

Contract Provisions

For Construction of:

2023 OVERLAY PROJECT

JUNE 2023

CITY OF SAMMAMISH
PUBLIC WORKS DEPARTMENT
801 228TH AVENUE SE
SAMMAMISH, WA 98075



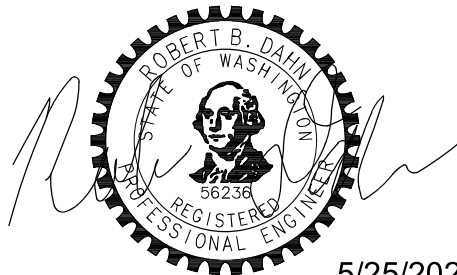
2023 OVERLAY PROJECT

Notice to All Planholders

The Project Engineer assigned to answer questions regarding these bid documents and to show this project to prospective bidders is:

Jim Grueber
801 228th Ave SE
Sammamish, WA 98075
(425) 295-0566

As the Engineer in direct responsible care of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.



5/25/2023

Approved for Construction:

Doug van Gelder

May 26, 2023

Doug Van Gelder, P.E. Date
City Engineer**

****The signature of the City Engineer on these Contract Provisions shall serve as written approval for all variations to the Public Works Standards contained within this project as required by PWS. 10.170.**

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PART 1

PROPOSAL INTRODUCTION

NOTICE TO CONTRACTORS
CITY OF SAMMAMISH
2023 OVERLAY PROJECT

Sealed proposals will be received by the City of Sammamish through 2:00 PM (local time) on Tuesday June 13, 2023, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the *2023 OVERLAY PROJECT* Bids received after the time and date listed above will not be considered.

Sealed proposals should be addressed to the following:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Attn: City Clerk

The work in this contract includes full width roadway planing, patching, paving, and striping at various locations throughout the City of Sammamish.

The work shall be completed within thirty [30] working days after the commencement date stated in the Notice to Proceed. All bidding and construction shall be performed in compliance with the Contract Documents for this project and any addenda issued thereto which are on file at the office of the City Clerk, City Hall, Sammamish, Washington.

Proposals will be publicly opened and read aloud immediately following the above stated deadline for submitting. Proposals are to be submitted only on the form provided with the Specifications. All Proposals must be accompanied by a certified check, cashier's check, money order, or bid bond payable to the "City of Sammamish" of value not less than five percent (5%) of the total amount bid.

Plans, Specifications, addenda, Bidders list, and plan holders list for this Project are available through the City of Sammamish's on-line plan room at www.bxwa.com. Click on "Posted Projects"; "Public Works", "City of Sammamish", and "Projects Bidding". Bidders must register to receive automatic e-mail notification of future addenda and to be placed on the Bidders List. Contact Builders Exchange of Washington at 425-258-1303 should you require assistance.

Financing for this Project will be provided by the City of Sammamish. The City of Sammamish expressly reserves the right to reject any or all bids and to waive minor irregularities or informalities and to further make award of the Project to the lowest responsive, responsible bidder as it best serves the interest of the City.

The City of Sammamish, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Lita Hachey,
City Clerk

Dates of Publication:

Daily Journal of Commerce: Tuesday, May 30th and Tuesday, June 6th 2023

Seattle Times: Tuesday, May 30th and Tuesday, June 6th, 2023

BIDDER'S CHECKLIST

1. REQUIRED FORMS

The Bidder shall submit the following forms as part of the proposal. The forms must be executed in full and submitted with the Proposal.

- _____ **Proposal**
- _____ **Schedule of Prices**
- _____ **Bid Security Form**
- _____ **Acknowledgement of Receipt of Addenda**
- _____ **Bidder Information and Signature**
- _____ **Non-Collusion and Debarment Affidavit**
- _____ **Minimum Wage Affidavit Form**

Every prime contract bidder shall submit with the bid or within one hour after the published bid submittal time, the names of subcontractors. (Only required if the project is expected to cost one million dollars or more.)

- _____ **List of Subcontractors**

The two lowest bidders shall submit the following forms within 48 hours after the bid opening. Failure to submit these forms may result in the Contracting Agency refusal to accept the Bid.

- _____ **Statement of Bidder's Qualifications**
- _____ **Responsible Bidder Criteria**

2. AGREEMENT FORMS

The following forms (a., b., and c.) are to be executed and the following Certificates of Insurance (d. and e.) are to be provided after the Contract is awarded and prior to Notice to Proceed.

- a. Contract Agreement
- b. Request for Taxpayer Identification Number and Certification
- c. Contractor's Retainage Agreement
- d. Payment Bond
- e. 2 Year Maintenance Performance Bond

**PART 2
PROPOSAL**

PROPOSAL

Honorable mayor and Council
City of Sammamish
801 228th Avenue NE
Sammamish, WA 98075

This work provides for the improvement of various City of Sammamish streets by planing, patching, leveling, overlaying with HMA pavement, adjusting utility structures, pavement marking striping, and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

All bidding and construction shall be performed in compliance with the Notice to Contractors, Bid Proposal, Plans, Specifications, and Contract for this project and any addenda issued thereto which are on file at the office of the City Clerk, City Hall, City of Sammamish, Washington.

It is understood herein that after the date and hour set for the opening of bids, no Bidder may withdraw its Proposal, unless the award of the Contract is delayed for a period exceeding sixty (60) consecutive calendar days.

The undersigned has examined the site(s), local conditions, Addenda, Contract Provisions, Plans, and all applicable laws and ordinances covering the Work contemplated. In accordance with the terms, provisions, and requirements of the foregoing, all of their respective terms and conditions are incorporated herein by this reference and the following unit and lump sum prices are tendered as an offer to perform the Work and furnish the equipment, materials, appurtenances, and guarantees, complete in place, in good working order.

The undersigned freely states that it is familiar with the provisions of the competitive bidding statutes of the State of Washington, and specifically the provisions of RCW Chapter 9.18, and certifies that with respect to this Proposal, there has been no collusion or understanding with any other person, persons, or corporation, to prevent or eliminate full and unrestricted competition among Bidders on this Project.

The undersigned agrees that in the event of contract award, it shall employ only Contractor and Subcontractors duly licensed by the State of Washington.

The undersigned agrees that the Owner reserves the right to reject any or all bids and to waive any minor informalities.

PROPOSAL – Continued

Print Contractor Name

The undersigned hereby agrees that the Owner reserves the right to award the contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner. The Owner will determine at the time of award of the Project which additives, if any, will be included in the Contract.

The undersigned agrees that the Owner is authorized to obtain reports from all references included herein.

I, the undersigned, hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to this project's bid solicitation date.

Very Truly Yours,

Print Company Name

By (Print Name)

By (Signature)

Title

Date

Place of Execution Date

SCHEDULE OF PRICES

NOTE:

- **Unit prices for all items, all extensions, and the total amount bid must be shown.**
- **The project must be in its entirety, including all bid items and any bid additive bid items as specifically listed in the Proposal, in order to be considered a responsive bid.**
- **Where conflict occurs between the unit price and the total amount named for any item the unit price shall prevail, and totals shall be corrected to conform thereto.**
- **All entries must be typed or printed and entered in ink. Award of the Contract shall be based on the lowest, responsive bid.**

(Standard Specifications and Special Provision references shown are provided for information only to assist bidders in the preparation of their proposal. Bidders shall not rely on this information and must thoroughly examine the contract requirements during the preparation of their proposal.)

Item No.	Section	Item With Unit Priced Bid	Approx. Quantity	Unit	Unit Price	Amount
1	SS 1-04	MINOR CHANGE	1	CALC	\$25,000.00	\$25,000.00
2	SS 1-07	SPCC PLAN	1	LS		
3	SS 1-09	MOBILIZATION	1	LS		
4	SP 1-10	FLAGGERS (MIN BID \$50)	560	HR		
5	SP 1-10	TRAFFIC CONTROL SUPERVISOR	1	LS		
6	SP 1-10	PORTABLE CHANGEABLE MESSAGE SIGN	1	LS		
7	SP 1-10	OTHER TEMPORARY TRAFFIC CONTROL	1	LS		
8	SP 2-01	SITE A PREPARATION	1	LS		
9	SP 2-01	SITE B PREPARATION	1	LS		
10	SP 5-04	ANTI-STRIPPING ADDITIVE	1	EST	\$10,000.00	\$10,000.00

PROPOSAL – Continued

Print Contractor Name

Item No.	Section	Item With Unit Priced Bid	Approx. Quantity	Unit	Unit Price	Amount
11	SP 5-04	PLANING BITUMINOUS PAVEMENT	23,500	SY		
12	SP 5-04	HMA CL. 1/2 IN. PG 58H-22 FIBER REINFORCEMENT	3,730	TON		
13	SP 5-04	ASPHALT COST PRICE ADJUSTMENT	1	CALC	\$5,000.00	\$5,000.00
14	SP 7-05	ADJUST MANHOLE - COS	5	EA		
15	SP 7-05	ADJUST MANHOLE - SPWSD	22	EA		
16	SP 7-05	ADJUST MANHOLE - PSE	1	EA		
17	SP 7-12	ADJUST VALVE BOX - SPWSD	45	EA		
18	SS 8-01	INLET PROTECTION	67	EA		
19	SP 8-09	RAISED PAVEMENT MARKER TYPE 2	1.60	HUND		
20	SP 8-13	ADJUST MONUMENT CASE WITH COVER	3	EA		
21	SP 8-13	ADJUST MONUMENT CASE WITH COVER - RISER	28	EA		
22	SP 8-22	PAINT LINE	6,800	LF		
23	SP 8-22	PLASTIC WIDE LINE	60	LF		
24	SP 8-22	PLASTIC STOP LINE	210	LF		
25	SP 8-22	PLASTIC TRAFFIC ARROW	9	EA		
26	SP 8-22	PLASTIC CROSSWALK LINE	660	SF		

TOTAL CONSTRUCTION COST.....\$ 750,980

**Note: Contractor is advised to be familiar with Washington State Revenue Rule 171 as no separate, distinct sales tax monies will be reimbursed to the Contractor. See Special Provisions 1-07.2(1).*

BID SECURITY FORM

Herewith find deposit in the form of a certified check, cashier's check, cash, or bid bond in the amount of \$ _____ which amount is not less than five percent of the total bid.

Sign here _____

Know All Men by These Presents:

That we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the City of Sammamish, as Obligee, in the penal sum of _____ Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for _____ according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20 _____

Principal

Surety

Received return of deposit in the sum of \$ _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

By signing below, Bidder acknowledges receipt and understanding of the following Addenda to the Contract Documents:

Addendum No.	Date of Receipt	Signature
1		
2		
3		
4		
5		
6		

NOTE:

Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and the City reserves the right to determine whether the Bid will be disqualified.

BIDDER INFORMATION AND SIGNATURE

The Bidder proposes to accept as full payment for the Work proposed herein, the amount computed under the provisions of the Contract Provisions. The undersigned Bids for the following described Project:

2023 OVERLAY PROJECT

The party by whom this Bid is submitted and by whom the Contract will be entered into, in the event the award is made to this party, is:

Contractor (Firm Name)

Signature

Address

Name (Print) & Title

Phone Number

Date of Signing

Contractor's Washington State
License Number

(Indicate whether contractor is
partnership, joint venture, corporation, or
sole proprietorship)*

*If Bidder is a corporation, write State of Incorporation under signature. If partnership, give full names of all partners.

The name of the President, Treasurer, and/or Manager of the Bidding corporation, or the names of all persons and parties interested in this Bid as partners or principals, are as follows:

Name	Address

PROPOSAL – Continued

Print Contractor Name

IF SOLE PROPRIETOR OR PARTNERSHIP

IN WITNESS hereto, the undersigned has set his (its) hand this _____ day of _____, 20____.

Signature of Bidder

Title

IF CORPORATION

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed by its duly authorized officers this _____ day of _____, 20____.

Attest:

Name of Corporation

by _____

Secretary

Title

Sworn to me before me this _____ day of _____, 20____.

Notary Public in and for the State of Washington Residing at

NOTES:

If the Bidder is a co-partnership, give firm name under which business is transacted; Proposal must be executed by a partner. If the Bidder is a corporation, Proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).

PROPOSAL – Continued

Print Contractor Name

NON-COLLUSION AND DEBARMENT AFFIDAVIT

* STATE OF WASHINGTON)
)
** COUNTY OF _____)

I, the undersigned, an authorized representative of *** _____, being first duly sworn on oath do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Name of Project

Name of Bidder's Firm

Signature of Authorized Representative of Bidder

Printed Name of Authorized Representative of Bidder

Date

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State
of Washington residing at _____
Notary (print): _____
My appointment expires: _____

NOTE:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

- * A suspending or debarment official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive order 12549... (49 CFR Part 29 Section 29.215).
- * If notarization of proposal takes place outside of Washington State, DELETE WASHINGTON, and enter appropriate State.
- ** Fill in county where notarization of proposal takes place.

MINIMUM WAGE AFFIDAVIT FORM

STATE OF WASHINGTON)
)
COUNTY OF KING) SS

I, the undersigned, having been duly sworn, deposed, say and certify that in connection with the performance of the work of this project, I will pay each classification of laborer, workman, or mechanic employed in the performance of such work; not less than the prevailing rate of wage or not less than the minimum rate of wages as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

Name of Project

Name of Bidder's Firm

Signature of Authorized Representative of Bidder

Printed Name of Authorized Representative of Bidder

Date

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State
of Washington residing at

Notary (print):

My appointment expires:

SUBCONTRACTOR LIST

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Work to be Performed _____
 Subcontractor Name _____
 Address _____
 Phone No. _____ State Contractor's License No _____

Work to be Performed _____
 Subcontractor Name _____
 Address _____
 Phone No. _____ State Contractor's License No _____

Work to be Performed _____
 Subcontractor Name _____
 Address _____
 Phone No. _____ State Contractor's License No _____

Work to be Performed _____
 Subcontractor Name _____
 Address _____
 Phone No. _____ State Contractor's License No _____

*Bidder’s are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc., are considered electrical equipment and therefore considered part of the electrical work, even if the installation is for future use and not wiring or electrical current is connected during the project.

STATEMENT OF BIDDER’S QUALIFICATIONS

Name of Firm: _____

Address: _____

Telephone No. _____

Contact Person for this Project: _____

Number of years the Contractor has been engaged in the construction business under the present firm name, as indicated above: _____

Gross dollar amount of work currently under contract: _____

Gross dollar amount of contracts currently not completed: _____

General character of work performed by the firm: _____

List all of the projects over one million dollars total of a similar nature which have been completed by the Contractor within the last five (5) years and the gross dollar amount of each project, together with the Owner’s name and phone number, and the Engineer’s name.

Project Name	Amount	Owner	Phone	Engineer’s Name

PROPOSAL – Continued

Print Contractor Name

List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

1. _____
2. _____
3. _____
4. _____
5. _____

Bank Reference: _____

How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

Identify who will be the general superintendent or project superintendent on this Project and list the number of years with the firm.

Have you changed bonding company within the last three (3) years? _____

If so, why? _____

Have you ever been sued or engaged in arbitration by the Owner or have you ever sued or demanded arbitration from an Owner on any public works contract for a special utility district, private utility company, municipality, county or state

government? _____ For what reason? _____

Disposition of case, if settled: _____

Do you have any outstanding payments due to the Department of Revenue? _____

If yes, explain: _____

Bidder agrees that the Owner shall retain the right to obtain any and all credit reports.

Yes: _____ No _____

RESPONSIBLE BIDDER CRITERIA

In accordance with RCW 39.04, before award of a Public Works Contract, a Bidder must meet the following responsibility criteria to be considered a responsible Bidder and qualified to be awarded a Public Works Project. The Bidder must:

1. At the time of Bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW
2. Have a current state unified business identifier (UBI) number
3. If applicable, have industrial insurance coverage for the Bidder’s employees working Washington as required in Title 51 RCW
4. If applicable, have an employment security department number as required in Title 50 RCW
5. If applicable, have a state excise tax registration number as required in Title 82 RCW
6. Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3)

In accordance with RCW 39.06, a Public Works Contractor must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors must verify responsibility criteria for each of its Subcontractors, Verification shall include that each Subcontractor, at the time of Subcontract execution, meets the responsibility criteria and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must include every Public Works Contract and subcontract of every tier.

Providing the following information is **MANDATORY** in order to meet “Responsible Bidder” requirements. Failure to provide this information may disqualify your Bid as being “**Non-Responsive**”. *If your business is not required to have one of the following numbers, provide an explanation.*

1. State of Washington Contractor Registration No. _____
2. State of Washington Unified Business Identifier No. _____
3. Employment Security Department No. _____
4. State Excise Tax Registration No. _____
5. Is the payment of Worker’s Compensation (Industrial Insurance) Premiums current? If your business does not have a Worker’s Comp account with the WA State Dept. of Labor & Industry please explain why.
 - Yes
 - No (If No, you are not eligible to bid on this project
 - No Account – Explain why: _____
6. Are you disqualified from Bidding on Public Works Projects in the State of Washington?
 - Yes (If Yes, you are not eligible to Bid on this Project)
 - No

PART 3
CONTRACT DOCUMENT FORMS

AGREEMENT

This agreement by and between the City of Sammamish, Washington, a municipal corporation of the State of Washington, hereinafter referred to as the "Owner", and _____

hereinafter referred to as the "Contractor", witnesseth that in accordance with the terms and conditions of this Contract awarded the _____ day of _____, 20____, the parties agree as follows:

SECTION 1. That the Contractor shall do or cause to be done all work and shall furnish or cause to be furnished all tools, materials, equipment, and labor necessary to construct

Project Title

in accordance with and as described in the bid submittal as attached to this executed contract, on file with the City Clerk, for the following awarded contract price which includes Washington State Sales and/or Use Tax:

Awarded Contract Price \$ _____

The Contractor shall provide and bear the expense of all equipment, material, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the contract documents as furnished by the Owner.

SECTION 2. The parties shall be bound by the Constitution and Laws of the State of Washington, and the Ordinances, Rules and Regulations of the City of Sammamish, and by all applicable federal laws and government regulations, which provisions are incorporated by reference herein.

For the convenience of the parties of this Contract, it is mutually agreed that any claims or causes of action which the Contractor has against the Owner arising from this contract shall be brought within 180 calendar days from the completion date of the contract. It is further agreed by the parties that any such claims, disputes, or causes of action which cannot be resolved pursuant to the procedures set forth in the contract documents shall be brought only in the Superior Court of King County. The parties understand and agree that the Contractor's failure to bring suit within the time period provided shall be a complete bar to any such claims or causes of action.

By this reference, the provisions of the Washington State Department of Transportation and APWA _____ Standard Specifications for Road, Bridge and Municipal Construction (including

but not limited to the General Requirements section), as revised, supplemented or replaced by contract documents, shall apply to this project, which is the subject of this contract

SECTION 3. The Contractor shall comply with the indemnification and insurance requirements as identified in the Special Provisions, 1-07.18 - Insurance. The Contractor shall submit a Certificate of Insurance, naming the City of Sammamish as additional insured, that meets the requirements identified in Special Provision 1-07.18 at the time the Contractor returns the signed contract to the Owner.

SECTION 4. The payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW are hereby incorporated into this agreement.

SECTION 5. In accordance with Chapter 39.12 RCW and the contract documents, the Contractor shall pay, or cause to be paid to persons employed on or in connection with this work, not less than the prevailing rate of wage for an hour's work specified for the labor performed.

SECTION 6. The Contractor shall complete and submit to the Department of Labor and Industries, the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" forms. The "Statement of Intent to Pay Prevailing Wages" form(s) is required to be submitted to, and approved by, the State prior to the release of any payment. The "Affidavit of Wages Paid" form(s) is required to be submitted to, and approved by, the State prior to the release of any retainage.

SECTION 7. Title VI Compliance

(Appendix A – Title VI Assurances)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment

practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(Appendix E – Title VI Assurances)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SECTION 8. The Contractor shall begin the work in the contract immediately after written Notice to Proceed has been issued to said Contractor by the Owner, and to carry said work on regularly and without interruption thereafter (unless the Owner shall otherwise, in writing, specifically direct) with such forces as to complete said work within

working or calendar days

after such notice to begin work, the time of beginning, rate of progress, and time of completion being essential and material provisions of the Contract.

SECTION 9. The Owner agrees to employ the Contractor to complete the work in accordance with the attached bid submittal and agrees to pay for the same according to the schedule of prices listed in the bid submittal form, at the time and in the manner and upon the conditions provided for in the Contract.

The Contractor shall inform all subcontractors who work on the project named in Section 1 of this Agreement of the manner and method of payment and the manner and method of measuring or computing the quantities of subcontracted work.

SECTION 10. The Contractor on behalf of his or her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants to which the Contractor is obligated under the terms of the contract.

SECTION 11. It is further provided that no liability shall attach to the Owner by reason of entering into this contract except as expressly provided herein.

SECTION 12. In the event of violation of any of these covenants or any provisions thereof, payment due from the Owner for any work done under the contract may be withheld until full

compliance therewith; that the work may be stopped or, at the discretion of the Owner the contract may be canceled and forfeited.

SECTION 13. Solely with respect to claims for indemnification under this contract, the Contractor waives, as to the Owner only, its immunity under Title 51 RCW. This Section has been negotiated by the parties as indicated by their initials below:

Contractor: _____ Owner: _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective as of the day and year first above written.

OWNER: CITY OF SAMMAMISH

By (Print Name):

Date

Signature

Title

CONTRACTOR NAME: _____

By (Print Name):

Date

Signature

Title

For Office Use Only

Received by:

City Clerk

Date

Received by:

Contract Administrator

Date

BARS # _____

Approved as to form
Kari Sand
City Attorney
March 19, 2022

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the U.S.)</i></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <p>City of Sammamish 801 228th Ave SE Sammamish, WA 98075</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
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	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 85%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

PART 4
GENERAL SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2023 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(May 1, 2013 SAMMAMISH GSP)

Also incorporated into the Contract Documents by reference are:

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

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

**DIVISION 1
GENERAL REQUIREMENTS**

DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for the improvement of ***various City of Sammamish streets by planing, overlaying with HMA pavement, adjusting utility structures, pavement marking striping*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

SECTION 1-01, DEFINITIONS AND TERMS

1-01.3 Definitions

(January 4, 2016 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

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

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for “Contract”.

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

SECTION 1-02, BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	***0***	Furnished only upon request.
Contract Provisions	***3***	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	***3***	Furnished upon request.

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

1-02.4 Examination of Plans, Specifications, and Site of Work

1-02.4(1) General

(August 15, 2016 APWA GSP Option A)

The first sentence of the last paragraph is revised to read:

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, must request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

1-02.6 Preparation of Proposal

(December 10, 2020 APWA GSP, Option B)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace them with the following:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

1-02.7 Bid Deposit
(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

1-02.9 Delivery of Proposal
(2018 Sammamish)

Delete this section and replace it with the following:

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

If the project has FHWA funding and requires UDBE Written Confirmation Document(s) or Good Faith Effort (GFE) Documentation, then to be considered responsive, the Bidder shall submit Written Confirmation Documentation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification, form 272-056U, as required by Section 1-02.6. The UDBE Written Confirmation Document(s) and/or GFE (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The document(s) shall be received **no**

later than 24 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

By signing the Proposal, the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1) (g), as required per Section 1-02.14.

If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added. All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (UDBE confirmations, GFE documentation, or Certification of Compliance with Wage Payment Statutes) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

1-02.10 Withdrawing, Revising, or Supplementing Proposal
(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.13 Irregular Proposals
(October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:

- a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders
(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

1-02.15 Pre Award Information
(August 14, 2013 APWA GSP)

Revise this section to read:

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

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

SECTION 1-03, AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids
(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the

extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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

Within ***10*** calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of ***20*** additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:

- a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
 6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

(June 2006 City of Sammamish)

Section 1-03.4 is supplemented with the following:

The Contractor shall furnish both a 2 Year Maintenance Performance Bond and a Payment Bond, each in the full amount of the Contract price which shall guarantee the faithful performance of the Contract and the payment for all taxes, labor, material, Subcontractors and material suppliers. The Payment Bond shall be in force until completion of the project and acceptance by the Contracting Agency, and also for such period thereafter during which the law allows claims to be filed and sued upon. All Bonds required hereunder shall be issued by a corporate surety company authorized to do business in the state in which the Work is located, and which is also a company acceptable to the Contracting Agency, and on the form attached hereto.

1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

SECTION 1-04, SCOPE OF THE WORK

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

(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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

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

1-04.4(1) Minor Changes

(May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$25,000 or less may be made under the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

1-04.6 Variation in Estimated Quantities

(July 23, 2015 APWA GSP, Option B)

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than 10 percent of the total contract price at time of award. In that case, payment for contract work may be adjusted as described in Section 1-04.4.

SECTION 1-05, CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing *(October 1, 2005 APWA GSP)*

1-05.11(1) Substantial Completion Date

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

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The

Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

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

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

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

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

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

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

1-05.11(3) Operational Testing

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

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

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

1-05.12 Final Acceptance

Add the following new section:

1-05.12(1) One-Year Guarantee Period

(March 8, 2013 APWA GSP)

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

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

Cooperation with Other Contractors (1-05.14)

Section 1-05.14 is supplemented with the following:

(March 13, 1995)

Other Contracts Or Other Work

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

Utility Companies may choose to select their own forces or contractors to perform work on their facilities impacted by work performed as part of this Contract:

Utility Companies with facilities located within the work area are:

*** Sammamish Plateau Water and Sewer District ***
*** Puget Sound Energy***
*** Comcast Cable ***
*** Verizon ***
*** CenturyLink (Lumen)***
*** Williams Pipeline ***

(*****)

The Contractor shall coordinate work with the garbage and waste recycling collection contractors so that collection services to property owners are not interrupted by work for this Contract. If the Engineer determines it to be necessary, hours or work will be reduced on collection days to allow for collection services. No additional compensation will be allowed if the working hours are reduced on the days of waste and recycling collection.

Republic Service Contact

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Contract Administrator
Carla.Johnson2@republicservices.com
(425) 646-2533

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Municipal Sales Manager
WWeiker@republicservices.com
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Phone: 425-420-1701
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1-05.15 Method of Serving Notices
(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

Add the following new section:

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

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

SECTION 1-06, CONTROL OF MATERIAL

Approval of Materials Prior to Use
(June 2006 City of Sammamish)

Section 1-06 is supplemented with the following:

1. Within these Contract Documents, certain items are specified by brand, style, trade name, or manufacturer in order to set forth a standard of quality, and/or preference by the Contracting Agency. It is not the intent of these Specifications to exclude other processes or materials of a type and quality equal to those designated.
2. Whenever a manufacturer's name, brand, or item designation is given, it shall be understood that the words "or equal" follow such name or designation whether in fact they do so or not.
3. The phrase "or equal" is not to be construed to mean that material or equipment will be necessarily approved as equal by the Engineer; any such approval shall only be effective when the item has been specifically approved in advance and in writing by the Engineer.
4. No additional compensation or extension of time will be allowed the Contractor for any changes required to adopt substituted materials or equipment.

1-06.6 Recycled Materials
(January 4, 2016 APWA GSP)

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

Section 1-07.16 Protection and Restoration of Property

Private/Public Property

(March 19, 2010 City of Sammamish)

Supplement section 1-07.16(1):

Only equipment with rubber tires or smooth tracks will be allowed on the finished roads or road surfaces which are not to be reconstructed as a part of this Project. Tracks with cleats or other devices which damage the road surfacing will not be allowed. All outriggers shall be equipped with street pads.

Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007)

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

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement or construction within the project limits will be completed as follows:

Utility adjustments will be made during this contract. Some utility covers will be temporarily lowered prior to paving. All utilities covers will be adjusted once the top course of pavement is placed.

The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected Subcontractors, and all utility owners and their Contractors prior to beginning onsite work. Prior to any utility adjustments of utilities owned by Sammamish Plateau Water and Sewer District, the Contractor must attend an on-site meeting with SPWSD.

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

Sammamish Plateau Water and Sewer District*

Jim Konigsfeld
1510 228th Avenue SE
Sammamish, WA 98075
425.295.3217

*** Puget Sound Energy ***

Jeanne Coleman
35413 SE Douglas St
Snoqualmie, WA 98065
425.449.7410

Comcast (Cable/Fiber Optic)

Bianca Crawford
1525 75th Street SW, Suite 200
Everett, WA 98203
253.303.2723

*** Verizon ***

Brad Landis
425.229.3123

*** CenturyLink ***

Jesse Patjens
23315 66th Ave S
Kent, WA 98032
425.429.5722

*** Williams Gas Pipelines***

Clay Gustaves
22909 NE Redmond Fall City Rd.
Redmond, WA 98053
425.868.1010 ext. 2065

The Contractor shall give forty-eight (48) hours-notice to all utility companies/agencies involved where work is to take place and in all other respects comply with the provisions of Chapter 19.122 RCW. Notice shall include, but not be limited to, the utility companies/agencies serving the area.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(December 30, 2022 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- The Blueline Group
- Sammamish Plateau Water and Sewer District

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors.

The Contractor shall ensure that all subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.

3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor’s maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency’s recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy’s deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor’s completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers’ Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
-------------	-------------------------------------

1-07.18(5)C Workers' Compensation

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

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

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

(June 2006 City of Sammamish)

The Contractor shall be responsible for proper notification to and coordination with all school districts, police and fire departments, U.S. mail, and all other persons or agencies which provide public service types of business (refuse, etc.) which will be affected by this project, and written notification shall be given at least one (1) week in advance of construction. It shall be the Contractor's responsibility to keep the school district and fire departments and others fully advised of construction progress, any required detours, and also the time of completion of the project.

(January 2, 2012)

Work Zone Clear Zone

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

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

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

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

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

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

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

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

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

(*****)

Lane Closure Restrictions

Lane closures are subject to the following restrictions:

Standard lane closure times are restricted to:

7:00 am to 5:00 pm Monday through Friday unless shown on the “Lane Closure Map” located in APPENDIX B. Work within one block of streets shown on Lane Closure Map shall be restricted to those times as well. No lane closures are allowed on Saturdays or Sundays.

No lane closures will be permitted during the first week of school. August 28th to September 2nd.

Site Specific Restrictions:

Site A (): No additional restrictions

Site B (): Prior to starting work in front of QFC Entrances 1, 2, or 3, the Contractor shall coordinate traffic control measures with QFC contact. At a minimum one driveway entrance to QFC shall be open at all times.

The Contractor shall request in writing the use of expanded lane closure hours and provide a description of the work being performed during the lane closure hours.

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. No additional costs shall be incurred by the Contracting Agency for changes to lane closure time limits.

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

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

Delete this section and replace it with the following:

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

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

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

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

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

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

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters (May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference (October 10, 2008 APWA GSP)

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

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

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

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

Add the following new section:

1-08.0(2) Hours of Work (December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours

are being requested, and why. Requests shall be submitted for review no later than ***noon on the working day*** prior to the day the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting

(May 30, 2019 APWA GSP, Option B)

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify...".

Progress Schedule

General Requirements

Supplement Section 1-08.3(1) with the following:

(*****)

The Progress Schedule shall show work activities grouped by Sites located on the Plan's Vicinity Map.

1-08.3(2)A Type A Progress Schedule

(March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit ***3*** copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

Supplement Section 1-08.3 with the following:

Site Specific Scheduled

(*****)

In addition to the Type A Progress Schedule, the Contractor must provide the Engineer with a site specific work progression schedule before work within the site can begin. The schedule will show the flow of work throughout the site and the approximate days when planing and overlay will be performed. This schedule will be submitted during the preconstruction meetings described in Section 8-14.3.

1-08.3(2)D Weekly Look Ahead Schedule

(April 1, 2020 City of Sammamish)

This section is supplemented with the following:

The Contractor shall attend a weekly construction meeting with Contracting Agency. The meeting will include discussion of the weekly look ahead schedule, status of the work, utility coordination, and traffic control. The Contractor's superintendent/foreman shall attend and participate in the weekly construction meeting.

1-08.3(5) Payment

(*****)

Replace the fifth paragraph with the following:

All costs for providing Type A Progress Schedules, Weekly Look-Ahead Schedules, and Site Specific Schedules are considered incidental to other items of Work in the Contract.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

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

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement

of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

Time for Completion

Section 1-08.5 is supplemented with the following:

(March 13, 1995)

This project shall be physically completed within *** 30 *** working days.

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP)

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

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

1-09.9 Payments

(March 13, 2012 APWA GSP)

Supplement this section with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$20,000.

(January 19, 2022 APWA GSP)

Section 1-09.9 is revised to read:

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

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

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

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

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

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

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

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

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed.

The determination of payments under the contract will be final in accordance with Section 1-05.1.

Failure to perform any of the obligations under the Contract by the Contractor may be decreed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved.

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract, the Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

1-09.11(3) Time Limitation and Jurisdiction
(November 30, 2018 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any

such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13(1) General

(January 19, 2022 APWA GSP)

Revise this section to read:

Prior to seeking claims resolution through arbitration or litigation, the Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full as a condition precedent to the Contractor's right to seek claim resolution through binding arbitration or litigation.

Any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be resolved, as prescribed herein, through binding arbitration or litigation.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action which total \$1,000,000 or less, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action in excess of \$1,000,000, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

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

(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

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

1-09.13(3)A Arbitration General
January 19, 2022 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

SECTION 1-10, TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

1-10.2(1) General

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

(December 1, 2008)

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

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

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

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

Replace the first and second paragraph in Section 1-10.2(2) with the following:

(*****)

The minimum lane widths through traffic control zones shall be ten feet with a minimum shy distance of one foot to any pavement edge, shoulder obstruction, or traffic control device.

1-10.2(2) Traffic Control Plans

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

(*****)

The Contractor shall develop and submit traffic control plans for the various stages of Work. The plan(s) shall show a method of handling vehicle, bicycle and pedestrian traffic. Temporary access shall be provided for all ADA ramps within project limits. All construction signs, flaggers, spotters and other traffic control devices required to perform the Work are to be shown on the traffic control plan(s) except for emergency situations. If flagging is to be performed during hours of darkness, the plan shall include appropriate illumination for the flagging station.

The traffic control plans shall conform to the established standards for plan development as shown in the MUTCD, Part 6 and WSDOT Standard Plans, and the most current edition of the PROWAG. The traffic control plans shall be provided to the Engineer for approval at least 10 calendar days in advance of the item the signs and other traffic control devices are scheduled to be installed and utilized. The Contractor shall be solely responsible for submitting proposed traffic control plans or modification, obtaining the Engineer's approval and providing copies of the approved Traffic Control Plans to the Traffic Control Supervisor.

All roads shall remain open to local traffic during construction. Cul-de-sacs less than four hundred (400) feet in length may be temporarily closed during the paving process provided that proper advance notification is given to the local residences. All streets shall be open to traffic at the end of the work day.

On Street Parking Restrictions

(*****)

On streets where parking is normally allowed, the Contractor shall furnish and place "No Parking" signs where parking is to be prohibited. Sign spacing shall be a maximum of 200 ft apart with a minimum of three signs per block face. The signs shall be highly visible to motorists from all approaches to the area where parking is to be restricted. The signs shall be posted at least two full working days in advance of any construction activity and shall state the date and times when parking will be prohibited.

No Parking signs shall be removed or restriction dates and times on the signs shall be updated when No Parking signs are in place and no Work requiring parking restrictions is scheduled to be performed within the next five working days.

1-10.3 Traffic Control Labor, Procedures, and Devices

Section 1-10.3 is supplemented with the following:

(*****)

Public Noticing

Contractor shall provide notice to property owners impacted by No Parking restrictions and paving operations when "No Parking" signs are installed. Format and information on Notice shall be approved by the Engineer prior to publication and delivery. At a minimum the Notice shall provide a summary of schedule for major items of work requiring lane or road

closures. Noticing includes delivery of publication to each property owner and maintaining general information or work and dates on signs located at limits of work. Property owners shall be re-noticed with updated schedules when schedules are delayed by more than five working days.

1-10.3(2)A Traffic Control Procedures

One-Way Traffic Control

Section 1-10.3(2)A is supplemented with the following:

(*****)

The total delay for any vehicle due to alternating one way flagging operations shall be 15 minutes or less through the work area with a maximum of 2 separate flagging operations at any given time through the work area in a Work Site.

(*****)

QFC

At a minimum one driveway entrance to QFC shall remain open at all times. The Contractor shall coordinate directly with QFC contact for delivery schedule and route, and driveway closures.

1-10.3(3)C Portable Changeable Message Sign

Section 1-10.3(3)C is revised to read:

Where shown on a traffic control plan or where ordered by the Engineer, the Contractor shall provide, operate, and maintain a portable changeable message sign (PCMS), or truck-mounted PCMS. Truck-mounted PCMSs are permanently affixed to a traffic control vehicle and meant to be mobile.

All trailer mounted PCMS Signs shall be Mini Size, with approximate display panel sizes of 7ft to 8ft wide and 3.5ft to 4ft high.

When feasible, position PCMS to provide at least 2 feet of lateral clearance from the nearest open lane and transversely delineate with at least 3 channelization devices. For truck-mounted PCMSs, provide 2 feet of lateral clearance when feasible but transverse delineation is not required.

The Contractor shall remove these devices from the work zone clear zone when not in use unless protected by barrier or guardrail.

1-10.4 Measurement

1-10.4(2) Item Bids With Lump Sum for Incidentals

Revise the pay item name to read:

“Other Temporary Traffic Control”, lump sum.

1-10.5 Payment

Section 1-10.5 is supplemented with the following:

1-10.5(2) Item Bids with Lump Sum for Incidentals

(November 30, 2018 APWA GSP)

Revise the names of the third pay items to read:

“Flaggers”, min. Bid \$50.00, per hour.

(*****)

Revise the units for the seventh pay item to read:

“Portable Changeable Message Sign”, per lump sum.

The lump sum Contract payment shall be full compensation for procuring, maintaining, updating and moving 2 PCMS signs on Klahanie Dr beginning 5 working days prior to start of construction.

Section 1-10.5(2) shall be supplemented with the following:

“Traffic Control Supervisor”, lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10. If the Traffic Control Supervisor is flagging, the Traffic Control Supervisor will not be paid as a flagger.

“Other Temporary Traffic Control”, lump sum.

The lump sum Contract payment shall be full compensation for temporary traffic control not included in other bid items, including but not limited to, traffic control signage, spotters, and construction signage.

**DIVISION 2
EARTHWORK**

SECTION 2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

Section 2-01.1 is supplemented with the following:

(*****)

The Contractor shall clear, grub, and clean up those areas within the Right-of-Way as shown in the Plans or as necessary to construct the proposed improvements. This Work includes protecting from harm all trees, bushes, shrubs, or other objects selected to remain and removal of bushes, tree limbs, trees or other vegetation as necessary to construct and utilize the improvements. To provide drawing clarity, not all vegetation to be removed is shown in the Plans or called out to be removed or trimmed. All vegetation ten (10) feet above the finished walkway grade shall be trimmed or removed.

Site Preparation

This work consists of notifying property owners; removing vegetation, debris and traffic items; and preparing the roadway surface for paving.

Materials

Cationic Emulsified Asphalt (CSS-1) and Clean No. 4-0 Paving Sand.

2-01.3 Construction Requirements

Section 2-01.3 is supplemented with the following:

(*****)

Existing landscaping, including, but not limited to, sod, rockeries, beauty bark, decorative gravel or rock, bushes, and shrubbery adjacent to the work area shall be protected from damage. The cost of this work shall be included in the bid item for Site Preparation.

Work within this section also includes the Contractors giving written communication with homeowners about removing landscape material.

Site Preparation

A description of Work Specific to each site is detailed on the plans. Work may include some or all of the following items:

- Notifying all residents with property adjacent to the roadway with door hangers, lettering, direct communication, etc. prior to any work beginning.
- Trim tree branches per Section 1-07.16(2) and remove all vegetation that interferes with other contract work.
- Remove dirt and debris to expose the pavement edges along streets to be paved.
- Remove all existing permanent traffic control items from the existing pavement surface.
- Clean the pavement surface to meet the requirements of Section 5-04.3(5)A.
- Haul away and dispose of all material removed.
- Crack seal longitudinal and transverse cracks and joints per Section 5-04.3(5)C

2-01.3(3) Limbing

Section 2-01.3(3) is supplemented with the following:

Trees outside the right of way with branches extending into the right of way shall be limbed at tree to provide a 10-foot vertical clearance over the proposed sidewalk.

2-01.4 Measurement

Delete Section 2-01.4 and replace it with:

(*****)

Clearing, grubbing, and limbing are all considered incidental to other bid items.

Site ___ Preparation shall be measured per lump sum for each site.

2-01.5 Payment

Delete Section 2-01.5 and replace it with:

(*****)

Clearing, grubbing, and limbing are all considered incidental to other bid items. No additional payments will be made for clearing, grubbing or limbinig.

Payment will be made in accordance with Section 1-04.1, for each of the following Bid Items that are included in the Proposal:

“Site _____ Preparation”, per Lump Sum.

The unit Contract price per each for “Site _____ Preparation” shall be full pay for all costs necessary to complete the work.

**DIVISION 4
BASES**

SECTION 4-04, BALLAST AND CRUSHED SURFACING

4-04 Measurement
(*****)

Delete the last sentence and replace with the following:

No measurement will be made for water used in placing and compacting surfacing materials.

**DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS**

SECTION 5-04, HOT MIX ASPHALT

5-04 Hot Mix Asphalt

(January 31, 2023 APWA GSP)

*(*****)*

Delete Section 5-04, Hot Mix Asphalt, and replace it with the following:

5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

*(*****)*

Supplement this section with the following:

HMA for overlay shall include Forta-Fi aramid fibers.

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement (RAP)	9-03.8(3)B, 9-03.21
Reclaimed Asphalt Shingles (RAS)	9-03.8(3)B, 9-03.21
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the

Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP.

If the Contractor wishes to utilize High RAP/Any RAS, the design must be listed on the WSDOT Qualified Products List (QPL).

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01. Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

(*****)

Supplement this section with the following:

Aramid Fiber Reinforcement

Provide a blend of virgin polyolefins and virgin aramid fibers conforming to the requirements below.

Physical Properties (Aramid):

Materials	Forta-Fi Aramid
Length	3/4-inch ± 10 percent
Specific Gravity	1.44
Acid/Alkali Resistance	Inert
Tensile Strength	400,000 psi

Physical Properties (Polyolefins):

Materials	Forta-Fi Aramid
Length	3/4-inch ± 10 percent
Specific Gravity	0.91

Fiber Additive Length Verification

Obtain two 0.5 pound samples of the selected fiber additive. One sample shall be obtained prior to production and one sample shall be randomly obtained by the Engineer during production. Measure length of at least 20 fibers or fiber groups to the nearest 0.05 inch.

5-04.2(1) How to Get an HMA Mix Design on the QPL

If the Contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

5-04.2(2) Mix Design – Obtaining Project Approval

No paving shall begin prior to the approval of the mix design by the Engineer.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the Contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the Contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall:

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324 or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Mix Design. Approval of a mix design for “Commercial Evaluation” will be based on a review of the Contractor’s submittal of WSDOT Form 350-042 (for commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of ESALs appropriate for the required use.

5-04.2(2)B Using Warm Mix Asphalt Processes

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer’s approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

(*****)

ESAL value on Klahanie Dr SE is 930,000.

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) Paving Under Traffic

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed, and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

Plants used for the preparation of HMA shall conform to the following requirements:

- 1. Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the

asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.

2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field-testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
 - a. A mechanical sampling device attached to the HMA plant.
 - b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The Contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling

hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless otherwise required by the Contract.

Where an MTD/V is required by the Contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The

number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one-part water to one-part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

(*****)

Section 5-04.3(4)A is supplemented with the following:

(NWR February 9, 2004)

The Contractor shall limit the amount of tack coat placed to that amount that will be fully covered by the asphalt overlay at the end of each work shift.

In accordance with Section 1-07.15(1) Spill Prevention, Control and Countermeasures Plan (SPCC), as part of the SPCC the Contractor shall address the mitigating measures to be taken in the event that the paving operation is suspended or terminated prior to the asphalt for tack coat being fully covered.

5-04.3(4)A Crack Sealing

When the Proposal includes a pay item for crack sealing, seal cracks in accordance with Section 5-03.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to

distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1"	0.35 feet
HMA Class 3/4" and HMA Class 1/2"	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class 3/8"	0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation, the aggregate properties of sand equivalent, uncompacted void content, and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

- a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. **Job Mix Formula Adjustments** – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

- a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
- b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent.

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per subplot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall be tested.

Sampling and testing HMA in a structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a CPF shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a CPF using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	Factor "f"
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (V_a) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the CPF.

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, V_a . The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the CPF.

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a CPF of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or Roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core", the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core", the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

For a subplot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the subplot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control

will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction – Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 400 tons, whichever is less except that the final subplot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

The subplot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each subplot, with one test per subplot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a subplot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92%, a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection - A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection - An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the CPF of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PF for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

Joints

Section 5-04.3(12) is supplemented with the following:

(*****)

Feathered Joints

Where called for in the Plans, the HMA overlay shall be feathered to produce a smooth riding connection to the existing pavement.

HMA utilized in the construction of the feathered connections shall be modified by eliminating the coarse aggregates from the mix at the Contractor's plant or the commercial source or by raking the joint on the roadway, to the satisfaction of the Engineer.

(*****)

Joint Sealing

The Contractor shall seal and sand all joints placed against existing pavement and on pavement cuts made for utility structure adjustments with joint sealant meeting the requirements of Section 9-04.10.

Longitudinal Joints

Supplement section 5-04.3(12)B with the following:

(*****)

Notched wedge joints may be eliminated on streets with cul-de-sacs; and wearing surfaces that are 1.5 inches thick or less.

Hot steam is required when paving multiple lanes of traffic in the same direction.

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed, and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the

joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than $\frac{1}{2}$ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

Bridge Paving Joint Seals shall be in accordance with Section 5-03.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than $\frac{1}{8}$ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than $\frac{1}{4}$ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum

of \$500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving and Pre-Planing Briefing (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing Bituminous Pavement

The planing plan must be approved by the Engineer and a pre-planing meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planing submittals.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

Planing Bituminous Pavement
Section 5-04.3(14) is supplemented with the following:

(*****)
Once planing has begun on a street, the street shall be resurfaced within ten (10) working days.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition, the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:

- a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial

closure must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.
3. Haul routes from supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA supplier facilities to be used.
5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to

other entities and to public safety and convenience, including driveway and business access, garbage truck operations, transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other Contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both the Paving and Planing:
 - a. The actual times of starting and ending daily operations.
 - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
 - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, public convenience and safety, and other Contractors who may operate in the Project limits.
 - d. Notifications required of Contractor activities and coordinating with other entities and the public as necessary.
 - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and paving.
 - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.
 - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, streetcar rail, and castings, before planing as per Section 5-04.3(14)B2.
 - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
 - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
 - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
 - a. When to start applying tack and coordinating with paving.

- b. Types of equipment and numbers of each type of equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type of equipment as it relates to meeting Specification requirements.
- c. Number of JMFs to be placed, and if more than one JMF is used, how the Contractor will ensure different JMFs are distinguished, how pavers and how MTVs are distinguished, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
- d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and supplier shutdown of operations.
- e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

Section 5-04.3 is supplemented with the following:

HMA Wide Thickened Edge

(***)**

Construct HMA thickened edge at all locations where current thickened edge exists, per the plans, and as engineer directs. Water berms and drainage berms that currently exist along pavement edges and across driveways are also considered wide thickened edges. HMA for the wide thickened edge will be paid for under HMA CI. ___ PG ___.

5-04.3(17) Fiber Reinforcement

Add Section 5-04.3(17) as follows:

Application Rate

Aramid fibers may be added by a fiber vendor representative or the HMA supplier using equipment at the HMA batch plant. If the HMA supplier chooses to have a fiber vendor representative add the fibers, the HMA supplier shall coordinate with the fiber vendor representative to accommodate the addition of fiber to the HMA at the rate recommended by the fiber manufacturer.

Mixing During HMA Production

- a. When a batch plant is used, add aramid fiber to the aggregate in the weight hopper and increase dry mixing time sufficiently to ensure that the fiber is uniformly distributed before the injection of liquid asphalt into the mixture. HMA wet mixing time should also be increased. Fiber is uniformly distributed when there are no fiber clumps with a diameter greater than ½ inch.
- b. When a drum plant is used, inject fibers through the RAP collar by placing fibers on the RAP belt or by feeding them through an air-conveyor feeder. Fibers can also be introduced through existing fiber intake openings. Rate the feeding of fibers with the rate the plant is producing asphalt mix. If a fiber-metering device is used, it must be properly calibrated for aramid fiber to deliver the fiber at the correct rate.

Job Mix Formula

When aramid fiber reinforced HMA is used, design asphalt mix without fiber and do not alter the final mix design for the addition of fiber at the plant.

5-04.4 Measurement

HMA Cl. ___ PG ___ Fiber Reinforcement will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Planing Bituminous Pavement will be measured by the square yard.

No separate measurement will be made for the force account item, "Anti-Stripping Additive".

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

"HMA Cl. ___ PG ___ Fiber Reinforcement", per ton.

The unit Contract price per ton for "HMA Cl. ___ PG ___ Fiber Reinforcement" shall be full compensation for all costs incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

"Planing Bituminous Pavement", per square yard.

The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

"Anti-Stripping Additive", per force account.

Anti-Stripping Additive shall be paid by invoice submitted to the Engineer.

(January 13, 2021)
Asphalt Cost Price Adjustment

The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The adjustment will be applied to partial payments made according to Section 1-09.9 for the following bid items when they are included in the proposal:

“HMA Cl. ___ PG ___ Fiber Reinforcement”

The adjustment is not a guarantee of full compensation for changes in the cost of asphalt binder. The Contracting Agency does not guarantee that asphalt binder will be available at the reference cost.

The Contracting Agency will establish asphalt binder reference costs twice each month and post the information on the Agency website at: <https://wsdot.wa.gov/business-wsdot/how-do-business-us/public-works-contracts/payments-reporting/asphalt-binder-reference-cost>. The reference cost will be determined using posted prices furnished by Poten & Partners, Inc. If the selected price source ceases to be available for any reason, then the Contracting Agency will select a substitute price source to establish the reference cost.

Price adjustments will be calculated one time per month. No price adjustment will be made if the Current Reference Cost is within +/-5% of the Base Cost. Reference costs for projects located in Eastern versus Western Washington shall be selected from the column in the WSDOT website table labeled “Eastern”, or “Western”, accordingly. The adjustment will be calculated as follows:

If the reference cost is greater than or equal to 105% of the base cost, then Asphalt Cost Price Adjustment = (Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).

If the reference cost is less than or equal to 95% of the base cost, then Asphalt Cost Price Adjustment = (Current Reference Cost – (0.95 x Base Cost)) x (Q x 0.056).

Where: Current Reference Cost is selected from the website table based on the “Date Effective” that immediately precedes the current month’s progress estimate end date. For work completed after all authorized working days are used, the adjustment will be based on the posted reference cost during which contract time was exhausted.

Base Cost is selected from the website table based on the “Date Effective” that immediately precedes the contract bid opening date, and shall be a constant for all monthly adjustments.

Q = total tons of all classes of HMA paid in the current month’s progress payment.

“Asphalt Cost Price Adjustment”, by calculation.

“Asphalt Cost Price Adjustment” will be calculated and paid for as described in this section. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

DIVISION 7 DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

SECTION 7-05, MAHOLES, INLETS, CATCH BASINS, AND DRYWELLS

(*****)

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT MANHOLES

7-05.1 Description

This Work also consists of temporarily lowering Sammamish Plateau Water and Sewer District (SPWSD) manholes; adjusting manholes to final grade; and restoring the areas disturbed by the adjustments in accordance with the Plans, these Specifications and the Standard Plans.

7-05.2 Materials

Per Section 7-05.2.

All grout shall meet the nonshrink requirements of Section 9-20.3(2), except for the testing requirements of Section 9-20.3, unless required in writing by SPWSD.

“Jetset” shall not be allowed for any grouting.

7-05.3 Construction Requirements

Where shown in the Plans, encountered during paving operations, or where directed by the Engineers, existing manholes shall be adjusted to grade.

When there will be a change in final grade or in the road section, existing sanitary sewer cast iron frames and covers (“casting”) shall be raised to match finish grade only after installation of the final HMA top course. The materials and method of construction shall conform to the requirements specified below, and the finished Structure shall conform to the requirements of the SPWSD Manhole Pavement Patch Detail for Paved Areas and the associated General Notes. The use of “pavers” or any other adjusting ring that sits on top of the existing casting shall not be permitted.

When it is necessary to temporarily lower the manhole, the manhole frames shall be removed in a manner that does not allow debris to fall into the structure. The manhole frames and lids shall be stored by the Contractor in a safe manner that will not cause damage. The manhole access hole shall be temporarily covered with a steel plate. The void above the plate shall be backfilled flush with the surrounding ground surface. Hot or cold mix HMA shall be used for backfill within four inches of the surface when the manhole is located in a paved roadway.

Prior to paving, the casting shall be marked with a Utility Adjustment Marker and/or an offset survey stake. The casting shall be raised to finished grade within seven (7) working days after the HMA top lift has been placed unless otherwise approved in writing by the Engineer. The Contractor shall notify SPWSD before raising any casting, and again when the Work is complete and ready for approval. The Contractor shall warranty the adjustment area free from leaks for one-year. The Contractor shall notify the Utility of any

existing casting that is damaged. Any casting damaged by the Contractor shall be immediately replaced in kind by the Contractor at no cost to the Utility or the City.

To raise the existing cast iron ring and cover to grade, the Contractor shall locate the casting using a metal detector, and if there is any question on the general location SPWSD shall be contacted before any pavement removal begins. The existing asphalt surrounding the casting shall be neatly removed in a maximum 6-foot diameter circle that is centered on the casting, and to a minimum depth of 12-inches, or as needed to expose the existing adjustment rings, whichever is greater.

As soon as the manhole cover is accessible, the Contractor shall install channel boards in the bottom of the manhole to prevent debris from fouling the sanitary pipeline. Channel boards shall be made to fit in the base of the manhole and completely cover the manhole channel. The Contractor is hereby informed that entering a sanitary sewer manhole could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as are necessary or required by law to prevent injury to personnel and damage to property.

The existing cast iron ring and cover shall first be removed and thoroughly cleaned before reinstalling at the new elevation. Any existing adjustment bricks shall be removed and disposed of offsite. The Contractor shall install adjustment rings, and tilting the frame as necessary to match the existing final grade. New adjustment bricks recessed for grouting, can be utilized. Grout shall be installed between the adjustment rings as they are installed, and on the outside of the manhole neck. The interior surface of the manhole neck shall only be grouted after installation of the final HMA patch. Grout the casting in place.

Backfill around the structure with crushed surfacing top course (CSTC) compacted to 95% modified proctor. Install 1/2" HMA in 2-inch lifts, to a compacted depth equal to the existing pavement or a minimum of 4-inches, whichever is greater. Apply tack to all edges and seal the finished joints with tar and sand. The final HMA patch shall meet the surface smoothness requirements of Section 5-04.3(13). Failure to meet these requirements, or if the casting is lower than the final grade, the entire patch shall be removed and reinstalled.

After installation of the HMA patch, the manhole's interior neck shall be grouted, all debris cleaned from the bottom of the manhole, and the channel boards removed. The grout shall not be run onto the cast iron ring.

Adjusting Manholes and Catch basins to Grade

Section 7-05.3(1) is supplemented with the following:

(*****)

Where called for on plans, or where the height of the existing manhole or catch basin will prevent planing or paving to a consistent line and grade, the existing utility shall be lowered prior to planing or pavement removal, and adjusted to the finished grade after the HMA over is complete.

Manholes, catch basins and inlets to be temporarily lowered shall have their frames and grades marked with identifiable paints. Structures with covers removed for temporarily lowering shall be covered with a steel plate. Rings and covers temporarily removed shall be stored by the Contractor in a safe place on the project site.

Debris from lowering and adjusting of the manholes, catch basins and inlets shall be removed from the project.

Contractor shall provide a visible reference to the location of each manhole, catch basin, and inlet to be temporarily lowered.

(*****)

Where shown in the Plans or where directed by the Engineer, manhole or catch basin adjusting rings shall be completely reconstructed during adjustment.

Where shown in the Plans or where directed by the Engineer, a catch basin may be raised before paving with the use of a riser. Catch basin shims must be metal or composite, no wood.

(*****)

No utility adjustment work is to begin before 8:00am

7-05.4 Measurement

Section 7-05.4 is supplemented with the following.

(*****)

“Adjust Manhole – ____”, will be measured per each unit adjusted to finish grade.

No measurement will be made to adjust gas valve boxes to grade. Contractor shall coordinate directly with PSE to adjust gas valve boxes within the project.

No measurement will be made to temporarily lower manholes, catch basins, or inlets. No additional measurement will be made for adjusting structures that have reconstructed adjusting rings.

7-05.5 Payment

Section 7-05.5 is supplemented with the following:

(*****)

Payment will be made in accordance with Section 1-04.1, for each of the following Bid items that are included in the Proposal:

“Adjust Manhole – ____” per each.

The unit Contract price per each for “Adjust Manhole – ____” shall be full pay for all costs necessary to make the adjustments to manholes including locating, backfilling, risers and restoration of adjacent areas in a manner acceptable to the Engineer.

SECTION 7-12, VALVES FOR WATER MAINS

(*****)

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT WATER VALVES

7-12.1 Description

This Work also consists of temporarily lowering valve boxes or clean-out castings that interfere with construction; adjusting valve boxes and clean-out castings to grade; and restoring the areas disturbed by the adjustments.

7-12.2 Materials

Per Section 7-05.2

7-12.3 Construction Requirements

Adjusting Valve Box Casting or Clean-out Castings to Grade

When there will be a change in final grade or in the road section, the existing valve box or clean-out casting (“casting”) shall be raised to match finish grade only after installation of the final HMA top course. The materials and method of construction shall conform to the requirements specified below, and the requirements of the Valve Box Pavement Patch Detail for Paved Areas. The use of “pavers”, slip cans, or any other adjusting ring that sits on top of the existing casting shall not be permitted.

When it is necessary to temporarily lower the valve box or clean-out, the top section of the valve box shall be removed in a manner that does not allow debris to fall into the lower section of the valve box. The casting and lids shall be stored by the Contractor in a safe manner that will not cause damage. The bottom section shall be temporarily covered with a steel plate. The void above the plate shall be backfilled flush with the surrounding ground surface. Hot or cold mix HMA shall be used for backfill within four inches of the surface when the valve is located in a paved roadway.

Prior to paving, the casting shall be marked with a Utility Adjustment Marker and/or an offset survey stake. The casting shall be raised to finished grade within seven (7) working days after the HMA top lift has been placed unless otherwise approved in writing by the Engineer. The Contractor shall notify the SPWSD before raising any casting, and again when the Work is complete and ready for approval. The Contractor shall notify the SPWSD of any existing casting that is damaged. Any casting damaged by the Contractor shall be immediately replaced in kind by the Contractor at no cost to the SPWSD or the City.

To raise the existing valve box casting to grade, the Contractor shall locate the casting using a metal detector, and if there is any question on the general location the SPWSD shall be contacted before any pavement removal begins. The existing asphalt surrounding the casting shall be neatly removed in a maximum 3-foot diameter circle that is centered on the casting. Excavate to a depth necessary to raise the casting and verify that the casting overlaps the soil pipe by 3-inches. If additional height is needed to obtain the

required overlap, install a short spool of soil pipe. The pipe and valve box top shall be centered over the valve nut. If the distance between finish grade and the top of the valve nut is greater than 36-inches, the SPWSD shall be notified so that an operating nut extension can be provided to the Contractor for installation as part of the adjustment.

Backfill around the casting with crushed surfacing top course (CSTC) compacted to 95% modified proctor. Install ½" HMA in 2-inch lifts, to a compacted depth equal to the existing pavement or a minimum of 4-inches, whichever is greater. Apply tack to all edges and seal the finished joints with tar and sand. The final HMA patch shall meet the surface smoothness requirements of Section 5-04.3(13). Failure to meet these requirements, or if the casting is lower than the final grade, the entire patch shall be removed and reinstalled.

Adjusting Meter Boxes to Grade

When there will be a change in final grade, the road section, or the roadway shoulder, existing concrete or plastic valve boxes ("meter boxes") shall be raised to match finish grade only after installation of the final HMA top course. The materials and method of construction shall conform to the requirements specified below.

Prior to paving, the meter box shall be marked with a Utility Adjustment Marker and/or an offset survey stake. If an existing plastic meter box will be within the final HMA paved portion of the roadway, the SPWSD shall be notified prior to paving to allow the SPWSD the opportunity to replace it with a concrete box. The meter box shall be raised to finished grade within seven (7) working days after the HMA top lift has been placed unless otherwise approved in writing by the Engineer. The Contractor shall notify the SPWSD before raising any meter box, and again when the Work is complete and ready for approval. The Contractor shall notify the SPWSD of any existing meter box that is damaged. Any meter box damaged by the Contractor shall be immediately replaced in kind by the Contractor at no cost to the SPWSD or the City.

To raise the existing meter box to grade, the Contractor shall locate the box, and if there is any question on the general location the SPWSD shall be contacted before any pavement removal begins. The existing asphalt surrounding the valve box shall be neatly removed. Pavement removal shall be centered on the box and shall not extend more than 12-inches from the edge of the box. Excavate to a depth necessary to remove the entire box. Install crushed surfacing top course (CSTC) compacted to 95% modified proctor as needed to raise the finish grade of the meter box. The meter box shall than be reinstall tilting the box as necessary to match the existing final grade.

Backfill around the meter box with CSTC compacted to 95% modified proctor. Install ½" HMA in 2-inch lifts, to a compacted depth equal to the existing pavement or a minimum of 4-inches, whichever is greater. Apply tack to all edges and seal the finished joints with tar and sand. The final HMA patch shall meet the surface smoothness requirements of Section 5-04.3(13). Failure to meet these requirements, or if the box is lower than the final grade, the entire patch shall be removed and reinstalled.

Section 7-12.3 is supplemented with the following:

(*****)

Where called for on the plans, or where the height of the valve box will prevent paving to a

consistent line and grade, the existing valve boxes shall be lowered prior to planing and adjusted to the finished grade after the asphalt overlay is complete.

Valve boxes shall be lowered sufficiently to allow the planer or paver to maintain a continuous profile and grade.

Debris from lowering and adjusting of the manholes, catch basins and inlets shall be removed from the project.

Contractor shall provide a visible reference to the location of each valve box to be temporarily lowered.

(*****)

No utility adjustment work is to begin before 8:00am.

7-12.4 Measurement

Section 7-12.4 is supplemented with the following:

(*****)

“Adjust Valve Box - _____”, per each unit adjusted to finish grade.

No measurement will be made to temporarily lower valve boxes or adjust meter boxes to grade.

7-12.5 Payment

Section 7-12.5 is supplemented with the following:

(*****)

The unit contract price per each for “Adjust Valve Box - _____” shall be full pay for all costs necessary to make the adjustment including temporary lowering and final adjustments, locating, backfilling and restoration of adjacent areas in a manner acceptable to the Project Engineer.

Adjusting meter boxes to grade shall be incidental to and included in other items of work. No separate payment shall be made for adjusting meter boxes.

DIVISION 8 MISCELLANEOUS CONSTRUCTION

SECTION 8-09, RAISED PAVEMENT MARKERS

8-09.4 Measurement

(*****)

“Raised Pavement Marker Type 2” shall be measured per hundred installed.

8-09.5 Payment

(*****)

Payment will be made for each of the following Bid items that are included in the Proposal:

“Raised Pavement Marker Type 2”, per hundred.

The unit Contract price per hundred for “Raised Pavement Marker Type 2” shall be full pay for furnishing and installing the markers including adhesive, color as indicated on the plans.

SECTION 8-13, MONUMENT CASES

8-13.1 Description

Section 8-13.1 is supplemented with the following:

(*****)

This work consists of adjusting monument cases or furnishing and installing riser rings between case and cover per Plans.

8-13.3 Construction Requirements

Section 8-13.2 is supplemented with the following:

(*****)

Adjusting Monument Cases

Riser rings may be installed along 247th PI SE, 246th Ave SE, and 244th PI SE. Monument cases shall be adjusted on Klahanie Dr SE. See Public Works Standards Section 15.050 for a complete list of arterial roadways.

The monument case and cover shall be adjusted either by removing and resetting the case after the paving operation is complete, or by installing riser rings between the case and cover. The contractor shall be responsible for referencing the location of the monument case and cover for locating after paving is complete. The case and cover shall be cleaned prior to being reset. The adjusted elevation of the cover shall be ¼ inch below the level of the finished pavement.

If riser rings are used, it is the Contractor’s responsibility to verify the diameter of the existing monument case prior to installation.

If riser rings are used, the final elevation difference between the monument and the pavement

shall not exceed 3/8". If the difference is larger, the monument must be adjusted to grade and no payment for the riser ring will be issued.

The Contractor shall use care to avoid disturbing the monument inside the monument case. Monuments damaged or disturbed by Contractor's operations shall be repaired and re-established by a Licensed Land Surveyor at no cost to the Contracting Agency.

8-13.4 Measurement

Section 8-13.4 is supplemented with the following:

(*****)

Adjust monument case and cover will be measured per each for raising the monument case and cover to final grade.

Adjust monument case and cover – riser will be measured per monument riser ring placed before paving and not removed during a later adjustment. If the monument is adjusted to grade after the use of a riser ring, no payment for the riser ring will be issued.

8-13.5 Payment

Section 8-13.5 is supplemented with the following:

(*****)

"Adjust Monument Case and Cover", per each.

"Adjust Monument Case and Cover" per each shall be full pay for tools, materials, labor, and equipment to raise monument case and cover.

"Adjust Monument Case and Cover – Riser", per each shall be full pay for tools, materials, labor and equipment to add riser ring to monument case and cover.

SECTION 8-22, PAVEMENT MARKINGS

8-22.1 Description

(*****)

Section 8-22.1 is supplemented with the following:

Pavement markings shall conform to Section 8-22 of the Standard Specifications, and the latest edition and amendments thereto of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State of Washington, and shall be constructed as shown in the Plans except as modified herein.

The Contractor shall be responsible for all traffic control required to place and protect pavement marking material, as outlined in Sections 1-07.23 and 1-10 of the Standard Specifications and these Special Provisions.

Temporary pavement markings as outlined in Section 8-23 are incidental to the pavement markings bid items.

8-22.2 Materials

(*****)

This Section is supplemented with the following:

Plastic pavement marking materials shall be Type A – liquid hot applied thermoplastic unless indicated otherwise in the Contract Documents.

8-22.3 Construction Requirements

Section 8-22.3 is supplemented with the following:

(*****)

All striping must be completed within 30 calendar days after paving is completed.

(*****)

Contractor is to reference and document existing striping prior to resurfacing using a method that is reproduceable after paving is complete. Contractor is to lay out striping to existing conditions unless otherwise noted on the Plans. Striping layout must be approved by the City’s Traffic Engineering Department before final striping.

8-22.5 Payment

(*****)

Section 8-22.5 is modified as follows:

Payment will be made for each of the following Bid items that are included in the Proposal:

- “Paint Line”, per linear foot.
- “Plastic Wide Line”, per linear foot.
- “Plastic Stop Line”, per linear foot.
- “Plastic Traffic Arrow”, per each.
- “Plastic Crosswalk Line”, per square foot.

The unit contract price for “Paint Line” per linear foot, “Plastic Wide Line” per linear foot, “Plastic Stop Line” per linear foot, “Plastic Traffic Arrow” per each, and “Plastic Crosswalk Line” per square foot shall be full payment for all costs to perform the Work as described in Section 8-22.

DIVISION 9 MATERIALS

AGGREGATES

Aggregates for Hot Mix Asphalt

HMA Proportions of Materials

(*****)

Revise section 9-03.8(6) with the following:

For residential streets the minimum aggregate gradation control point for the No. 8 Sieve is 40% passing.

SECTION 9-03, AGGREGATES

9-03.6 Vacant

Delete this Section and replace it with the following:

9-03.6 Aggregates for Asphalt Treated Base (ATB)

(May 5, 2015 APWA GSP)

9-03.6(1) General Requirements

Aggregates for asphalt treated base shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev. 30% max.
Degradation Factor 15 min.

9-03.6(2) Grading

Aggregates for asphalt treated base shall meet the following requirements for grading:

Sieve Size	Percent Passing
2"	100
½"	56-100
No. 4	32-72
No. 10	22-57
No. 40	8-32
No. 200	2.0-9.0

All percentages are by weight.

9-03.6(3) Test Requirements

When the aggregates are combined within the limits set forth in Section 9-03.6(2) and mixed in the laboratory with the designated grade of asphalt, the mixture shall be capable of meeting the following test values:

% of Theoretical Maximum Specific Gravity (GMM) (approximate)	93@ 100 gyrations
AASHTO T324, WSDOT TM T718 or ASTM D3625 (Acceptable anti-strip evaluation tests)	Pass

The sand equivalent value of the mineral aggregate for asphalt treated base (ATB) shall not be less than 35.

APPENDICES
(July 12, 1999)

The following appendices are attached and made a part of this Contract:

APPENDIX A:
 Prevailing Wage Rates

APPENDIX B:
 Lane Closure Map

APPENDIX A
Prevailing Wage Rates

Washington State Prevailing Wage Rates for Public Works Contracts

Department of Labor and Industries wage rates can be found at the following website address:

- <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>

Based upon the submittal deadline for this project the wage publication effective date to use is:

- **June 13th, 2023**

The county in which the public works project is located is:

- **King County**

A copy of this wage rate is available for viewing in our office located at:

- City of Sammamish Public Works Department
801 228th Ave SE
Sammamish, WA 98075

The City will mail or e-mail a copy of the applicable wage publication upon request:

- **To request a copy via e-mail please e-mail your request to**

Jim Grueber at jgrueber@sammamish.us

- **To request a copy via mail please call (425) 295-0574**

APPENDIX B
LANE CLOSURE MAP

City of Sammamish Lane Closure Restrictions

Lane Closure Times

- █ 9:30am - 3:30pm
- █ 9:30am - 3pm
- █ 9am - 3pm

