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CITY OF BENTON CITY
SECTION 1
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.

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 SPECS., 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Except as hereinafter supplemented, revised or superseded by the latest edition, as of the date of the Invitation for Bid, of the City Benton City Standard Specifications and Details, and/or contract Special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 and the latest version, when referenced herein, or when included in the contract document of the APWA GSP, for the applicable WSDOT Standard Specification Section (www.wsdot.wa.gov/partners/apwa/).

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
State of Washington Standard Specifications for Road and Bridge Construction, (Latest Edition)	SWSS
U.S. Department of Transportation	USDOT

1-3.02 DEFINITIONS

See Division One of the SWSS and the latest APWA GSP for Section 1-01.3 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 Benton City, A Municipal Corporation, in Benton 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) as supplemented by the latest version of any APWA GSP's referenced in the City of Benton City Standard Specification, or any APWA GSP's included in the contract documents.
- F. **These specifications**--Where used shall mean the City of Benton City 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.

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
2. Change Orders
3. Addenda
4. Bid Proposal
5. Special Provisions
6. City of Benton City Standard Specifications and Details
7. Referenced or included APWA GSP's
8. SWSS
9. Plans

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 AND LIQUIDATED DAMAGES

Contract work shall be completed in accordance with SWSS Section 1-08.5 and the latest APWA GSP for said Section 1-08.5.

Liquidated damages for projects that utilize federal funding shall be per the provisions of the WSDOT Standard Specifications Section 1-08.9. For all other projects, the provisions of the referenced Section 1-08.9 shall be modified such that the liquidated damages shall be at the amounts as listed on the bid proposal, or contract contained within the bid document.

1-7 MEASUREMENT AND PAYMENT

Except where provided in the City of Benton City Standard Specifications or as provided in the contract Special Provisions, measurement and payment shall be in accordance with SWSS, Section 1-09.9 as modified by the latest APWA GSP for said section, except as herein modified.

Payment will be made for only the items listed in the contract proposal. Payment for general construction items which are not listed in the contract proposal are indicative of the fact that no such item of work is required for the project, or that the items of work not listed are considered

as incidental to the items listed in that particular proposal, even though the SWSS may call for a separate measurement and payment. Payment for materials on hand will be made only when supported by proof of payment and an inventory certified by the Engineer's representative.

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 Benton/Franklin County Coordinating Council's 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, as required 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 in addition, notify the pipeline operator immediately, if their work damages a pipeline. 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 also immediately call 911.

1-8.03 SUBSURFACE UTILITIES

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

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. Where known or identified, the existing utilities are shown on the plans as a general guide to assist the contractor in evaluating the difficulties to be encountered on the contract. Prior to construction excavations, the contractor shall determine the exact location. By signing a contract, or obtaining a construction permit, the contractor agrees to be fully responsible for any and all damages, which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities.

On both permit and City administered projects, the contractor must call 1-800-424-5555, a minimum of two work days before commencing any excavations. The contractors are advised that a call for locates will not provide a locate for 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 city-approved source, at no cost to the Contractor for construction purposes. The meter shall be scheduled through Benton City Hall. The water used shall be accounted for by metering, but not billed to the Contractor. On commercial and developer projects, a water use charge will apply, per Section 4-23 of these standard specifications. The Permit Contractor shall abide by all requirements of the hydrant use policy. The Contractor shall request a city-supplied meter at City Hall located at 708 9th Street, Benton City, by completing the Bulk Water Permit Application. Upon receipt of the deposit and permit fee, the Permit Contractor will install the meter on the hydrant mutually agreed upon. The Permit Contractor will be required to periodically bring the meter to the city for use readings as required by the Hydrant Meter Procedure, Section 4-23.

It is the responsibility of each Contractor to protect the hydrant meter from damage due to freezing conditions by closing the hydrant and opening the meter valve to drain the meter and allowing the hydrant to drain. A hydrant wrench is the only acceptable tool for use on the hydrant. Hydrant valves must be closed slowly to prevent water hammer. When in use, the hydrant must be fully opened at all times in order to prevent hydrant damage. The contractor will be fully responsible for damage to the hydrant, or hydrant meter due to neglect, or improper operation.

When finished with the use of the hydrant on city-administered contracts, the Contractor shall return the meter to City Hall and obtain a final meter reading.

1-10 FINISH AND CLEANUP

For projects which do not utilize federal highways 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 above, or below the grade of the new sidewalk and curb, the landscape area shall be cut, or filled and restored, as required to match the grade of the new sidewalk. The contractor will provide a uniform transition to the existing landscaping at a 10:1 or flatter grade, or as approved by the Engineer, regardless of the work limits shown on the plans. The city has, or will obtain, the necessary permits from the adjoining property owner(s).

On-site and nearby drainage facilities, such as inlets, catch basins, culverts, and open ditches shall be cleared of all protective devices and debris, which is the result of the Contractor's operations, unless the contract special provisions provide otherwise. All required on and off site cleanup and restoration costs shall be considered as incidental to the contract, except where a separate measurement and payment has been provided for in the contract for project maintenance.

1-11 DUST CONTROL

The Contractor shall, at all times during construction, maintain proper dust control in accordance with the requirements of the Benton County Clean Air Authority. On City administered contracts, water will be furnished at hydrants designated by the City at no cost to the Contractor. 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 at all times, 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.

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

1-12 EXISTING MONUMENTS

On City administered contracts, the City will 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. If monuments or reference points outside of the designated construction area, are damaged or destroyed by the Contractor, the Contractor shall have them reset by a licensed land surveyor at no additional cost to the City. On commercial and developer projects, the City will not reference monuments; however, all existing monuments shall be preserved or reset by a licensed land surveyor.

1-13 COMPACTION

1-13.01 GENERAL

Unless stated elsewhere in the City of Benton City 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 of ninety-five

percent (95%) of the maximum density as determined by WSDOT test Method No. 698 or for granular materials, by WSDOT Test Method No. 606 in accordance with SWSS Section 2-03.3(14)D. 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 contract special provisions, the city will order and pay all costs for compaction tests, except that where test holes are required as specified herein, 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.

1-13.02 UTILITY TRENCHES LESS THAN 6-FEET DEEP

During utility line installation, the city will have density tests taken on the backfilled material. Tests will be taken on the subgrade of the trench, prior to placement of gravel, or crushed rock. At a minimum, one test shall be taken within 50 feet from where the main line installation began, then on each side lateral, and then at a maximum of 300 foot intervals. For street crossings and installations; less than 300 feet, a minimum of two tests are required.

1-13.03 UTILITY TRENCHES GREATER THAN 6-FEET DEEP

In addition to subgrade trench line testing, when a utility line is constructed and the trench depth exceeds 6 feet, the contractor will be directed to dig one test hole at a minimum of each 500 feet, to a depth of typically 3 feet below subgrade and a sub-surface compaction test will be completed at each test hole location. On completion of the test, the contractor will be required to backfill and compact the excavated test hole.

1-13.04 STREET AND STRUCTURES

All subgrade for street and structures, including footings and retaining walls, in both cut and fill areas, shall be compacted or recompacted as specified in Section 1-13.01. In cut sections, compaction tests will be taken on the recompacted subgrade, at maximum 500-foot intervals, randomly across the construction section.

When fill material is required to be placed to construct the roadway section, the contractor shall notify the engineer of the source of the fill, prior to building embankment, so soil sample(s) may be obtained.

In fill areas, compaction tests will initially be taken on each 1 foot lift, at a minimum of every 3,000 square feet, to determine if the methods the contractor is using are sufficient to obtain the required compaction. Tests will then be taken at a minimum of each 3 feet of fill and on the finished subgrade. Compaction tests will be taken randomly across the construction section at locations determined by the engineer.

1-13.05 UNTESTABLE MATERIAL

For trenched installations greater than 300', where the material is considered to be too rocky to test, and 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. On shorter trenched sections, the Project Engineer will note in a report to the file, when the material is determined by observation, to be too rocky to test.

1-14 WASTE DISPOSAL SITE

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.

1-15 SOIL AND GROUND WATER CONDITIONS

On projects which do not utilize federal funding, the following paragraph shall be inserted and by this reference, made a part of SWSS Section 1-04.7 Differing Site Conditions (changed conditions).

Due to the varying soil and rock composition at different locations in the city and due to variations in surface drainage, and ground water levels encountered in various areas and at different seasons of the year, the City makes no representation of such conditions as they may pertain to each project. The Contractor shall be responsible for any and all excavation equipment and procedures required to complete the work and for all cribbing, sheet piling, dewatering, and/or construction methods or dewatering procedures, which may be necessary to complete the project, and therefore, additional compensation will not be allowed for the above described conditions.

1-16 ONE YEAR WARRANTY

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

The work furnished under these specifications shall be guaranteed for a period of one (1) year from the date of acceptance, by the Benton City City Council, 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.

1-17 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

The following paragraph is hereby added to Section 1-05.7 of the SWSS as modified by the latest APWA GSP for said section.

For projects which do not utilize federal funding, if the City deems it not expedient to require the Contractor to correct work not done in accordance with the contract documents, an equitable deduction from the contract price will be made by agreement between the Contractor and the City.

1-18 PRECONSTRUCTION CONFERENCE

A preconstruction conference is required per the provisions of the latest APWA GSP 1-08-1(1) for SWSS Section 1-08. Upon notification by the Engineer, the successful Bidder will be required to attend a preconstruction conference with his known principal subcontractors. The purpose of the preconstruction conference is to discuss, among other considerations, the responsibility of the successful Bidder and his subcontractors in the prosecution and progress of the work.

1-19 CONSTRUCTION SCHEDULE

A progress schedule is required per the provisions of SWSS Section 1-08.3 and as herein modified. 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.

If requested by the Engineer (no later than the tenth (10th) calendar day of each month), the Contractor shall submit to the Engineer 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. If the contractor fails to provide the schedule when requested, the engineer reserves the right to withhold monthly progress payments until an acceptable schedule is received.

1-20 PROGRESS PAYMENTS

Progress payments will be made in accordance with Section 1-09.9 of the SWSS. Payment under this contract shall be made with the City's cash warrants and/or interest-bearing warrants, and

shall be made on the basis of field measurements and/or haul tickets received at the time of delivery. As provided by the Information to Bidders, a bond in lieu of retainage is required on projects, unless otherwise provided for in the Special Provisions or the Information to Bidders. On small works contracts and on city contracts under \$100,000, or when the Special Provisions allow withholding of retainage in lieu of a retainage bond, a sum, not to exceed 5% of the progress payment, will be withheld from the progress payment. Withholding, management, and release of such retained monies shall be in accordance with RCW 60.28. Failure to perform any of the obligations under the contract by the Contractor may be decreed by the Engineer to be adequate reason for withholding any payments until compliance is achieved.

1-21 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 subcontractors. Changing of superintendents prior to the project completion will not be allowed without just cause and must have the approval of the Engineer.

1-22 COOPERATION BY CONTRACTOR

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

1-23 CHANGES IN THE WORK

1-23.01 GENERAL

For all city-administered contracts that do not utilize federal highway 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. the method or manner of performance of the work,
- e. addition of any new work,
- f. City-furnished facilities, equipment, materials, services or sites, or
- g. 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 1-23.05 of these specifications.

Increased or decreased quantities, item "b" above, will be paid for as provided in Section 1-23.03 of these specifications.

If the Engineer determines that any change for items "c, d, e, f, and g" above causes an increase or decrease in the Contractor's cost of, 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.

1-23.02 PROCEDURE AND PROTEST BY THE CONTRACTOR

On all city-administered contracts that do not utilize federal highways 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.

The Contractor also accepts any written or oral order, direction, instruction, interpretation, or determination from the Engineer by failure to protest as provided in SWSS Section 1-04.5.

1-23.03 INCREASED OR DECREASED QUANTITIES

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

Adjustments in unit cost for a bid item, due to increases, or decreases in quantity, will only be considered for those bid items where the total cost of the bid item is greater than 10 percent of the total contract price at the time of award, hereby referred to as a “major bid item”.

If there is any change that increases or decreases a major bid item by more than 25 percent of the total cost of the bid item, 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 major bid item” as defined in paragraph one, will be determined by agreement of the parties utilizing the remaining provisions of SWSS Section 1-04.6. 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)

With the exception of deleted items (see Paragraph 1-23.05), compensation for decreases in excess of 25 percent of the “total cost of the major bid item” as defined in paragraph one, will be determined by agreement of the parties utilizing the remaining provisions of SWSS Section 1-04.6. 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.

1-23.04 PAYMENT FOR CHANGE ORDER WORK

Payment for work pursuant to a change order shall be made as provided in Paragraph 1-23.01, 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 Paragraph 1-23.06.

1-23.05 DELETED ITEMS

On all city-administered contracts, which do not utilize federal highways 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.

1-23.06 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 highways 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:

2. 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.

1-24 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. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein.

Inasmuch as the Contractor will be held responsible for paying the prevailing wages, 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 landscape work is required to restore landscaping following, utility work, then the use of Landscape Wages is not allowed. The applicable labor rate for the utility, or street work is required. Landscape wages are typically only allowed by Labor & Industries for

landscape related work required to modify, or restore landscaping following a street construction or reconstruction project and for standalone landscape contracts.

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 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.

Before payment is made by or on behalf of the City of any sums due under this contract, the Contractor and each subcontractor shall pay all filing fees and submit a Statement of Intent to Pay Prevailing Wages to L & I, with a copy, or e-mail copy to the city. Before final payment can be made under this contract, the Contractor and each subcontractor shall pay all filing fees and submit an Affidavit of Wages Paid to L & I, with a copy or e-mail copy to the city. 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 subcontractors 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 subcontractor on that project shall pay the highest wage rate, which applies.

1-25 REGULATIONS FOR OCCUPATIONAL SAFETY AND HEALTH STANDARDS FOR CONSTRUCTION WORK ON THIS CONTRACT

The Contractor's attention is alerted to the strict enforcement and 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 comply with all provisions thereof and make 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 which endangers the City's Inspector, Contract Compliance Officer, City's employee, or the public, until corrections are made. The total cost of such shutdowns and corrections will be met by the Contractor.

The latest APWA GSP for SWSS Section 1-07.1 Laws to be Observed, shall apply to all city contracts.

1-26 SPILL PREVENTION, CONTROL, AND COUNTERMEASURES (SPCC) PLAN

1-26.01 DESCRIPTION

This work shall consist of preparing a Spill Prevention, control, and Countermeasures (SPCC) Plan and preparing for implementation of the plan.

1-26.02 SPCC PLAN REQUIREMENTS

The Contractor shall be responsible for the preparation of an SPCC plan to be used for the duration of the project. The plan shall be prepared in accordance with Section 1-07.15(1) of the SWSS and be submitted to the Project Engineer prior to the commencement of any construction activities. A copy of the plan with any updates shall be maintained at the work site by the Contractor.

1-26.03 IMPLEMENTATION REQUIREMENTS

In the event that hazardous material is encountered during the course of the work, regardless of whether or not the material is shown in the Plans, the implementation of the Contractor's SPCC Plan shall be included in the scope of the contract and shall be carried out by the Contractor.

The Contractor shall maintain, at the job site, the applicable equipment and material designated in the SPCC Plan.

1-26.04 MEASUREMENT AND PAYMENT

The lump sum contract price for the "Spill Prevention, Control, and Countermeasures (SPCC) Plan" shall be full compensation for all labor, equipment, materials and overhead costs associated with the preparation of the SPCC Plan and any coordination and preparation needed prior to implementation.

1-27 STREET CLOSURE

Per the provisions of SWSS Section 1-07.23 and the latest APWA GSP for said section, 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.

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, Ben Franklin Transit and Post Office officials, together with adjacent property owners of the closure. 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 Paragraph 1-32 for additional information.

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

Property lines and easement lines are indicated on the plans. Except as provided for by Section 1-10 of these General Provisions, or unless otherwise provided for by the contract Special Provisions, it shall be the Contractor's responsibility to confine his activities within these limits. Any damage resulting from the Contractor's operations when trespassing 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, a permit is required for all construction within city rights of way or easements. Contact the City Municipal Services 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 1-3 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 and irrigation system components, unless a substitute is expressly prohibited, the Contractor may request approval of a substitute for any such proprietary product. Substitutions for water and irrigation components listed will generally not be allowed except where "or equal" is used. 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, including water and irrigation, 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 latest APWA/General Special Provisions to said section. 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 travelways 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 7, Traffic Control, of these specifications.

1-33 SUBCONTRACTING

Subcontracting shall meet all requirements of SWSS, Section 1-08.1. Generally, work completed by the contractor's own organization shall account for at least 30 percent of the awarded contract price, after subtraction of the cost of all designated specialty items.

1-34 WORK BY UTILITY COMPANIES

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

1-35 SALVAGE

During construction, all salvaged materials including, but not limited to water, storm sewer, street signs, brackets, telespar posts, bases and electrical system components shall be delivered to the appropriate City storage yard by the Contractor. 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 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) Subsections A, B, C, and D of the SWSS are hereby deleted.

1-37 APWA GSP's

All APWA GSP's referenced in the individual sections in the Information to Bidders and these General Provisions, are hereby adopted by the City of Benton City. In addition, the latest edition of the following APWA GSP's are hereby adopted. (www.wsdot.wa.gov/partners/apwa/)

1-05.17	Oral Agreements
1-07.1	Laws to be Observed
1-07.2	State Sales Tax
1-07.24	Rights-of-Way
1-08.4	Notice to Proceed and Presentation of Work
1-09.9	Payments
1-10	Temporary Traffic Control

1-38 CLAIMS RESOLUTION

1-38.01 CONTRACT CLAIMS ADMINISTRATION

The City of Benton City expressly reserves all rights and defenses it may have relating to the contractor's failure to provide timely notice or adequate documentation in accordance with contract requirements, including, but not limited to, the contractor's protest and claim. The City of Benton City does not intend, nor is the contractor authorized to interpret, the City of Benton City's evaluation of a contractor's claim as a waiver or estoppel of any rights or defenses the City of Benton City now has, or may have in the future, with respect to a contractor claim, or with respect to any other change orders that may have already been paid to the contractor at the time of any subsequent claim.

1.38.02 LITIGATION

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 Benton 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.

Delete SWSS Section 1-09.13(3) Claims \$250,000 or less, and replace it with the following:

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

1-39 RESIDENTIAL DEVELOPMENT CONSTRUCTION PLANS

Construction plans for residential developments shall be submitted at a scale of 1-inch = 20 feet. The requirements of these standard specification 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's inspector. 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 curbs.

SUBGRADE:

1. For residential streets, subgrade is to be bluetopped 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, except stakes shall be at 25' stations for vertical curves and through intersections on the extended curb line.

1-40.03 BASE COURSE

1. Not required.

1-40.04 TOP COURSE

1. For residential streets, top course to be redtopped 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. PUD, VERIZON, IRRIGATION, 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, blowoff, etc. locations. If subgrade has not been established, provide offset cut stakes to provide a top of pipe at 42 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 must be established.
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 Project Inspector. Services shall typically be installed at a minimum 2% grade. 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 Project 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 Project 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.