract.

1-11 DUST CONTROL

The Contractor/Developer shall, at all times during construction, maintain proper dust control in accordance with the requirements of the City of Sunnyside and the Yakima County Clean Air Authority. On City-administered contracts, water will be furnished per Section 1-9 of the City of Sunnyside Standard Specifications. It is required that the Contractor have one person at the job site during construction hours who is responsible for dust control. In addition, one person will be available during non-working hours and shall have equipment and manpower available to control dust. Any problems caused by dust from the construction site will be cause for immediate shutdown of all operations except dust control, and the Contractor shall not be entitled to make a claim against the City for lost time.

If the Contractor/Developer fails to perform the required dust control measures, and in the opinion of the City, refuses to cooperate with the requirements specified herein, the City of Sunnyside shall reserve the right to hire an independent contractor to perform this task, or employ the services of the City maintenance staff and equipment as needed. The direct costs to hire an independent contractor or use City staff shall be deducted from the deposited money required for the Dust Control Permit or the Hydrant Meter Rental Agreement.

If water is not available, the Contractor shall still be responsible for dust control by any means approved by the Yakima County Clean Air Authority and/or the Engineer. No additional payments shall be made for any dust control measures.

1-12 EXISTING MONUMENTS

Prior to construction, and pursuant to WAC Chapter 332-120, the Contractor's surveyor shall be responsible for obtaining and filing a permit from the Dept. of Natural Resources for the temporary removal or replacement of any monument or the perpetuation thereof. The Contractor shall submit evidence to the Engineer that a permit has been obtained and filed.

On all projects within the City of Sunnyside city limits, the Contractor shall reference all known existing monuments within the limits of the construction area. The Contractor shall take special care to protect all monuments or reference points. The Contractor shall be responsible for all monuments or reference points which are damaged or destroyed during the construction of the project. The Contractor shall have all monuments reset by a Professional Land Surveyor, licensed within the State of Washington, at no additional cost to the City.

Upon completion of construction the Contractor shall submit evidence that all survey monumentation disturbed as a result of their activities has been reset to it's original location, or so referenced and perpetuated as may have been be required due to construction. If the Contractor fails to provide such evidence, and in the opinion of the City Engineer, refuses to cooperate with the requirements specified herein, the City of Sunnyside shall reserve the right to hire an independent contractor to perform this task. The direct costs to hire an independent contractor shall be billed to the Contractor and/or their Bonding Agent for complete payment. Should the Contractor fail to remit this cost to the City, the City

of Sunnyside reserves the right to withhold finalization and acceptance of any plats, and, or, certificates of final occupancy .

1-13 ACCEPTANCE TESTING AND SAMPLING

The City reserves the right to have field-testing of materials and compaction. On City funded projects, the City will pay all testing costs except as stipulated below for City constructed projects. On all State or Federally funded projects, the testing requirements shall be as outlined in the Local Agency Guidelines. On all development projects the Developer and their Contractor shall be responsible for all testing requirements and costs as stated herein including all re-tests as may be required.

The Contractor shall provide mix designs on asphalt concrete pavement and concrete for approval. Approved mixed designs by WSDOT may be approved. Certification of materials meeting the specifications and tests shall be provided for all materials to be installed prior to delivery.

The Contractor/Developer shall schedule, in his work, all testing required in the specifications and the minimum tests listed below to be witnessed by the City and performed by the approved testing company. The Contractor shall provide the equipment and labor to provide test sites and/or pits (holes) at the locations and depths selected by the Engineer. If a test fails, additional tests will be performed to establish the limits of failure. After any rejected work is redone, the testing procedure shall be implemented again. If a test fails again, additional tests will be performed to identify the area of failure at the Contractor's expense. The testing and rework will be done at the cost of the Contractor/Developer until the Engineer accepts the work. All costs to the Contractor associated with testing, including delays and scheduling, shall be incidental to the bid price(s) on City funded Projects.

- Concrete pours: Two (2) slump and four (4) cylinders per ten (10) cubic yards.
- Asphalt: One (1) sample per daily production lot.
- Asphalt compaction: One (1) per 3,000 sq. ft. based upon fifteen-foot (15) paving width, plus two (2) when determining the compaction method, and rolling pattern.
- Base rock compaction: Two (2) plus one (1) per 200 lineal feet per lane (12 ft lane width) of construction (allow 48 hours for proctor test).
- Embankment compaction: Two (2) plus one (1) per forty (40) cubic yards (allow 48 hours for proctor test).
- Subgrade Compaction: Two (2) plus one (1) per 200 lineal feet per lane (12 ft lane width) of construction (allow 48 hours for proctor test).
- Trench compaction: Two (2) plus one (1) per fifty (50) feet of trench (allow 48 hours for proctor test).

The following compaction requirements of the test method shown shall be met:

Asphalt – minimum 92% AASHTO T230-68 (Rice)
Base rock - 98% ASTM D 698
Trench pipe zone - 95% ASTM D 698
Class D trench backfill - 95% ASTM D 698
Class C trench backfill - 95% ASTM D698
Soil embankment - 95% ASTM D 698
Granular embankment - 95% WSDOT test Method

1-14 COMPACTION

1-14.01 GENERAL

Unless stated elsewhere in the City of Sunnyside Standard Specifications, all compaction shall be accomplished in such a manner as to preclude future settlement, except, that regardless of the estimate of future settlement, all compaction shall provide a minimum dry density per Section 1-13 of the City of Sunnyside Standard Specifications. Deviation from minimum density requirements of SWSS Section 2-03.3(14)D. will only be allowed with the written approval of the Engineer.

Unless otherwise provided for in the City funded contract special provisions, the Contractor will order and pay all costs for compaction tests, except that where test holes are required as specified herein, per Section 1-13 of these specifications. The Contractor shall incorporate all costs for excavating and backfilling the required test holes into the unit bid items as provided in the bid proposal and a separate measurement and payment will not be made for the required work.

1-14.02 UTILITY TRENCHES

During utility line installation, the Contractor shall have density tests taken on the backfilled material. All compactions testing for utility trenches shall be per Section 1-13 of the City of Sunnyside Standard Specifications. Each side lateral shall have at least one test within the public right of way, at a point that is midway between the mainline and the right of way.

There shall be one compaction test on any side lateral trench that is located on private property, provided that the construction or reconnection of the side lateral is performed under a contract administered by the City. For street crossings and installations a minimum of two tests are required.

1-14.03 STREET AND STRUCTURES

All sub-grade for street and structures, including footings and retaining walls, in both cut and fill areas, shall be compacted or re-compacted as specified in Section 1-13. In cut sections, compaction tests will be taken on the re-compacted subgrade, at maximum 200 foot intervals per lane (12 ft lane width) of construction.

All fill material required to be placed to construct the roadway sections, footings, retaining walls, or other structures shall be per SWSS Section 9.03.17 Foundation Class C, unless otherwise modified in the special provisions.

In fill areas, compaction tests will be taken on each 1 foot lift, at a minimum of every 200 lineal feet per lane (12 ft lane width) of construction. There shall be a minimum of two (2) tests to determine if the methods the Contractor is using are sufficient to obtain the required compaction. Tests will be taken randomly across the construction section at locations determined by the Engineer.

1-14.04 UN-TESTABLE MATERIAL

For all street construction projects, where the material is considered to be too rocky to test, a laboratory test report to that effect will be placed in the project file. The Contractor shall be required to proof roll all lifts prior to acceptance by the City. Proof rolling shall consist of a minimum of four (4) full passes over the lift section and be performed by a fully loaded water truck capable of containing a minimum 1,000 gallons of water. The Contractor shall be required to repair all areas where any deflection of the material is noted by the Engineer. The Contractor shall be responsible for all costs for any repairs and additional materials, labor, and equipment necessary to meet the compaction requirements of this section.

1-15 WASTE DISPOSAL SITE

Unless otherwise noted in the plans and specifications, the Contractor shall supply his own off-site waste disposal site. Any costs for supplying permits and operation of the site shall be considered incidental to the contract. Any costs incurred for wasting material from the job site shall also be considered incidental to the cost of the item of work involved. The Contractor will be held liable for any damages resulting from the disposal of waste materials, including all costs and fines as may be levied for disposing material on un-approved sites.

The Contractor shall submit to the Engineer evidence of permission to dispose of construction waste and debris from the legal property owner of the proposed waste site.

1-16 SOIL AND GROUND WATER CONDITIONS

On projects which do not utilize federal funding, the following paragraph shall govern change of condition.

The City of Sunnyside has no knowledge, nor makes any claim, as to the subsurface conditions that may be encountered within the scope of this project. The Contractor shall be prepared to use the appropriate safe construction practices, means, and methods to construct the items identified within the scope of this project, through varying subsurface conditions.

All costs associated with any excavation through varying subsurface conditions shall be considered incidental and included in the costs to construct the unit bid items that require this type of work activity. This incidental cost shall include, but is not limited to, the necessary costs for all equipment, materials, and labor to perform this work activity, along with any dewatering equipment or measures. Should the Contractor fail to maintain a neat line excavation area or trench section, the Contractor shall be fully responsible and bear all costs to restore the site to the pre-existing condition prior to construction, including all costs to restore the site as directed by the Engineer. These costs shall include but not be limited to the necessary costs for all equipment, materials, and labor to perform this work activity, all repair materials, and the amount thereof, and all compaction efforts to restore the site to the satisfaction of the Engineer. Materials for site restoration may include but are not limited to the following materials: crushed aggregate, pit run material, controlled density fill (CDF), suitable native material, asphalt, and concrete.

1-17 GUARANTEE

For projects which do not utilize federal funding, the following shall be added to SWSS Section 1-05.10(1):

The work furnished under these specifications shall be guaranteed for a period of one (1) year from the date of acceptance thereof against defective materials, equipment, and workmanship. Upon receipt of notice from the City of failure of any part of the material, equipment or workmanship during the guarantee period, the affected part or parts shall be replaced with new material or equipment by and at the expense of the Contractor, along with all costs associated with the repair, replacement, and restoration of the site to new condition.

1-18 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

The following paragraph is hereby added to the provisions of Section 1-05.7 of the SWSS and APWA Subsection:

For projects which do not utilize federal funding, if the City deems it not expedient to require the Contractor to correct any work not done in accordance with the contract documents, the City shall require any or all of the following conditions of acceptance to be met:

- 1) On all City funded projects, an equitable deduction from the contract price will be made by agreement between the Contractor and the City, or;
- 2) On both City funded projects and private development (non City funded) projects, the Contractor shall provide an extended warranty for a length of time as agreed to between the Contractor and the City, or;
- 3) Both conditions 1 and 2 of this section.

1-19 PRECONSTRUCTION CONFERENCE

A preconstruction conference is required for all City-administered contracts. Upon notification by the Engineer, the successful Bidder will be required to attend a preconstruction conference with his known principal Sub-Contractors.

A preconstruction conference shall also be required for private developmental projects that will require any connection to a City utility system, and/or, work within the public right of way, except for construction of a single, individual residence.

The Developer / Contractor shall be required to pay any and all applicable fees per Sunnyside Municipal Codes.

1-20 CONSTRUCTION SCHEDULE

A progress schedule is required per the provisions of SWSS Section 1-08.3. The Contractor shall submit to the Engineer, at the preconstruction conference, two copies of an estimated construction progress schedule in a form satisfactory to the Engineer, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents.

The Engineer may require (no later than the tenth (10th) calendar day of each month), that the Contractor to submit a new construction schedule, which shall show in detail, work completed and whether the Contractor is ahead of schedule or behind schedule on each of the various subdivisions of work.

1-21 PROGRESS PAYMENTS

Progress payments will be made in accordance with Section 1-09.9 of the SWSS. The Engineer shall determine all payments for installed material or equipment and all payments shall be based upon either actual field measurement of proposal quantities, or estimates of same.

The City of Sunnyside shall withhold five percent (5%) of all payments to be held as a retainage in accordance with RCW 60.28. Management and release of such retainage shall be in accordance with RCW 60.28. The Engineer shall determine if the Contractor has failed to perform any of the obligations under the contract, and any such determination shall be adequate reason to withhold a whole, or any portion thereof, from a payment until compliance is achieved.

All final adjustments to the quantities listed in the proposal, as needed or allowed through a previous change order, shall be modified by a final contract change order and the final contract payment shall be issued. If full payment for an individual item listed in the proposal has been made in a previous payment, through an error at the time of payment and then requires an adjustment, then that amount of overpayment shall be shown as a credit back to the City of Sunnyside and shall be deducted from the final payment.

1-22 CONTRACTOR SUPERINTENDENT

Per the provisions of SWSS 1-05.13, the Contractor shall provide at all times, a Superintendent who is familiar with all phases of the work and who has the full authority of the Contractor. The Superintendent shall be assigned prior to starting construction and shall be on the job at all times until completion. The Superintendent assigned shall be the sole liaison between the Engineer and any Sub-Contractors. Changing of Superintendents prior to the project completion will not be allowed without just cause and must have the approval of the Engineer.

1-23 COOPERATION BY CONTRACTOR

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, his inspectors, other Contractors, and the utility companies and their personnel in every way possible.

1-24 CHANGES IN THE WORK

1-24.01 GENERAL

For all City-administered contracts that do not utilize federal funding, the following revisions and modifications to the SWSS Section 1-04.4 and the subsections thereof shall apply.

The City reserves the right to make changes in the work within the general scope of the contract at any time during the progress of work. When so directed, the Contractor shall proceed with the changes in the work, as directed by the Engineer. The changes may include but are not limited to:

- A. deletion of any portion of the work,
- B. increases or decreases in quantities,
- C. changes in specifications and/or designs,
- D. addition of any new work,
- E. City-furnished facilities, equipment, materials, services or sites, or
- F. directing acceleration or delay in the performance of the work.

Changes will be set forth in a written change order except as provided herein. Deleted work, item "A" above, will be paid for as provided in Section 1-24.05 of these specifications.

Increased or decreased quantities, item "B" above, will be paid for as provided in Section 1-24.03 of these specifications.

If the Engineer determines that any change for items "C, D, E, and F" above causes an increase or decrease in the Contractor's cost, or time required, for the performance of any part of the work, including unchanged work, an equitable adjustment will be made and the contract modified by a written change order per the provisions of SWSS Section 1-04.4.

1-24.02 PROCEDURE AND PROTEST BY THE CONTRACTOR

On all City-administered contracts that do not utilize federal funding, the following paragraphs are hereby added to and shall be considered a part of Section 1-04.5 of the SWSS:

The Contractor accepts the terms and conditions of a change order by endorsement of the change order, by acceptance through separate writing, or by failure to protest as provided in SWSS Section 1-04.5. Any change order accepted by the Contractor shall be full and equitable adjustment for any work changed or required by the change order.

1-24.03 INCREASED OR DECREASED QUANTITIES

On all City-administered contracts that do not utilize federal funding, Section 1-04.6 of the SWSS is hereby deleted and replaced with the following:

If the engineer requests any changes that increases or decreases the project quantities, with the exception of any work task or item deleted per Section 1-24.05, by more than 25 percent of the total cost of the project when calculated from the original bid quantities and unit prices, the adjustment for that portion of the work in excess of the 25 percent increase or decrease shall be as follows:

(Increases)

Compensation for increases in excess of 25 percent of the “total cost of the project” as defined in paragraph one, will be determined by agreement of the parties. If the parties are unable to agree, the Engineer will determine the equitable adjustment by using unit contract prices, or by establishing the costs by other appropriate means, or by using force account and adjust the time as he deems appropriate.

(Decreases)

Compensation for decreases in excess of 25 percent of the “total cost of the project” as defined in paragraph one, will be determined by agreement of the parties. If the parties are unable to agree, the Engineer will determine the adjustment, taking into account a redistribution of fixed costs.

Written consent of the surety or sureties will be required for changed work if the costs are in excess of 25 percent of the original contract price or when otherwise specifically requested by the Engineer. When ordered by the Engineer, the work shall proceed, pending determination of the adjustment in costs or time for the change.

1-24.04 PAYMENT FOR CHANGE ORDER WORK

Payment for work pursuant to a change order shall be made as provided in Section 1-24.01, and applicable retained sections of SWSS 1-04.4 and as herein modified. If a negotiated agreement cannot be reached, and when deemed appropriate by the Engineer, the Contractor shall immediately proceed with the change order work and compensation will be paid by force account, as provided in Section 1-24.06.

1-24.05 DELETED ITEMS

On all City-administered contracts, which do not utilize federal funding, the City reserves the right to cancel all or portions of the contract relating to the construction of any item or items. The City will pay to the Contractor a fair and equitable amount covering all direct project costs incurred prior to the date of cancellation of such work by the Engineer.

No payment will be made for items which are deleted from the contract and not performed. No payment will be made for any anticipated profits which would have been earned on work deleted, or on anticipated profits for costs incurred prior to the deletion of the work.

Acceptable materials ordered by the Contractor, or delivered on the work prior to the date of cancellation of the work by the Engineer, will either be purchased from the Contractor by the City at the actual cost and shall become the property of the City, or the City will reimburse the Contractor for his actual costs connected with returning these materials to the suppliers.

1-24.06 FORCE ACCOUNT

If the change order proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Engineer may order the Contractor to proceed with the work on a force account basis as per the SWSS, Section 1-09.6, except as herein modified for projects which do not utilize federal funding.

Reference SWSS Section 1-09.6, Paragraph 3 for force account equipment rental rates. For all City projects that do not utilize federal funding, the current AGC/WSDOT Equipment Rental Agreement shall be utilized for all force account work, except as herein modified. Paragraph 2 of the AGC/WSDOT Equipment Rental Agreement for rental rate shall be deleted and the following Paragraph 2 inserted:

1-24.07 RENTAL RATE

The hourly rental rate for construction equipment shall be a combination of the following items:

- (a) The blue book hourly, daily, weekly or monthly rate, as herein defined, times the equipment year and model rate adjustment factor, times the regional adjustment average of 1.05.

The blue book hourly rate shall apply for equipment used for a time period less than or equal to 4 hours.

The blue book daily rate divided by 8 shall be used for equipment used for a time period greater than 4 hours and less than or equal to 16 hours.

The blue book weekly rate divided by 40 shall be used for equipment used for a time period greater than 16 hours and less than or equal to 40 hours.

- The blue book monthly rate divided by 176 shall be used for equipment used for a time period greater than 40 hours.
- (b) The hourly operating cost for each hour that the equipment is in use.
 - (c) Attachments will be included in the rental rate only when deemed applicable and essential to the work. When multiple attachments are approved for use, and the attachments are being used interchangeably for the work, only the attachment having the higher rate will be eligible for payment.

1-25 PREVAILING RATE OF WAGES

On all City-administered contracts, the prevailing rate of wages to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of the contract Information to Bidders and SWSS Section 1-07.9.

It is imperative that all Contractors familiarize themselves with the current wage rates before submitting bids based on these specifications.

The Contractors' attention is called to determinations made by Labor & Industries regarding Landscape Wages. When work is required to restore landscaping following utility construction, then the use of Landscape Wages is not allowed and only the applicable labor rates for the utility work, including street restoration, shall be paid. Landscape wages are typically only allowed by Labor & Industries for landscape related work required to modify, or restore landscaping following full street construction / reconstruction, and for stand alone landscape contracts.

In case any dispute arises as to what are the prevailing wage rates 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 the decision arising from such arbitration shall be final, conclusive, and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as amended.

1-25.01 STATEMENT OF INTENT TO PAY

Prior to construction, the Contractor and each Sub-Contractor shall submit a Statement of Intent to Pay Prevailing Wages before any payment can be made under this contract. The Contractor and each Sub-Contractor shall submit an Affidavit of Wages Paid. The Engineer will obtain the verifications of the Department of Labor and Industries, that the prevailing wage requirements have been satisfied, as required by law. It will be the responsibility of the prime Contractor to require all Sub-Contractors to complete the Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid and to make proper filing of these.

The Public Works Contract Division of the Department of Labor and Industries will provide the Contractor with applicable industrial insurance and medical aid classification and premium rates and a copy of Form S.F. 7887-A, "Release for the Protection of Property, City and General Contractor." This

form is to be completed and returned to said division of the Department of Labor and Industries after final acceptance of the contract for the purpose of obtaining a release with respect to the payment of industrial insurance and medical aid premium.

When a Public Works project is subject to the provisions of the Washington State Public Works Law and the Federal Davis-Bacon and related acts, the Contractor and every Sub-Contractor on that project shall pay the highest wage rate which applies.

1-26 REGULATIONS FOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR CONSTRUCTION WORK ON THIS CONTRACT

The Contractor shall comply with all requirements of the "Occupational Safety and Health Act" and "The Washington Industrial Safety and Health Act," which apply to all operations within this contract. The Contractor shall make any such reports and maintain such records as the acts require.

The Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The duty of the Engineer to conduct construction reviews of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

The City reserves the right to shut down any contractual operations in which it appears to the City representative that there may be a safety code violation or hazardous condition exists which may endanger City personnel, or the public, until corrections are made. The total cost of such shutdowns and corrections will be met by the Contractor and the Contractor shall not be entitled to make a claim against the City for lost time.

1-27 STREET CLOSURE AND MAINTENANCE OF TRAFFIC

Per the provisions of SWSS Section 1-07.23 and the APWA, unless approved by the City Engineer, the Contractor shall maintain two-way traffic during construction operations. Street closures are expressly forbidden without the written consent of the Engineer. The Contractor shall request and receive approval for necessary street closure or detours at least three work days before the closure or detour is to be put into effect.

The Contractor shall provide all markings, lighting and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operations of public traffic, emergency vehicles, and City of Sunnyside maintenance vehicles and personnel.

The Contractor shall keep all roads, streets, and pedestrian accessible routes open at all times during the project and provide all maintenance required to keep these locations free of dirt, dust, mud, aggregate materials or other such construction debris as may accumulate during the progress of work. The Contractor shall be required to perform these type of maintenance activities at a minimum of once per week or as required by the Engineer.

The Contractor shall furnish, erect and install, and maintain all required barricades, warning signs, traffic control personnel and other such devices in reasonable conformity with the Manual of Uniform Traffic Control Devices. The Contractor shall also maintain all temporary access connections within the project limits for ingress and egress for adjoining properties, roadways, and pedestrian accessible routes. Unless otherwise identified within these Specifications, the Contractor shall not be entitled to direct compensation for the provisions as stated within this section.

Contractor access routes to the project shall be identified on the Plans unless otherwise agreed to in writing by the Engineer. All access routes and haul roads shall be maintained at all times including dust control. All haul routes on public roadways shall conform to all applicable local, county, and state laws. The Contractor shall be responsible to control all of their construction vehicle and equipment traffic within the work zone to avoid unnecessary crossings of existing asphalt or concrete roadways, curbs, gutters, and sidewalks as much as practicable. At no time after the completion of all paving operations may the Contractor utilize the newly paved surface as a construction entrance or haul route except as necessary for the construction or adjustment of surface features and utilities that may exist on or directly adjacent to newly paved surface. Any damage that may occur during the above described task shall be repaired to the satisfaction of the Engineer at the expense of the Contractor.

Where necessary or as required by the Engineer, the Contractor shall provide protection from damage to asphalt or concrete roadways, curbs, gutters, and sidewalks from steel tracked equipment, and minimize as practicable severe turning movements. The Contractor shall be responsible for any damage that may result in the use steel tracked equipment and shall be required to repair or replace to the satisfaction of the Engineer all such damage to asphalt or concrete roadways, curbs, gutters, and sidewalks as a result of the of their work activities.

Loading and unloading of steel tracked equipment directly onto a paved or concrete surface shall not be allowed unless given permission by the Engineer. The Contractor shall notify the Engineer prior to these operations to observe any possible damage that may occur as a result of these activities. Unless otherwise identified within these Specifications, the Contractor shall not be entitled to direct compensation for the provisions as stated within this section.

In an emergency situation as defined by anything that represents an immediate danger to life or personal property, the Contractor shall close off that area of danger in the project and notify as soon as possible the Engineer and all emergency, school, and Post Office officials, together with adjacent property owners of the closure. Further, the Contractor shall be required to take direct orders, including means and methods, from the Engineer to remedy the situation until such time as the dangerous or hazardous condition(s) no longer exists or has been eliminated. In addition, the Contractor shall notify other agencies, media, etc. as determined by the Engineer to be essential to the safety of the closure.

All street closures regardless of their nature shall provide for a minimum of inconvenience to local pedestrian and vehicular traffic. See General Provision 1-32 for additional information. If the emergency situation is a result of the Contractor's activities, the Contractor shall not be entitled to any compensation or claim for damages from the City as a result of any corrective action or order given by the Engineer during the time period required to remedy the situation.

1-28 CONSTRUCTION WITHIN RIGHT-OF-WAY OR EASEMENT LINE

It shall be the Contractor's responsibility to confine his activities to the project limits as shown on the plans. Any damage resulting from the Contractor's operations trespassing onto private property beyond these limits shall be the sole responsibility of the Contractor.

If the Contractor chooses to create waste sites, obstructions, and to otherwise encroach upon privately owned property, he shall give written evidence to the Engineer that such permission for use has been granted by the landowner before commencing work.

With the exception of City-administered contracts, and Sections 1-11, 1-12, and 1-29 of the City of Sunnyside Standard Specifications, a permit is required for all construction within City rights of way or easements. Contact the City Public Works department for permit requirements. All utility companies shall submit a "Notice of Intent" and/or detailed and dimensional construction plans and location drawings prior to applying for a permit. Utility horizontal separation dimensions as required by standard drawing 1-6 are required at all times.

1-29 PERMITS, LICENSES, AND EASEMENTS

On City-administered projects, where construction is required to cross public and private property, the City will secure, or has secured from the property owners and/or agencies having jurisdiction, the necessary permits, licenses, and easements. On developer-administered projects, it shall be the full responsibility of the developer to obtain all necessary permits, licenses and easements.

The Contractor shall be required to perform all work within the limits of such permits, licenses, and easements in accordance with their terms and conditions. The regulations and requirements of all agencies and private landowners granting easements and permits shall be strictly adhered to in the performance of the work required under this contract.

The Contractor shall not do any work on public or private property until authority has been granted by the City. After authority has been obtained, the Contractor shall give said party due notice of his intention to begin work and to provide said party with access for inspection and protection of its property and its improvements.

1-30 REFERENCE TO PROPRIETARY PRODUCTS

Where references to proprietary products appear in the specifications or drawings, it is for the purpose of establishing an acceptable standard of quality or design. With the exception of water system components and sewage lift station components, unless a substitute is expressly prohibited, the Contractor may request approval of a substitute for any such proprietary product. Such request must be in writing and must include descriptive literature, specifications, test reports, or samples, as appropriate, to enable the Engineer to determine the acceptability of the product proposed for substitution. No substitute product shall be used on the work until written approval has been received from the Engineer. Where the expression "or equal" is used to reference proprietary products, it shall be understood to mean that the Contractor may request approval of a substitute for the proprietary product. Such approval will not normally be given by the Engineer prior to the receipt of bids. Following award of the contract, the Contractor may submit a written request for substitution. If substitution is requested as part of a shop drawing submittal, the item(s) proposed for substitution shall be clearly indicated. The Engineer shall have the final authority for approving or rejecting the proposed substitution.

1-31 WORKING HOURS

Working hours and conditions shall be per Section 1-08.0(2) of the APWA Supplement to the SWSS. The Contractor may use the equipment specified and necessary to complete the work during the normal weekday working hours; of 7:00 a.m. to 6:00 p.m. Approval to work outside of the specified work hours will be subject to approval of the Engineer, per the provisions of the referenced Section 1-08.0(2).

1-32 VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL MEASURES

Projects involving vehicular and pedestrian travel ways shall require a "TRAFFIC CONTROL PLAN" submitted by the Contractor to the Engineer for his approval prior to starting any work. The traffic control plan shall conform to the requirements of Section 6 of these specifications.

1-33 SUBCONTRACTING

Subcontracting shall meet all requirements of SWSS, APWA Section 1-08.1.

1-34 WORK BY UTILITY COMPANIES

The Contractor shall allow utility companies and their agent's access to their work within the site of the project and otherwise meet all requirements of SWSS Section 1-07.17.

1-35 SALVAGE

City personnel shall identify all materials to be salvaged, including, but not limited to water, sewer, storm sewer, electrical system components, and excavated soil and granular materials, which shall be delivered to the appropriate City storage yard by the Contractor or stockpiled where directed to on the plans or by the Engineer, prior to or at the time of removal. When a fire hydrant is abandoned as the result of a new project, the fire hydrant shall be removed as a complete assembly, including the riser and hydrant shoe. Abandoned manholes shall be backfilled with 1 ½ - inch minus crushed aggregate material after all pipes terminating within the manhole have been properly plugged and sealed and the casting, cover and cone shall be salvaged. All costs for salvage as required by the new construction project shall be considered incidental to the construction bid items, and a separate payment will not be made for salvage unless items for payment are provided for in the bid proposal.

1-36 INCENTIVE PAY

Section 1-06.2(2) Sub-Sections A, B, C, and D of the SWSS is hereby deleted.

1-37 LIQUIDATED DAMAGES

For contracts which do not utilize federal funding, the provisions of Section 1-08.9 of the SWSS are hereby revised as follows. Liquidated damages shall apply as stated in the contract Information for Bidders and will be the amount shown on the bid proposal and/or contract.

1-38 CLAIMS RESOLUTION

1-38.01 ARBITRATION

Reference Section 1-09.13(3) of the SWSS. For contracts which will not utilize federal funding, the provisions of SWSS Section 1-09.13(3), that requires mandatory binding arbitration, are hereby deleted and replaced with the following:

Claims may be arbitrated only by mutual agreement of the Contracting Agency and the Contractor. If not mutually agreed to resolve the claim by binding arbitration, the claim shall be resolved per the provisions of SWSS Section 1-09.13(4).

1-38.02 LITIGATION

For contracts which will not utilize federal funding, the following provisions are hereby added to Section 1-09.13(4) of the SWSS.

In the event that any disputes arising under the terms of, or in connection with the contract are not arbitrated, both parties agree that venue shall be in the Superior Court of Yakima County, State of Washington.

In the event of litigation between the parties for the enforcement of any of the covenants, terms or conditions of the Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs as may be determined by the Court.

1-39 DEVELOPMENT CONSTRUCTION PLANS

Construction plans for all developments shall be submitted, for review and acceptance, at a maximum horizontal scale of 1-inch = 50 feet on 24-inch x 36-inch media, with the exception of half-size plan sheets intended for construction only. All plans shall also incorporate standard drafting symbols and symbology as developed by the American Public Works Association (APWA). The vertical scale for any profile drawing shall be as follows: 1-inch = 1, 2, 3, 4, 5, or any multiple of ten thereof. The requirements of these standard specifications and drawings shall be referenced on the construction plans cover sheet. At a minimum, the construction plans shall incorporate all requirements of the preliminary plat and be acceptable to the City Engineer, prior to a construction permit being issued.

1-40 CONSTRUCTION STAKING

1-40.01 GENERAL

Construction staking shall conform to the requirements of SWSS Section 1-05.4 and these standards. On private contracts, the developer shall provide the specified construction staking and other survey control as required to allow proper grade and alignment control for the Contractor's operation and verification by the City personnel. On City-administered contracts, the City will provide construction staking unless otherwise designated in the contract special provisions.

1-40.02 ROADWAY STAKING

CURB – Top of curb offset control stakes shall be established at maximum 50 foot intervals on tangents and maximum 25 foot intervals in vertical and horizontal curves. Curb returns shall be staked as shown on the plans, with the minimum staking at the PC, PT, 1/4, 1/2, & 3/4 delta, and at the low point as needed for installation of any storm drainage structures.

SUBGRADE:

1. For residential streets, subgrade is to be blue-topped on centerline and curb line. For 40' and wider streets, subgrade shall also include quarter crown stakes.
2. All stakes are to be at 50' intervals on tangents.

3. Vertical Curves:
 - a) 25' stations
 - b) Beginning point of vertical curves (BVC)
 - c) Ending point of vertical curves (EVC)
 - d) High or Low Points

1-40.03 BASE COURSE

1. Not required.

1-40.04 TOP COURSE

1. For residential streets, top course to be red-topped on centerline. For 40' and wider streets, top course stakes shall also include quarter crown stakes.
2. All stakes are to be at intervals as specified for subgrade staking above.
3. All redtops are to be staked to the new curb grade – not the plan elevations. This is required, since the curb may have been adjusted to provide flow or smooth transitions.

1-40.05 UNDERGROUND UTILITIES

1. POWER, PHONE, IRRIGATION, GAS, ETC. - Coordinate with the installer and provide control as needed to insure that proper alignment and depth is maintained.
2. STORM AND SANITARY SEWER – to be staked for offset centerline and inverts. The minimum staking required is that each manhole shall be staked, with the first offset stake set 25' upstream.
3. WATER – stake, or mark pipe centerline and fire hydrant and all fittings. If subgrade has not been established, provide offset cut stakes to provide a top of pipe at 36 inches below finish grade.
4. WATER SERVICES – stake water service locations, including top of curb, or back of walk location and elevations. Property corner stakes may need to be established, or recovered.
5. SEWER SERVICES – in new subdivisions, stake sewer service locations. Sewer service to be installed per the requirements of City Standard Drawing 3-6, Note 3. For sewer extensions and LID's, the homeowner shall be contacted and the desired service location marked and confirmed by the Engineer. Services shall typically be installed at a minimum grade per Department of Health or Uniform Plumbing Code standards. A minimum 1% is allowed if the property could not otherwise be serviced.

6. STREET LIGHTS AND J-BOXES – stake locations, including top of curb, or back of walk location and elevation.

1-40.06 RETAINING WALLS

1. On small (less than 3 foot high walls), the inspector shall consult with the adjoining property owner. Generally on each lot, walls should retain a uniform height above the walk, or a uniform slope across the lot. Exceptions may be required in unusual circumstances, where the inspector should consult with the Engineer. Avoid trying to match all yard points, resulting in a meandering top of wall. When a design is established, the wall ends and angle points shall be staked and stakes placed at maximum 50 foot intervals.
2. Walls over 3' in height will typically have grades established by design. If not provided for on the plans, the inspector shall consult with the Engineer, who may also consult with the designer. Additional design survey control may be required. Once a design grade is established, stakes shall be provided with cuts to bottom of footing and top of wall. With high walls, (over five feet), separate footing and top of wall stakes may be required for proper installation and control by the Contractor.

1-41 FINAL ACCEPTANCE

On all projects regardless of funding, the City shall attach a check list of completion for the water, sewer, and storm drainage systems and components. This checklist shall be maintained throughout the duration of the project by the Engineer or his designee. The purpose of the checklist is to expedite the final acceptance of the project. As items are installed and tested the check list will be signed by both the Engineer and the Contractor that all testing has been completed.

When the Contractor notifies the City that the project is substantially complete, the City and the Contractor shall use this checklist to verify the items constructed are in compliance with the City standards and project plans. After any necessary corrections are made and upon final completion of the checklist, the City shall notify the project developers that the installed systems are formally accepted and that the required warranty period will begin. Unless otherwise stated in the contract documents and specifications, no system shall be considered complete until the checklist has been certified and Contractor shall be fully responsible to maintain any and all parts of that system until issuance of the formal acceptance for the project has been received from the City.