

ADVERTISEMENT FOR BIDS
CITY OF PORT ORCHARD
2022 CITY WIDE ASPHALT REPAIR PROJECT
CONTRACT NO. C046-22

Notice is hereby given that sealed bids will be received at the office of the City Clerk for the City of Port Orchard, 216 Prospect Street, Port Orchard, WA 98366 until 10:00am on April 21, 2022, for construction of the 2022 City Wide Asphalt Repair Project, Contract No C046-22. No proposals will be accepted after the above-stated time. Immediately following the above-stated time, the proposals will be publicly opened and read.

The project consists of work to be performed within 50 working days from notice to proceed, and consists of furnishing all materials, equipment, tools, labor, and other work or items incidental theretofore and as generally described as follows:

Asphalt pavement repairs, including grinding and patching, and crack sealing, at the street locations shown in Appendix B – Vicinity Map.

The Engineer’s construction estimate for this project is \$460,000 to \$815,000.

Access to bidding information (plans, specifications, addenda, and Bidders List) is available through City of Port Orchard’s on-line plan room www.cityofportorchard.us/bids-and-proposals.

Free-of-charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on “Posted Projects,” “Public Works,” and “City of Port Orchard.” This on-line plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders “Register” in order to receive automatic email notification of future addenda and to place themselves on the “Self-Registered Bidders List.” Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at 425-258-1303 should you require assistance.

If you do not have access to the Web, you may make arrangements to pick up a plan set at the Port Orchard City Hall, City Clerk’s Office, 216 Prospect Street, Port Orchard, WA 98366, 360-876-4407, for a NON-REFUNDABLE fee of \$50.00. If you wish the bid documents mailed to you, add \$10.00 to cover postage. Informational copies of any available maps, plans, specifications, and subsurface information are on file for inspection in the office of the Port Orchard Project Engineer, 216 Prospect Street, Port Orchard, WA 98366.

All bid proposals shall be accompanied by a bid security (bid deposit) in the form of a cash deposit, certified or cashier's check, postal money order, or surety bond made payable to the City of Port Orchard, for a sum not less than five percent (5%) of the amount of such bid, including sales tax. Should the successful bidder fail to enter into such contract and furnish satisfactory payment and performance bonds within the time stated in the Specifications, the bid security (bid deposit/bond) shall be forfeited to the City of Port Orchard.

The award of the Contract will go to the qualified bidder submitting the lowest responsible and responsive bid. The City reserves the right to reject any and all bids or waive any informality or irregularity in the bidding and make the award as deemed to be in the best interest of the City and the public.

The City of Port Orchard in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full 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.

The City is an equal opportunity and affirmative action employer. Small and Minority-owned businesses, women-owned businesses, and labor surplus area firms are encouraged to submit bids.

Notice is given to all potential bidders that any bid responses may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidders are advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City may elect to give notice to the bidder of the request so as to allow the bidder to seek a protective order from a Court. Please be advised, however, that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

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Daily Journal of Commerce – March 25,2022, and April 1, 2022

*Rev 1/29/18 by SEC
City of Port Orchard*

2022 City Wide Asphalt Repair Project, PROJECT # PW2022-006, Contract #C046-22

LD-2

Contract Documents

Advertisement for Bids

U:\3_Capital Improvement Program\B_ActiveProjects\Street\2022CitywideAsphaltRepair\6.0 Bidding\6.1 Bid Documents

LD-2

NOTICE TO PROSPECTIVE BIDDERS

CITY WIDE ASPHALT REPAIR PROJECT

In accordance with Section 1-02.4(1) of the Standard Specifications, it is the City of Port Orchard’s policy that questions concerning the project during the bidding process be submitted in written form. Please submit any questions that are pertinent to bidding the contract, and that are not answered by information contained in the Contract Documents, to the City of Port Orchard Engineering Department via email at publicworks@cityofportorchard.us, Attention: K. Chris Hammer, PE Assistant City Engineer

All emails must be received at least 3 business days prior to the bid opening for a response. All prospective bidder questions and the City’s response will be sent via email, if possible, to all prospective bidders who have purchased plans approximately 2 days prior to the bid opening.

If you believe the Contract Documents contain an error or error(s), please provide us with that information via email. An addendum will be issued to all prospective bidders if a correction is needed.

I have the following question(s)/comment(s):

I believe the Contract Document(s) has (have) the following error(s):

Please respond to:

Name: _____

Representing: _____

Address: _____

Fax Number: _____

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City of Port Orchard*

2022 City Wide Asphalt Repair Project, PROJECT # PW2022-006, Contract #C046-22

LD-3

Contract Documents

Notice to Prospective Bidders

U:\3_Capital Improvement Program\B_ActiveProjects\Street\2022CitywideAsphaltRepair\6.0 Bidding\6.1 Bid Documents

INFORMATION AND CHECKLIST FOR BIDDERS

The following supplements the information in the Advertisement for Bids:

1. Pre-Bid Conference

No pre-bid conference will be held.

2. Examination of Plans, Specifications, and Site

Before submitting his/her bid, the Contractor shall carefully examine each component of the Bid Documents and any other available supporting data so as to be thoroughly familiar with all the requirements.

The Bidder shall make an alert, heads-up, eyes-open reasonable examination of the project site and conditions under which the Work is to be performed, including but not limited to: current site topography, soil and moisture conditions; underground obstructions; the obstacles and character of materials which may be encountered; traffic conditions; public and private utilities; the availability and cost of labor; and available facilities for transportation, handling and storage of materials and equipment.

3. Property Issues

All bidders shall base their bids upon full restoration of all property within the right-of-way and easements, and wherever Bidder will have right-of-entry. The easements and right of entry documents that have been acquired are available for inspection and review. The Bidder is advised to review the conditions of the permits, easements, and rights-of-entry, as s/he shall be required to comply with all conditions at no additional cost to the Owner. All other permits, licenses, etc., shall be the responsibility of the Bidder. The Bidder shall comply with the requirements of each.

4. Interpretation of Bid Documents

The Bidder shall promptly notify Owner of any discovered conflicts, ambiguities, or discrepancies in or between, or omissions from the Bid Documents. Questions or comments about these Bid Documents should be directed to the attention of: Mark R. Dorsey, PE, Public Works Director/City Engineer, and sent via email to publicworks@cityofportorchard.us or mail/drop off to 216 Prospect Street, Port Orchard, WA 98366. Questions received less than 3 days prior to the date of bid opening may not be answered. Any interpretation or correction of the Bid Documents will be made only by addendum, and a copy of such addendum will be distributed through plan holders lists at Builders Exchange www.bxwa.com, the City's Website www.cityofportorchard.us/bids and proposals and the City Clerk's Plan holders list. The Owner will not be responsible for any other explanations or interpretations of the Bid

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2022 City Wide Asphalt Repair Project, PROJECT # PW2022-006, Contract #C046-22

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Contract Documents

U:\3_Capital Improvement Program\B_ActiveProjects\Street\2022CitywideAsphaltRepair\6.0 Bidding\6.1 Bid Documents

Information and Checklist for Bidders

LD-4

Documents. No oral interpretations of any provision in the Bid Documents will be made to any Bidder.

5. Bidding Checklist

All bids shall be submitted on the exact forms provided in these Bid Documents, and listed below. Failure to submit any of these forms may be grounds for rejection of the bid. Sealed bids for this proposal shall be submitted as specified in the Advertisement for Bids. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder, and the name and number of the project for which the bid is submitted. All bids will remain subject to acceptance for sixty (60) calendar days after the day of the bid opening.

- A. **Proposal** – Bidders must bid on all items contained in the Proposal. If any unit price is left blank, it will be considered no charge for that bid item, regardless of what has been placed in the extension column.
- B. **Bid Security** – Bid Bond is to be executed by the Bidder and the surety company unless bid is accompanied by a cash deposit, cashier's or certified check, or postal money order. The amount of this bond shall be not less than five percent (5%) of the total bid, including sales tax, if applicable, and may be shown in dollars. Surety must be authorized to do business in the State of Washington, and must be on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.
 - i. The bond form included in these Contract Provisions **MUST** be used; no substitute will be accepted. If an attorney-in-fact signs the bond, a certified and effectively dated copy of their Power of Attorney must accompany the bond.
 - ii. The bid bond/deposit of the successful Bidder will be returned provided s/he executes the Contract, furnishes satisfactory performance bond covering the full amount of work, provides evidence of insurance coverage, and other documents required by the contract documents within 14 calendar days after Notice of Award. Should s/he fail or refuse to do so, the Bid Deposit or Bond shall be forfeited to the City of Port Orchard as liquidated damages for such failure.
 - iii. The Owner reserves the right to retain the security of the three lowest bidders until the successful Bidder has executed the Contract and furnished the performance bond.
- C. **Non-Collusion Declaration** – DOT Form 272-036H EF included in these Contract Provisions must be returned with the bid proposal.
- D. **Bidder's Qualification Form** – Regarding forms D and E, the Owner reserves the right to check all statements and to judge the adequacy of the Bidders qualifications.
- E. **DBE Utilization Certification Form** – Must be filled in and Signed
- F.. **Certification of Compliance with Wage Payment Statutes** – Must be filled in and signed.

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2022 City Wide Asphalt Repair Project, PROJECT # PW2022-006, Contract #C046-22

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Contract Documents

U:\3_Capital Improvement Program\B_ActiveProjects\Street\2022CitywideAsphaltRepair\6.0 Bidding\6.1 Bid Documents

Information and Checklist for Bidders

LD-5

G. **Supplemental Criteria Information Form** - Must be filled in and signed.

H. - **Subcontractors List** – Must be completed

6. **Contract Checklist**

The following forms are to be executed by the successful Bidder after the Contract is awarded. The Contract and Performance and Payment Bond are included in these Bid Documents and should be carefully examined by the Bidder.

- A. **Contract** – Two copies to be executed by the successful Bidder. Bid and Contract Documents must be executed by the Contractor’s President or Vice-President if a corporation, or by a partner if a partnership. In the event another person has been duly authorized to execute contracts, a copy of the resolution or other minutes establishing this authority must be attached to the Proposal and Contract documents.
- B. **Performance/Payment Bond and Warranty Bond** – Three copies of each type of bond to be executed by the successful Bidder and his surety company. These bonds cover successful completion of all work and payment of all laborers, subcontractors, suppliers, etc. and provide a warranty for the contract work. The bond forms included in these Bid Documents **MUST** be used; no substitutes will be accepted. If an Attorney-in-fact signs the bond(s), a certified and effectively dated copy of their Power of Attorney must accompany the bond(s).
- C. **Certificates of Insurance** – To be executed by an insurance company acceptable to the Owner, on ACCORD Forms. Required coverages are listed in Section 1-07.18 of the Standard Specifications, as may be modified by the Special Provisions. The Owner shall be named as “Additional Insured” on the insurance policies.
- D. **Selection of Retainage Option** – Pursuant to RCW 60.28.010, 5% retainage will be retained until fulfillment of state and local compliance is documented. The retainage form should be completed by the successful bidder
- E. **Prevailing Wage Requirements** –

The Contractor is required to pay, at a minimum, the applicable prevailing wage rates to those employees performing services under the Contract. The applicable wage rates are set forth in the State of Washington Department of Labor and Industries Prevailing Wage Rate Schedule, RCW 39.12.020.

The project site is located in **Kitsap County**.

The prevailing wage schedule in effect for the work under the Contract will be the one in effect upon the prime contractor’s bid due date with these exceptions:

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City of Port Orchard*

2022 City Wide Asphalt Repair Project, PROJECT # PW2022-006, Contract #C046-22

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Contract Documents

Information and Checklist for Bidders

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- If the project is not awarded within six (6) months of the bid due date, the award date (the date the contract is executed) is the effective date.
- If the project is not awarded pursuant to bids, the award date (the date the contract is executed) is the effective date.
- Janitorial contracts follow WAC 296-127-023.

For contract number C046-22 the prime contractor bid due date is **April 21, 2022**.

Except for janitorial contracts, the rates in effect on the bid due date shall apply for the duration of the contract (unless otherwise noted in the solicitation).

It is the responsibility of the Contractor to ensure the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their proposal according to these specifications.

The selected Contractor must submit to the Department of Labor and Industries, a "Statement of Intent to Pay Prevailing Wages". A copy of the certified Intent Statement must be submitted to the City prior to payment of the first invoice. The Contractor will pay promptly, when due, all wages accruing to its employees.

All invoice or payment applications are required to bear the following signed statement: "I certify that wages paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates for Public Works Contracts issued by the State of Washington Department of Labor and Industries."

The selected Contractor must submit to the Department of Labor and Industries an "Affidavit of Wages Paid" and a copy of an approved Affidavit must be submitted at the end of the contract to the City before the last payment or any retained funds will be released.

The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries shall be at no additional cost to the City.

The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate, RCW 39.12.060 and WAC 296-127-060.

Look up the prevailing rates of pay, benefit, and overtime codes from this link: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> A copy of the prevailing wage rates is available for viewing at the City of Port Orchard Department of Public Works. A hard copy will be mailed upon request.

For prevailing wage questions, contact the Department of Labor & Industries at PW1@Lni.wa.gov or 360-902-5335.

7. Contractor Disqualification

1) A bidder will be deemed not responsible, and the proposal rejected if the bidder does not meet the following responsibility criteria set forth in RCW 39.04.350, which provides, in part, as follows:

(1) 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:

(a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;

(b) Have a current state unified business identifier number;

(c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;

(d) Not be disqualified from bidding on any public works contract under [RCW 39.06.010](#) or [39.12.065\(3\)](#);

(e) If bidding on a public works project subject to the apprenticeship utilization requirements in [RCW 39.04.320](#), not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;

(f) Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption

(g) Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the 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 chapter 49.46, 49.48, or 49.52 RCW.

The Bidder shall submit a signed statement to the City in accordance with Chapter 5.50 RCW verifying under penalty of perjury that (1) the bidder is in compliance with the responsible bidder criteria in subsection (1)(g) above; and (2) that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency in accordance with Executive Orders 12549 and 12689, 24 C.F.R. Pt. 24.

- 2) A bidder may be deemed not responsible and the proposal rejected if:
- a. More than one proposal is submitted for the same project from a bidder under the same or different names;
 - b. Evidence of collusion exists with any other bidder or potential bidder. Participants in collusion will be restricted from submitting further bids;
 - c. The bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the bidder;
 - d. An unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; progress; affirmative action; equal employment opportunity practices; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization;
 - e. There is uncompleted work (Contracting Agency or otherwise) which might hinder or prevent the prompt completion of the work bid upon;
 - f. The bidder failed to settle bills for labor or materials on past or current contracts;
 - g. The bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;
 - h. The bidder is unable, financially or otherwise, to perform the work; or
 - i. There are any other reasons deemed proper by the Contracting Agency.



**STATEMENT OF INTENT TO
 PAY PREVAILING WAGES**
Public Works Contract
\$40.00 Filing Fee Required

Intent ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS
 Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person		Phone Number	
County where work will be performed		City where work will be performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____		Expected job start date (mm/dd/yy)	
Will employees perform work on this project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below. (If you choose "No" and this changes later, you certify that you will submit a new form listing workers.)		Do you intend to use subcontractors? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you intend to use apprentice employees? <input type="checkbox"/> Yes <input type="checkbox"/> No		Responding "Yes" to either of the questions above will then require you to list the subcontractor, their UBI #, and Contractor Registration # (if they are required to have one) on Addendum B of the Affidavit of Wages Paid form.	

	Estimated number of workers	Rate of hourly pay	Rate of hourly fringe benefits

Sample

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email Address	Phone Number
For L&I Use Only	
APPROVED: Department of Labor and Industries	
By _____	Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax) or time and materials, if applicable.	\$ _____
I hereby certify that the information, including any addendums, is correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.	
Title	Signature

For L&I Use Only	
Check Number: _____	<input type="checkbox"/> \$40 or \$ _____
Issued By: _____	

F700-029-000 statement of intent to pay prevailing wages 05-08

DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I
 (White & canary copies must be submitted-canary will be retained by L&I after approval.)

Department of Labor and Industries
 Prevailing Wage
 (360) 902-5335
 www.lni.wa.gov/TradesLicensing/PrevWage



AFFIDAVIT OF WAGES PAID
Public Works Contract
\$40.00 Filing Fee Required

Affidavit ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS
 Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person		Phone Number	
County where work was performed		City where work was performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Date work completed (mm/dd/yy)		Date Intent filed (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project:		Intent ID #	
Did Employees Perform Work on this Project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below.		Was all work subcontracted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Did Employees Perform Work on this Project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below.		Did you use subcontractors? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Responding "Yes" to either of the above questions will require that you fill out Addendum B, List of Next Tier Subcontractors.			
Job start date (mm/dd/yy)			

Craft/trade/occupation and apprentices. (For apprentices, give name, registration #, trade, dates of work on project, stage of progression, wage and fringe.)	Number of workers	Total # of hours worked - ea. trade	Rate of hourly pay	Rate of hourly fringe benefits

Sample

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email address	Phone Number
For L&I Use Only	
APPROVED: Department of Labor and Industries	
By _____	Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax.)	\$ _____
I hereby certify that the information, including any addendums, is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.	
Title	Signature

For L&I Use Only	
Check Number:	<input type="checkbox"/> \$40 or \$ _____
Issued By:	_____

F700-007-000 affidavit of wages 05-08 DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I
 (White & canary copies must be submitted-canary will be retained by L&I after approval.)

PROPOSAL

**CITY OF PORT ORCHARD
2022 CITY WIDE ASPHALT REPAIR PROJECT
CONTRACT NO.C046-22**

To: Mayor and City Council
City of Port Orchard, Washington

Contractor: _____
State License No.: _____

Date: _____
Month/Day/Year

Bidder’s Declaration and Understanding

The Bidder declares that s/he has carefully examined the Contract Documents for the construction of the project, that s/he has personally inspected the site, that s/he has satisfied her/himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that s/he has exercised her/his own judgment regarding the interpretation, of subsurface information and has utilized all data, which s/he believes pertinent from City and other sources and has made such independent investigations as the Bidder deems necessary in arriving at her/his conclusions.

Bidder understands that any bid response documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidder acknowledges that s/he has been advised to mark any records believed to be trade secrets or confidential in nature as “confidential.” If records marked as “confidential” are found to be responsive to the request for records, the City as a courtesy to the Bidder may elect to give notice to Bidder of the request so as to allow Bidder to seek a protective order from a Court. Bidder acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

Contract Execution

The Bidder agrees that if this Proposal is accepted, s/he will, within fourteen (14) calendar days after Notice of Award, complete and sign the Contract in the form annexed hereto, and will at that time deliver to the City executed copies of the Performance Bond, Labor and Material Payment bond, the Certificate of Insurance, and other documentation required by the Contract Documents, and will, to the extent of her/his Proposal, furnish all machinery, tools, apparatus and other means of

construction and do the work and furnish all the materials or services necessary to complete all work as specified or indicated in the Contract Documents.

Start of Construction and Contract Completion

The Bidder further agrees that within 14 calendar days of CONTRACT START DATE, s/he will meet with engineering personnel and begin work no earlier than _____, and complete the construction within **50** working days of START DATE.

Lump Sum and Unit Price Work

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the City has been merged with prices named in the proposal.

SCHEDULE OF CONTRACT PRICES
2022 City Wide Asphalt Repair Project

NOTE: Unit prices for all items and the total amount bid must be shown. The Project must be bid in its entirety, including all 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 items, the unit price typed or printed and entered in ink shall prevail. The Contracting Agency reserves the right to award all work bid according to the lowest qualified responsive bid tendered, available funds, and as it best serves the interest of the Contracting Agency. All work awarded will be made to the same Contractor/bidder.

Item No.	Estimated Quantity	SP/STD	Description of Items	Unit Price	Amount
Base Bid (Old Clifton Rd., McCormick Woods Dr., Tremont St., Lund Ave.)					
1	1	STD	Mobilization \$ _____	LS	\$ _____
			(Words)-(1-09)	Per Lump Sum	
2	1	STD	SPCC Plan \$ _____	LS	_____
			(Words)-(1-04)	Per Lump Sum	
3	1	STD	Project Temporary Traffic Control \$ _____	LS	\$ _____
			(Words)-(1-10)	Per Lump Sum	
			Pavement Repair Excavation Inc.		
4	3400	STD	Haul \$ _____	SY	\$ _____
			(Words)-(5-04)	Per Square Yard	
5	90	SP	Crushed Surfacing Base Course for Pavement Repair \$ _____	TN	\$ _____
			(Words)-(5-04)	Per Ton	
6	3400	SP	HMA for Pavement Repair CL. 1/2" PG 58-22 \$ _____	SY	\$ _____
			(Words)-(5-04)	Per Square Yard	
7	10970	STD	Crack Sealing LF \$ _____	LF	\$ _____
			(Words)-(5-03)	Per Linear Foot	
8	4380	STD	Paint Line \$ _____	LF	\$ _____
			(Words)-(8-22)	Per Linear Foot	

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Item No.	Estimated Quantity	SP/STD	Description of Items	Unit Price	Amount
9	30	STD	Plastic Stop Line \$ _____ (Words)-(8-22)	LF Per Linear Foot	\$ _____
10	140	STD	Plastic Crosswalk Line \$ _____ (Words)-(8-22)	SF Per Square Foot	\$ _____
11	6	STD	Plastic Traffic Arrow \$ _____ (Words)-(8-22)	EA Per Each	\$ _____
12	5000	STD	Minor Change \$ _____ (Words)-(1-08)	DOL Per Force Account	\$ _____
TOTAL -Base Bid				\$	

Alternate #1 (Sidney Rd.)					
101	1	STD	Mobilization \$ _____ (Words)-(1-09)	LS Per Lump Sum	\$ _____
102	1	STD	Project Temporary Traffic Control \$ _____ (Words)-(1-10)	LS Per Lump Sum	\$ _____
103	800	STD	Pavement Repair Excavation Incl. Haul \$ _____ (Words)-(5-04)	SY Per Square Yard	\$ _____
104	10	SP	Crushed Surfacing Base Course for Pavement Repair \$ _____ (Words)-(5-04)	TN Per Ton	\$ _____

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Item No.	Estimated Quantity	SP/STD	Description of Items	Unit Price	Amount
105	800	SP	HMA for Pavement Repair CL. 1/2" PG 58-22	\$ SY	\$
			(Words)-(5-04)	Per Square Yard	
106	920	STD	Crack Sealing LF	\$ LF	\$
			(Words)-(5-03)	Per Linear Foot	
107	730	STD	Paint Line	\$ LF	\$
			(Words)-(8-22)	Per Linear Foot	
108	6	STD	Plastic Traffic Arrow	\$ EA	\$
			(Words)-(8-22)	Per Each	
109	2500	STD	Minor Change	\$ DOL	\$
			(Words)-(1-04)	Per Force Account	
TOTAL - Alternate #1				\$	

Alternate #2 (Olney Rd.)					
201	1	STD	Mobilization	\$ LS	\$
			(Words)-(1-09)	Per Lump Sum	
202	1	STD	Project Temporary Traffic Control	\$ LS	
			(Words)-(1-10)	Per Lump Sum	
203	720	STD	Pavement Repair Excavation Incl. Haul	\$ SY	
			(Words)-(5-04)	Per Square Yard	
204	10	SP	Crushed Surfacing Base Course for Pavement Repair	\$ TN	\$
			(Words)-(5-04)	Per Ton	
205	720	SP	HMA for Pavement Repair CL. 1/2" PG 58-22	\$ SY	\$
			(Words)-(7-05)	Per Square Yard	

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Item No.	Estimated Quantity	SP/STD	Description of Items	Unit Price	Amount
206	6100	STD	Crack Sealing LF \$ _____ (Words)-(5-03)	LF Per Linear Foot	\$ _____
207	1100	STD	Paint Line \$ _____ (Words)-(8-22)	LF Per Linear Foot	\$ _____
208	16	STD	Plastic Stop Line \$ _____ (Words)-(8-22)	LF Per Linear Foot	\$ _____
209	3	STD	Plastic Traffic Arrow \$ _____ (Words)-(8-22) Each	EA Per Each	\$ _____
210	2500	STD	Minor Change \$ _____ (Words)-(1-04)	DOL Per Force Account	\$ _____
TOTAL - Alternate #2				\$	

Alternate #3 (Retsil Rd.)					
301	1	STD	Mobilization \$ _____ (Words)-(1-09)	LS Per Lump Sum	\$ _____
302	1	STD	Project Temporary Traffic Control \$ _____ (Words)-(1-10)	LS Per Lump Sum	\$ _____
303	1000	STD	Pavement Repair Excavation Incl. Haul \$ _____ (Words)-(5-04)	SY Per Square Yard	\$ _____
304	10	SP	Crushed Surfacing Base Course for Pavement Repair \$ _____ (Words)-(5-04) Per Ton	TN	\$ _____

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Item No.	Estimated Quantity	SP/STD	Description of Items	Unit Price	Amount
305	1000	SP	HMA for Pavement Repair CL. 1/2" PG 58-22 \$ _____ (Words)-(5-04)	SY Per Square Yard	\$ _____
306	100	STD	Paint Line \$ _____ (Words)-(8-22)	LF Per Linear Foot	\$ _____
307	2500	STD	Minor Change \$ _____ (Words)-(1-04)	DOL Per Force Account	\$ _____

TOTAL - Alternate #3	\$
-----------------------------	-----------

Base Bid	\$
Alternative A1 Total	\$
Base Bid plus Alternative A1 Total	\$
Alternative A2 Total	\$
Base Bid plus Alternative A1 & A2 Total	\$
Alternative A3 Total	\$
Base Bid plus Alternative A1 & A2 & A3 Total	\$

SALES TAX

In accordance with Section 1-07.2(1) State Sales Tax (DOR rule 171): Work performed on City, County, or Federally-owned land, **the Contractor shall include Washington State retail sales taxes in the various unit bid prices** or other amounts. These retail sales taxes shall include those the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work.

The undersigned Bidder hereby agrees to start construction on this project, if awarded, no later than fourteen (14) calendar days after Notice to Proceed and to complete the project within the time stipulated in the Contract. By signing below, Bidder acknowledges receipt of the following Addenda to the Bid Documents:

**CITY OF PORT ORCHARD
2022 CITY WIDE ASPHALT REPAIR PROJECT
CONTRACT NO. C046-22**

_____ Addendum No.	_____ Date of Receipt	_____ Addendum No.	_____ Date of Receipt
_____ Addendum No.	_____ Date of Receipt	_____ Addendum No.	_____ Date of Receipt

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

By signing below, Bidder certifies that s/he has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the Bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

<u>OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:</u>	
“I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.”	
Signature:	Date:
Printed Name and Title:	Location or Place Executed (City, State):
Business Address:	Business Telephone:

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).

STATE OF _____)
)ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ signed this proposal, on oath stated that he/she was authorized to execute the proposal and acknowledged it as the _____ (title) of _____ (name of party on behalf of whom proposal was executed) and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this proposal.

Dated this _____ day of _____, 20____.

Notary Public

Printed Name

My Commission Expires:

BIDDER'S QUALIFICATION FORM
CITY OF PORT ORCHARD
2022 CITY WIDE ASPHALT REPAIR PROJECT
CONTRACT NO. C046-22

1. Name _____ of _____ Contractor:

Address: _____

2. Telephone No. _____ (_____) _____ Fax
No.: _____ (_____) _____

3. Washington State Dept. of Labor and Industries Worker's Compensation Account No.:

4. Washington State Dept. of Licensing Contractor's Registration No.: _____

Expiration Date: _____

5. Washington State Uniform Business Identifier No.: _____
(Must have UBI number before the contract is awarded.)

6. Number of years engaged in contracting business under above name: _____

7. At the time of bid submittal, did the contractor have a certificate of registration in compliance with Chapter 18.27 RCW? _____

8. Does the contractor have industrial insurance coverage for its employees working in Washington as required in Title 51 RCW? _____

9. Does the contractor have an employment security department number as required in Title 50 RCW? (provide number): _____

10. Does the contractor have a state excise tax registration number as required in Title 82 RCW? (provide number): _____

11. Has the contractor been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)? _____

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12. Has the contractor received training on the requirements related to public works and prevailing wage under chapters 39.04 and 39.12 RCW, as required in RCW 39.04.350(1)(f) _____

13. Within the three-year period immediately preceding the date of the bid solicitation, was the contractor (determined by a final and binding citation and notice of assessment issued by the 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 chapter 49.46, 49.48, or 49.52 RCW? _____

14. Has the contractor violated the “Off-site Prefabricated Non-Standard Project Specific Items” reporting requirements more than one time as determined by the department of labor and industries? _____

15. Particular types of construction performed by your company: _____

16. Gross amount of contracts now on hand: \$ _____

17. List similar recent construction projects that your firm has done in the last 5 years (i.e., water and storm and sanitary sewer main construction, road reconstruction, excavations, extensive dewatering, etc.):

Amount	Type	Owner’s Name	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

18. What is the construction experience of the principal individuals to be assigned to this project?

Name	Title	Years of Construction Experience	Availability

Pursuant to RCW 39.06.020, the contractor further agrees to verify responsibility criteria for each of its subcontractors and to require each of its subcontractors to both verify responsibility criteria as described herein for its subcontractors and include instant condition for verification requirement.

By: _____
(Authorized Signature)

Title: _____

Date: _____

NOTE: Any bidder having current outstanding litigation with the City will not be considered responsible and will be rejected by the City.

**BID SECURITY
CITY OF PORT ORCHARD
2022 CITY WIDE ASPHALT REPAIR PROJECT
CONTRACT NO. C046-22**

Bid Deposit:

The undersigned Principal hereby submits a Bid Deposit with the City of Port Orchard in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of _____ Dollars (\$_____).

Bid Bond:

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as Principal and _____, as Surety, are held firmly bound unto the City of Port Orchard, Washington, 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 conditions of this obligation are such that if the Obligee shall make any award to the Principal for _____, Port Orchard, Washington, according to the terms of the Proposal or Bid made by the Principal therefore, 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

Signature of Authorized Official

Signature of Authorized Official

Printed Name and Title

By: _____
Attorney-in-Fact (Attach Power of Attorney)

Name and address of local office of Agent and/or Surety Company: _____

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specification.

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Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

SUPPLEMENTAL CRITERIA INFORMATION FORM

As evidence that the Bidder meets the mandatory and supplemental responsibility criteria, the apparent two lowest Bidders must submit to the Owner by 12:00 p.m. (noon) of the second business day following the bid submittal deadline, this Supplemental Criteria Information Form verifying that the Bidder meets the Mandatory Criteria under RCW 39.04.350(1) and the Supplemental Bidder Criteria stated below. The two lowest Bidders shall also submit supporting documentation including but not limited to that detailed below (sufficient in the sole judgment of the Owner) demonstrating compliance with all mandatory and supplemental responsibility criteria. The Owner reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess Bidder responsibility. The Owner also reserves the right to obtain information from third parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Owner may (but is not required to) consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Owner (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Owner from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Owner which is believed to be relevant to the matter.

If the Owner determines the Bidder does not meet the bidder responsibility criteria and is therefore not a responsible Bidder or the bid is not responsive, the Owner 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 Owner's determination by presenting its appeal and any additional information to the Owner. The Owner will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible (or the bid is not responsive), the Owner will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible (or the bid not responsive) has received the Owner's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior to Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Owner to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Owner no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Owner in the Bid Documents.

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For criteria with check boxes, the bidder will check either "Yes" or "No." For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

Project Name:	
Part A. General Company Information	
Company Name:	
Address:	
Contact Phone:	Contact E-mail:
Years in business as a Prime Contractor:	Years in business as a subcontractor:
Years in business under Present Name:	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years.	
Explain reason for name change(s) in the past five (5) years)	
Part B. Delinquent State Taxes	
Is the bidder listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website:	
http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
If "Yes" attach a copy of the written payment plan approved by the Department of Revenue.	
Part C. Federal Debarment	
The bidder shall not be listed as a current debarred or suspended bidder on the Federal "System For Award Management" website www.sam.gov. Is the bidder listed as debarred or suspended?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	

Part D. Subcontractor Responsibility
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractors? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?
Yes <input type="checkbox"/> No <input type="checkbox"/>
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.
Part E. Prevailing Wages
In the last five (5) years, has the bidder had prevailing wage complaints filed against it or received violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis-Bacon wage compliance?
Yes <input type="checkbox"/> No <input type="checkbox"/>
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.
Part F. Claims Against Retainage and Bonds
Does the bidder have a record of any claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
Yes <input type="checkbox"/> No <input type="checkbox"/>
If "Yes", attach a separate signed / dated statement for each project with claims which includes the following: 1) Owner and contact information for the owner; 2) a list of claims filed against the retainage and/or payment bond for the project; and 3) a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City may contact previous owners to validate the information provided by the Bidder. The City shall evaluate the information to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part G. Public Bidding Crime
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
Yes <input type="checkbox"/> No <input type="checkbox"/>
Part H. Termination for Cause/Termination for Default
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
Yes <input type="checkbox"/> No <input type="checkbox"/>
If “Yes”, attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part I. Lawsuits
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
Yes <input type="checkbox"/> No <input type="checkbox"/>
If “Yes”, attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration.
Part J. Work Experience
List at least three construction projects on the attached Work Experience Form, each of which meet all of the following criteria:
<ul style="list-style-type: none"> • Successfully completed pavement repairs of arterial classified streets and/ or highways, in the past 7 years. • Work includes grinding and patching. • Contract value exceeding \$100,000.00.

Part K. Signature	
<i>I hereby certify, warrant and declare under penalty of perjury that the information included herein is correct and complete. Failure to disclose requested information or submitting false or misleading information may result in rejection of my bid, termination of my contract, and may impact my firm's ability to bid on future projects.</i>	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title

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SUBCONTRACTOR LIST

Per RCW 39.30.060, the bidder is required to submit as part of the bid the names of the subcontractors with whom the bidder will subcontract for performance of the work of HVAC (heating, ventilation, and air conditioning), plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work and is also required to list the names of subcontractors with whom the bidder will subcontract for performance of the work of structural steel installation and rebar installation. The bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate.

The work to be performed is to be listed below the subcontractor(s) name. The requirement to name the bidder's proposed HVAC, plumbing, electrical, structural steel installation, and rebar installation subcontractors applies only to proposed HVAC, plumbing, electrical, structural steel installation, and rebar installation subcontractors who will contract directly with the bidder submitting the bid to the public entity.

Failure to list subcontractors who are proposed to perform the work of HVAC (heating, ventilation and air conditioning), plumbing, and electrical, or to name itself to perform such work, or failing to name subcontractors who are proposed to perform structural steel installation or rebar installation, or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name
Work to be Performed

Subcontractor Name
Work to be Performed

CONTRACT DOCUMENTS

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CONTRACT

**CITY OF PORT ORCHARD
2022 CITY WIDE ASPHALT REPAIR PROJECT
CONTRACT NO. C046-22**

THIS CONTRACT ("Contract") is made and entered into this ____ day of _____, 20__, by and between the City of Port Orchard, a municipality incorporated and existing under the laws of the State of Washington, hereinafter called the "City," and _____, hereinafter called the "Contractor."

WITNESSETH:

I. General Provisions.

A. Description of Work.

The Contractor, in consideration of the covenants, agreements and payments to be performed and made by the City, hereby covenants and agrees to furnish all labor, tools, materials, equipment and supplies required for, and to execute, construct and finish in full compliance with the Contract Documents, 2022 City Wide Asphalt Repair Project. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor's Bid Proposal dated _____, attached hereto and incorporated herein by this reference as if set forth in full. Contractor further represents that the services furnished under this Agreement will be performed in accordance with and as described in the attached plans and specifications and with the Port Orchard Municipal Code, the City's Public Works Standards, which includes (but is not limited to) the 2021 edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (which shall apply except where noted otherwise). All of these standards are by this reference incorporated herein and made a part hereof. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

The Contract Documents include:

Exhibit A -a confirmed copy of the Proposal made by the Contractor on _____, together with the Instructions to Bidders.

Exhibit B – The Project Manual for the 2022 City Wide Asphalt Repair Project.

Exhibit C – Retainage Options

All Exhibits to this Contract are by this reference incorporated herein and made a part hereof as if set forth in full.

B. Time of Completion.

Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued and that all construction shall be complete within **working days** after the Notice to Proceed Date.

C. Liquidated Damages.

It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the specified portions of the work completed in all its parts in the time specified, and as it may be difficult to accurately compute the amount of such damage, the Contractor expressly covenants and agrees to pay to the City liquidated damages, the sum as calculated by the equation shown in Section 1-08.9 of the WSDOT Standard Specifications, for each and every working day said work is not complete beyond the time shown in the Proposal.

II. Non-Discrimination.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to compliance with the following 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 C.F.R. 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 C.F.R. 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 4 7123), 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.P.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 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).

Title VI of the Civil Rights Act of 1964

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, must affirmatively ensure that its contracts comply with these regulations.

Also, in accordance with Title VI, the City is required to include the following clauses in every contract subject to Title VI and its related regulations.

Therefore, during the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

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2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP 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 as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **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, national origin, sex, age, disability, income-level, or LEP.
4. **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 City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non- discrimination provisions of this Contract, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding payments to the Contractor under the Contract until the Contractor complies; and/or
 2. cancelling, terminating, or suspending the Contract, in whole or in part.
6. **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 City or the FHWA 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 City to enter into any litigation to protect the interests of the

City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. Public Records Act Chapter 42.56 RCW

Contractor understands that her/his bid response documents, and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that s/he has been advised to mark any records believed to be trade secrets or confidential in nature as “confidential.” If records marked as “confidential” are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

IV. Termination

The City may terminate this contract for cause or for convenience.

- 1. Termination for Cause.** The City may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for cause upon the occurrence of any one or more of the following events: Contractor fails to complete the work or any portion thereof with sufficient diligence to ensure substantial completion of the work within the contract time; Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; Contractor fails in a material way to replace or correct work not in conformance with the Contract Documents, Contractor repeatedly fails to supply skilled workers or proper materials or equipment; Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or Contractor is otherwise in material breach of any provision of the contract. Upon termination, the City may, at its option, take possession of or use all documents, materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the work, and finish the work by whatever other reasonable method it deems expedient.
- 2. Termination for Convenience.** The City may, upon written notice, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for the convenience of the City.
- 3. Settlement of Costs.** If the City terminates for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead

and profit on work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments.

V. Corporate Surety Bond

With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of

_____ Dollars (\$_____) with _____
as Surety, to ensure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

VI. Independent Contractor.

The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

VII. Employment of State Retirees.

The City is a “DRS-covered employer” which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Contractor’s employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the City or any of the Contractor’s owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys’ fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor’s failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

VIII. Changes.

The City may issue a written change order for any change in the Contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the Notice provision section of this Agreement, within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section IX entitled, "Claims," below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

IX. Claims. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

X. Limitation Of Actions.

CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS

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COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

XI. Warranty.

Upon acceptance of the contract work, Contractor must provide the City a two-year warranty bond in the amount of twenty percent (20%) of the contract price a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City's acceptance of the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XII. Indemnification.

Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

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XIII. Insurance.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representative, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance

by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation. The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

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G. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

H. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance.

XIV. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XV. Miscellaneous Provisions.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Kitsap County Superior Court, Kitsap County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of

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mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

G. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

CITY OF PORT ORCHARD

By: _____
Robert Putaansuu, Mayor

CONTRACTOR

By: _____

Title: _____

Address: _____

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte Archer, City Attorney

NOTICES TO BE SENT TO:

CONTRACTOR: _____ **CITY** _____

INSERT NAME	Title of Person to Receive Notice
ADDRESS	ADDRESS
TELEPHONE	TELEPHONE
Email	Email

With a copy to the City Clerk at the same address

EXHIBIT C
5% RETAINAGE INVESTMENT OPTION¹

Contractor: _____

Project Name: _____

Date: _____ Project Number: _____

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how the 5% retainage under this contract will be invested. Please complete and sign this form indicating your preference. If you fail to do so you will miss the benefit of any interest earned. Select one of the following options:

1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. If this is your choice, then please complete attached *SAVINGS ACCOUNT AGREEMENT*. Please state the name of your bank.

Bank: _____

2. **Escrow/Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues. If this is your choice then please complete attached *ESCROW AGREEMENT*.

Preferred Bank: _____

Securities/Bonds: _____

3. **Guarantee Deposit:** Retainage will be held by the City. No interest is payable to the Contractor

Retainage is normally released 45 days after final acceptance of the work or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be longer, due to its seasonal nature. However, if this project is subject to grant funding, then the retainage may also be held until such time as the Contractor meets its obligations to the City to provide required information and documentation for compliance with the grant funding requirements.

State law allows for limited early release of retainage in certain circumstances.

Contractor's Signature

Title

¹ If the Contractor opts to post a retainage bond under RCW 60.28.011, such bond shall be in a form acceptable to the City, shall be with a surety with a minimum of A.M. Best financial strength rating of a minimum of A-.

SAVING ACCOUNT AGREEMENT

TO BANK: _____ SAVINGS ACCOUNT NO: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

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

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be placed by you in an interest-bearing savings account.
2. When and as interest on the savings account accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the principal held by you pursuant to this agreement, except in accordance with written instruction from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:
Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys for the entire amount of your

fees as provided for herein above. In the event that you are made a party to any litigation with respect to the moneys held by you hereunder, or in the event that the conditions of this agreement are not promptly fulfilled, or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this agreement, or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

5. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
6. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY. You are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representative and heir of the Parties hereto.

Contractor

CITY OF PORT ORCHARD
Agency

BY: _____

BY: _____

Title: _____

Date: _____

Date: _____

Address: _____

The above savings account agreement and instruction received and accepted this _____ day of _____, 20____

Bank Name

Authorized Bank Officer

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ESCROW AGREEMENT

TO BANK: _____ ESCROW NO.: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO.: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

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

INSTRUCTIONS

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

3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the AGENCY'S warrants) except in accordance with written instructions from the AGENCY. Compliance with such instruction shall relieve you of any further liability related thereto.
4. In the event the AGENCY orders you to do so in writing, you shall within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.
5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any property placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.
6. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
7. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor be bound by nor required to give notice or demand , nor required to take action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

Rev 1/29/18 by SEC

City of Port Orchard

2022 City Wide Asphalt Repair Project, PROJECT # PW2022-006, Contract #C046-22

LD-53

U:\3_Capital Improvement Program\B_ActiveProjects\Street\2022CitywideAsphaltRepair\6.0 Bidding\6.1 Bid Documents

The foregoing provision shall be binding upon the assigns, successors, personal representative, and heir of the Parties hereto.

Contractor

CITY OF PORT ORCHARD
Agency

By: _____ By: _____
Title: _____
Date: _____ Date: _____
Address: _____

The above escrow agreement and instruction received and accepted this _____ day of _____, 20__.

Bank Name

Authorized Bank Officer

SECURITIES AUTHORIZED BY AGENCY

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

PERFORMANCE AND PAYMENT BOND

CITY OF PORT ORCHARD

PROJECT

PW PROJECT NO. _____

Bond to City of Port Orchard, Washington

Bond No. _____

We, _____, and _____
(Principal) (Surety)

a _____ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington ("Owner"), in the penal sum of _____ Dollars (\$_____), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated _____, 20____, between Principal and Owner for a project entitled _____ ("Project") – Public Works Project No. _____ ("Contract"). The initial penal sum shall equal 100 percent of the Total Bid Price, including all applicable state sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;

Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material-persons, and all other persons or agents who supply labor, equipment, or materials to the Project;

Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties; and

Posts a two-year warranty/maintenance bond to secure the project. Such bond shall be in the amount of twenty percent (20%) of the project costs.

Provided, further that this bond shall remain in full force and effect until released in writing by the City at the request of the Surety or Principal.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract, or

Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) 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.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this _____ day of _____, 20 ____.

Principal

Surety

Signature of Authorized Official

Signature of Authorized Official

Printed Name and Title

By _____
Attorney in Fact (Attach Power of Attorney)

Name and address of local office of Agent and/or Surety Company:

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

SURETY ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Print or type name

NOTARY PUBLIC,
in and for the State of Washington
Residing _____
My Commission expires: _____

CITY OF PORT ORCHARD
MAINTENANCE/WARRANTY BOND

Project #: _____
Surety Bond #: _____
Date Posted: _____
Expiration Date: _____

RE: Project Name: _____
Owner/Developer/Contractor: _____
Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____ (hereinafter called the "Principal"), and _____, a corporation organized under the laws of the State of _____, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port Orchard, Washington, in the sum of _____ dollars (\$ _____) 20% of the total contract amount, lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on public property in connection with a project as described above within the City of Port Orchard; and

WHEREAS, the Principal is required to post a bond for the twenty-four (24) months following written and final acceptance of the project in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation during the twenty-four (24) months after written and final approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has performed and satisfied the following conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written

and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed and leave the same in as good condition or better as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this bond shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Kitsap County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this ____ day of _____, 20__.

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____

By: _____

Its: _____

Its: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

*Rev 1/29/18 by SEC
City of Port Orchard*

2022 City Wide Asphalt Repair Project, PROJECT # PW2022-006, Contract #C046-22

LD-61

U:\3_Capital Improvement Program\B_ActiveProjects\Street\2022CitywideAsphaltRepair\6.0 Bidding\6.1 Bid Documents

APPENDIX A
CONTRACT PROVISIONS AND SPECIFICATIONS

Rev 1/29/18 by SEC
City of Port Orchard
2022 City Wide Asphalt Repair Project, PROJECT # PW2022-006, Contract #C046-22
LD-65

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Certificate Page

2022 Citywide Asphalt Repair Project

The civil engineering material and data contained in the Plans and Specifications were prepared under the supervision and direction of the undersigned, whose seal(s) as a registered professional engineer is/are affixed below.

Recommended for approval:



Assistant City Engineer
Kenneth C. Hammer, PE

3.22.2022

Approved:

Public Works Director/ City Engineer
Mark R. Dorsey, PE

1 **INTRODUCTION TO THE SPECIAL PROVISIONS**

2
3 *(August 14, 2013 APWA GSP)*

4
5 The work on this project shall be accomplished in accordance with the *Standard Specifications*
6 *for Road, Bridge and Municipal Construction*, 2022 edition, as issued by the Washington State
7 Department of Transportation (WSDOT) and the American Public Works Association (APWA),
8 Washington State Chapter (hereafter “Standard Specifications”). The Standard
9 Specifications, as modified or supplemented by the Amendments to the Standard
10 Specifications and these Special Provisions, all of which are made a part of the Contract
11 Documents, shall govern all of the Work.

12
13 These Special Provisions are made up of both General Special Provisions (GSPs) from
14 various sources, which may have project-specific fill-ins; and project-specific Special
15 Provisions. Each Provision either supplements, modifies, or replaces the comparable
16 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition
17 to any subsection or portion of the Standard Specifications is meant to pertain only to that
18 particular portion of the section, and in no way should it be interpreted that the balance of the
19 section does not apply.

20
21 The project-specific Special Provisions are not labeled as such. The GSPs are labeled under
22 the headers of each GSP, with the effective date of the GSP and its source. For example:

23
24 *(March 8, 2013 APWA GSP)*
25 *(April 1, 2013 WSDOT GSP)*

26
27 Also incorporated into the Contract Documents by reference are:

- 28 • *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted
29 edition, with Washington State modifications, if any
30 • *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current
31 edition
32 • City of Port Orchard Engineering Standards, current edition

33
34 Contractor shall obtain copies of these publications, at Contractor’s own expense.
35
36

37 **Division 1**
38 **General Requirements**

39
40 **1-01.3 Definitions**
41 *(January 4, 2016 APWA GSP)*

42
43 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace
44 them with the following:

45 **Dates**

46 ***Bid Opening Date***

47 The date on which the Contracting Agency publicly opens and reads the Bids.
48

- 1 **Award Date**
- 2 The date of the formal decision of the Contracting Agency to accept the lowest
- 3 responsible and responsive Bidder for the Work.
- 4 **Contract Execution Date**
- 5 The date the Contracting Agency officially binds the Agency to the Contract.
- 6 **Notice to Proceed Date**
- 7 The date stated in the Notice to Proceed on which the Contract time begins.
- 8 **Substantial Completion Date**
- 9 The day the Engineer determines the Contracting Agency has full and unrestricted
- 10 use and benefit of the facilities, both from the operational and safety standpoint, any
- 11 remaining traffic disruptions will be rare and brief, and only minor incidental work,
- 12 replacement of temporary substitute facilities, plant establishment periods, or
- 13 correction or repair remains for the Physical Completion of the total Contract.
- 14 **Physical Completion Date**
- 15 The day all of the Work is physically completed on the project. All documentation
- 16 required by the Contract and required by law does not necessarily need to be
- 17 furnished by the Contractor by this date.
- 18 **Completion Date**
- 19 The day all the Work specified in the Contract is completed and all the obligations of
- 20 the Contractor under the contract are fulfilled by the Contractor. All documentation
- 21 required by the Contract and required by law must be furnished by the Contractor
- 22 before establishment of this date.
- 23 **Final Acceptance Date**
- 24 The date on which the Contracting Agency accepts the Work as complete.

25
26 Supplement this Section with the following:

27
28 All references in the Standard Specifications, Amendments, or WSDOT General Special
29 Provisions, to the terms “Department of Transportation”, “Washington State
30 Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”,
31 “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

32
33 All references to the terms “State” or “state” shall be revised to read “Contracting
34 Agency” unless the reference is to an administrative agency of the State of Washington,
35 a State statute or regulation, or the context reasonably indicates otherwise.

36
37 All references to “State Materials Laboratory” shall be revised to read “Contracting
38 Agency designated location”.

39
40 All references to “final contract voucher certification” shall be interpreted to mean the
41 Contracting Agency form(s) by which final payment is authorized, and final completion
42 and acceptance granted.

43
44 **Additive**
45 A supplemental unit of work or group of bid items, identified separately in the Bid
46 Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition
47 to the base bid.

48

- 1 **Alternate**
- 2 One of two or more units of work or groups of bid items, identified separately in the Bid
- 3 Proposal, from which the Contracting Agency may make a choice between different
- 4 methods or material of construction for performing the same work.
- 5
- 6 **Business Day**
- 7 A business day is any day from Monday through Friday except holidays as listed in
- 8 Section 1-08.5.
- 9
- 10 **Contract Bond**
- 11 The definition in the Standard Specifications for “Contract Bond” applies to whatever
- 12 bond form(s) are required by the Contract Documents, which may be a combination of a
- 13 Payment Bond and a Performance Bond.
- 14
- 15 **Contract Documents**
- 16 See definition for “Contract”.
- 17
- 18 **Contract Time**
- 19 The period of time established by the terms and conditions of the Contract within which
- 20 the Work must be physically completed.
- 21
- 22 **Notice of Award**
- 23 The written notice from the Contracting Agency to the successful Bidder signifying the
- 24 Contracting Agency’s acceptance of the Bid Proposal.
- 25
- 26 **Notice to Proceed**
- 27 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
- 28 and directing the Contractor to proceed with the Work and establishing the date on which
- 29 the Contract time begins.
- 30
- 31 **Traffic**
- 32 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
- 33 equestrian traffic.
- 34

35 **Bid Procedures and Conditions**

36

37 **1-02.5 Proposal Forms**

38 *(July 31, 2017 APWA GSP)*

39

40 Delete this section and replace it with the following:

41

42 The Proposal Form will identify the project and its location and describe the work. It will

43 also list estimated quantities, units of measurement, the items of work, and the materials

44 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal

45 form that call for, but are not limited to, unit prices; extensions; summations; the total bid

46 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment

47 of addenda; the bidder’s name, address, telephone number, and signature; the bidder’s

48 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor’s

49 Registration Number; and a Business License Number, if applicable. Bids shall be

50 completed by typing or shall be printed in ink by hand, preferably in black ink. The

51 required certifications are included as part of the Proposal Form.

52

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

5
6 **Preparation of Proposal**

7
8 The fourth paragraph of Section 1-02.6 is revised to read:

9
10 (August 2, 2004)

11 The fifth and sixth paragraphs of Section 1-02.6 are deleted.

12
13 **1-02.7 Bid Deposit**
14 *(March 8, 2013 APWA GSP)*

15
16 Supplement this section with the following:

17
18 Bid bonds shall contain the following:

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

29
30 If so stated in the Contract Provisions, bidder must use the bond form included in the
31 Contract Provisions.

32
33 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

34
35 **1-02.9 Delivery of Proposal**
36 *(December 19, 2019 APWA GSP, Option A)*

37
38 Delete this section and replace it with the following:

39
40 Each Proposal shall be submitted in a sealed envelope, with the Project Name and
41 Project Number as stated in the Call for Bids clearly marked on the outside of the
42 envelope, or as otherwise required in the Bid Documents, to ensure proper handling and
43 delivery.

44
45 To be considered responsive on a FHWA-funded project, the Bidder may be required to
46 submit the following items, as required by Section 1-02.6:

- 47
- 48 • UDBE Written Confirmation Document from each UDBE firm listed on the
- 49 Bidder's completed UDBE Utilization Certification (WSDOT 272-056U)
- 50 • Good Faith Effort (GFE) Documentation

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- UDBE Bid Item Breakdown (WSDOT 272-054)
- UDBE Trucking Credit Form (WSDOT 272-058)

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received **no later than 48 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

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.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. 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, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

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.

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1-02.13 Irregular Proposals
(December 19, 2019 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 an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE 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 UDBE 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 UDBE 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 UDBE 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 **1-02.14 Disqualification of Bidders**

2 (May 17, 2018 APWA GSP, Option B)

3
4 Delete this section and replace it with the following:

5
6 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory
7 bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet
8 Supplemental Criteria 1-7 listed in this Section.

9
10 The Contracting Agency will verify that the Bidder meets the mandatory bidder
11 responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence
12 that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as
13 stated later in this Section.

14
15
16 1. **Delinquent State Taxes**

17
18 A Criterion: The Bidder shall not owe delinquent taxes to the Washington State
19 Department of Revenue without a payment plan approved by the Department
20 of Revenue.

21
22 B. Documentation: The Bidder, if and when required as detailed below, shall sign
23 a statement (on a form to be provided by the Contracting Agency) that the
24 Bidder does not owe delinquent taxes to the Washington State Department of
25 Revenue, or if delinquent taxes are owed to the Washington State
26 Department of Revenue, the Bidder must submit a written payment plan
27 approved by the Department of Revenue, to the Contracting Agency by the
28 deadline listed below.

29
30 2. **Federal Debarment**

31
32 A Criterion: The Bidder shall not currently be debarred or suspended by the
33 Federal government.

34
35 B. Documentation: The Bidder shall not be listed as having an “active exclusion”
36 on the U.S. government’s “System for Award Management” database
37 (www.sam.gov).

38
39 3. **Subcontractor Responsibility**

40
41 A Criterion: The Bidder’s standard subcontract form shall include the
42 subcontractor responsibility language required by RCW 39.06.020, and the
43 Bidder shall have an established procedure which it utilizes to validate the
44 responsibility of each of its subcontractors. The Bidder’s subcontract form
45 shall also include a requirement that each of its subcontractors shall have and
46 document a similar procedure to determine whether the sub-tier
47 subcontractors with whom it contracts are also “responsible” subcontractors
48 as defined by RCW 39.06.020.

49
50 B. Documentation: The Bidder, if and when required as detailed below, shall
51 submit a copy of its standard subcontract form for review by the Contracting

1 Agency, and a written description of its procedure for validating the
2 responsibility of subcontractors with which it contracts.

3
4 **4. Claims Against Retainage and Bonds**

5
6 A Criterion: The Bidder shall not have a record of excessive claims filed against
7 the retainage or payment bonds for public works projects in the three years
8 prior to the bid submittal date, that demonstrate a lack of effective
9 management by the Bidder of making timely and appropriate payments to its
10 subcontractors, suppliers, and workers, unless there are extenuating
11 circumstances and such circumstances are deemed acceptable to the
12 Contracting Agency.

13
14 B. Documentation: The Bidder, if and when required as detailed below, shall
15 submit a list of the public works projects completed in the three years prior to
16 the bid submittal date that have had claims against retainage and bonds and
17 include for each project the following information:

- 18
19 • Name of project
20 • The owner and contact information for the owner;
21 • A list of claims filed against the retainage and/or payment bond for any of
22 the projects listed;
23 • A written explanation of the circumstances surrounding each claim and
24 the ultimate resolution of the claim.

25
26 **5. Public Bidding Crime**

27
28 A Criterion: The Bidder and/or its owners shall not have been convicted of a
29 crime involving bidding on a public works contract in the five years prior to the
30 bid submittal date.

31
32 B. Documentation: The Bidder, if and when required as detailed below, shall sign
33 a statement (on a form to be provided by the Contracting Agency) that the
34 Bidder and/or its owners have not been convicted of a crime involving bidding
35 on a public works contract.

36
37 **6. Termination for Cause / Termination for Default**

38
39 A Criterion: The Bidder shall not have had any public works contract terminated
40 for cause or terminated for default by a government agency in the five years
41 prior to the bid submittal date, unless there are extenuating circumstances
42 and such circumstances are deemed acceptable to the Contracting Agency.

43
44 B. Documentation: The Bidder, if and when required as detailed below, shall sign
45 a statement (on a form to be provided by the Contracting Agency) that the
46 Bidder has not had any public works contract terminated for cause or
47 terminated for default by a government agency in the five years prior to the
48 bid submittal date; or if Bidder was terminated, describe the circumstances. .

49
50 **7. Lawsuits**

- 1 A. Criterion: The Bidder shall not have lawsuits with judgments entered against
2 the Bidder in the five years prior to the bid submittal date that demonstrate a
3 pattern of failing to meet the terms of contracts, unless there are extenuating
4 circumstances and such circumstances are deemed acceptable to the
5 Contracting Agency
6
- 7 B. Documentation: The Bidder, if and when required as detailed below, shall sign
8 a statement (on a form to be provided by the Contracting Agency) that the
9 Bidder has not had any lawsuits with judgments entered against the Bidder in
10 the five years prior to the bid submittal date that demonstrate a pattern of
11 failing to meet the terms of contracts, or shall submit a list of all lawsuits with
12 judgments entered against the Bidder in the five years prior to the bid
13 submittal date, along with a written explanation of the circumstances
14 surrounding each such lawsuit. The Contracting Agency shall evaluate these
15 explanations to determine whether the lawsuits demonstrate a pattern of
16 failing to meet of terms of construction related contracts
17

18 As evidence that the Bidder meets the Supplemental Criteria stated above, the
19 apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the
20 second business day following the bid submittal deadline, a written statement verifying
21 that the Bidder meets the supplemental criteria together with supporting documentation
22 (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance
23 with the Supplemental Criteria. The Contracting Agency reserves the right to request
24 further documentation as needed from the low Bidder and documentation from other
25 Bidders as well to assess Bidder responsibility and compliance with all bidder
26 responsibility criteria. The Contracting Agency also reserves the right to obtain
27 information from third-parties and independent sources of information concerning a
28 Bidder's compliance with the mandatory and supplemental criteria, and to use that
29 information in their evaluation. The Contracting Agency may consider mitigating
30 factors in determining whether the Bidder complies with the requirements of the
31 supplemental criteria.
32

33 The basis for evaluation of Bidder compliance with these mandatory and supplemental
34 criteria shall include any documents or facts obtained by Contracting Agency (whether
35 from the Bidder or third parties) including but not limited to: (i) financial, historical, or
36 operational data from the Bidder; (ii) information obtained directly by the Contracting
37 Agency from others for whom the Bidder has worked, or other public agencies or
38 private enterprises; and (iii) any additional information obtained by the Contracting
39 Agency which is believed to be relevant to the matter.
40

41 If the Contracting Agency determines the Bidder does not meet the bidder
42 responsibility criteria above and is therefore not a responsible Bidder, the Contracting
43 Agency shall notify the Bidder in writing, with the reasons for its determination. If the
44 Bidder disagrees with this determination, it may appeal the determination within two (2)
45 business days of the Contracting Agency's determination by presenting its appeal and
46 any additional information to the Contracting Agency. The Contracting Agency will
47 consider the appeal and any additional information before issuing its final
48 determination. If the final determination affirms that the Bidder is not responsible, the
49 Contracting Agency will not execute a contract with any other Bidder until at least two
50 business days after the Bidder determined to be not responsible has received the
51 Contracting Agency's final determination.
52

1 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders
2 with concerns about the relevancy or restrictiveness of the Supplemental Bidder
3 Responsibility Criteria may make or submit requests to the Contracting Agency to
4 modify the criteria. Such requests shall be in writing, describe the nature of the
5 concerns, and propose specific modifications to the criteria. Bidders shall submit such
6 requests to the Contracting Agency no later than five (5) business days prior to the bid
7 submittal deadline and address the request to the Project Engineer or such other
8 person designated by the Contracting Agency in the Bid Documents.
9

10 **1-02.15 Pre Award Information**
11 *(August 14, 2013 APWA GSP)*
12

13 Revise this section to read:

- 14
- 15 Before awarding any contract, the Contracting Agency may require one or more of these
16 items or actions of the apparent lowest responsible bidder:
- 17 1. A complete statement of the origin, composition, and manufacture of any or all
18 materials to be used,
 - 19 2. Samples of these materials for quality and fitness tests,
 - 20 3. A progress schedule (in a form the Contracting Agency requires) showing the order
21 of and time required for the various phases of the work,
 - 22 4. A breakdown of costs assigned to any bid item,
 - 23 5. Attendance at a conference with the Engineer or representatives of the Engineer,
 - 24 6. Obtain, and furnish a copy of, a business license to do business in the city or county
25 where the work is located.
 - 26 7. Any other information or action taken that is deemed necessary to ensure that the
27 bidder is the lowest responsible bidder.
- 28
29

30 **Award and Execution of Contract**

31

32 **1-03.3 Execution of Contract**
33 *(October 1, 2005 APWA GSP)*
34

35 Revise this section to read:

36

37 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
38 available for signature by the successful bidder on the first business day following award.
39 The number of copies to be executed by the Contractor will be determined by the
40 Contracting Agency.
41

42 Within 20 calendar days after the award date, the successful bidder shall return the
43 signed Contracting Agency-prepared contract, an insurance certification as required by
44 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before
45 execution of the contract by the Contracting Agency, the successful bidder shall provide
46 any pre-award information the Contracting Agency may require under Section 1-02.15.
47

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

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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 10 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).

Scope of the Work

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

3 *(March 13, 2012 APWA GSP)*
4

5 Revise the second paragraph to read:
6

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

- 9 1. Addenda,
 - 10 2. Proposal Form,
 - 11 3. Special Provisions,
 - 12 4. Contract Plans,
 - 13 5. Amendments to the Standard Specifications,
 - 14 6. Standard Specifications,
 - 15 7. Contracting Agency's Standard Plans or Details (if any), and
 - 16 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
- 17

18 **Control of Work**

19
20 **1-05.7 Removal of Defective and Unauthorized Work**

21 *(October 1, 2005 APWA GSP)*
22

23 Supplement this section with the following:
24

25 If the Contractor fails to remedy defective or unauthorized work within the time specified
26 in a written notice from the Engineer, or fails to perform any part of the work required by
27 the Contract Documents, the Engineer may correct and remedy such work as may be
28 identified in the written notice, with Contracting Agency forces or by such other means as
29 the Contracting Agency may deem necessary.
30

31 If the Contractor fails to comply with a written order to remedy what the Engineer
32 determines to be an emergency situation, the Engineer may have the defective and
33 unauthorized work corrected immediately, have the rejected work removed and replaced,
34 or have work the Contractor refuses to perform completed by using Contracting Agency
35 or other forces. An emergency situation is any situation when, in the opinion of the
36 Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk
37 of loss or damage to the public.
38

39 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
40 remedying defective or unauthorized work, or work the Contractor failed or refused to
41 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
42 monies due, or to become due, the Contractor. Such direct and indirect costs shall
43 include in particular, but without limitation, compensation for additional professional
44 services required, and costs for repair and replacement of work of others destroyed or
45 damaged by correction, removal, or replacement of the Contractor's unauthorized work.
46

47 No adjustment in contract time or compensation will be allowed because of the delay in
48 the performance of the work attributable to the exercise of the Contracting Agency's
49 rights provided by this Section.
50

1 The rights exercised under the provisions of this section shall not diminish the
2 Contracting Agency's right to pursue any other avenue for additional remedy or damages
3 with respect to the Contractor's failure to perform the work as required.
4

5
6 **1-05.11 Final Inspection**
7

8 Delete this section and replace it with the following:
9

10 **1-05.11 Final Inspections and Operational Testing**
11 *(October 1, 2005 APWA GSP)*
12

13 **1-05.11(1) Substantial Completion Date**
14

15 When the Contractor considers the work to be substantially complete, the Contractor
16 shall so notify the Engineer and request the Engineer establish the Substantial
17 Completion Date. The Contractor's request shall list the specific items of work that
18 remain to be completed in order to reach physical completion. The Engineer will
19 schedule an inspection of the work with the Contractor to determine the status of
20 completion. The Engineer may also establish the Substantial Completion Date
21 unilaterally.
22

23 If, after this inspection, the Engineer concurs with the Contractor that the work is
24 substantially complete and ready for its intended use, the Engineer, by written notice to
25 the Contractor, will set the Substantial Completion Date. If, after this inspection the
26 Engineer does not consider the work substantially complete and ready for its intended
27 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
28 therefor.
29

30 Upon receipt of written notice concurring in or denying substantial completion, whichever
31 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
32 interruption, the work necessary to reach Substantial and Physical Completion. The
33 Contractor shall provide the Engineer with a revised schedule indicating when the
34 Contractor expects to reach substantial and physical completion of the work.
35

36 The above process shall be repeated until the Engineer establishes the Substantial
37 Completion Date and the Contractor considers the work physically complete and ready for
38 final inspection.
39

40 **1-05.11(2) Final Inspection and Physical Completion Date**
41

42 When the Contractor considers the work physically complete and ready for final
43 inspection, the Contractor by written notice, shall request the Engineer to schedule a
44 final inspection. The Engineer will set a date for final inspection. The Engineer and the
45 Contractor will then make a final inspection and the Engineer will notify the Contractor in
46 writing of all particulars in which the final inspection reveals the work incomplete or
47 unacceptable. The Contractor shall immediately take such corrective measures as are
48 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,
49 diligently, and without interruption until physical completion of the listed deficiencies. This
50 process will continue until the Engineer is satisfied the listed deficiencies have been
51 corrected.
52

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

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

8
9 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
10 Contracting Agency, in writing, of the date upon which the work was considered physically
11 complete. That date shall constitute the Physical Completion Date of the contract, but shall
12 not imply acceptance of the work or that all the obligations of the Contractor under the
13 contract have been fulfilled.

14 15 **1-05.11(3) Operational Testing**

16
17 It is the intent of the Contracting Agency to have at the Physical Completion Date a
18 complete and operable system. Therefore when the work involves the installation of
19 machinery or other mechanical equipment; street lighting, electrical distribution or signal
20 systems; irrigation systems; buildings; or other similar work it may be desirable for the
21 Engineer to have the Contractor operate and test the work for a period of time after final
22 inspection but prior to the physical completion date. Whenever items of work are listed in
23 the Contract Provisions for operational testing they shall be fully tested under operating
24 conditions for the time period specified to ensure their acceptability prior to the Physical
25 Completion Date. During and following the test period, the Contractor shall correct any
26 items of workmanship, materials, or equipment which prove faulty, or that are not in first
27 class operating condition. Equipment, electrical controls, meters, or other devices and
28 equipment to be tested during this period shall be tested under the observation of the
29 Engineer, so that the Engineer may determine their suitability for the purpose for which
30 they were installed. The Physical Completion Date cannot be established until testing
31 and corrections have been completed to the satisfaction of the Engineer.

32
33 The costs for power, gas, labor, material, supplies, and everything else needed to
34 successfully complete operational testing, shall be included in the unit contract prices
35 related to the system being tested, unless specifically set forth otherwise in the proposal.

36
37 Operational and test periods, when required by the Engineer, shall not affect a
38 manufacturer's guaranties or warranties furnished under the terms of the contract.

39 40 41 **1-05.13 Superintendents, Labor and Equipment of Contractor** 42 *(August 14, 2013 APWA GSP)*

43
44 Delete the sixth and seventh paragraphs of this section.

45 46 **1-05.15 Method of Serving Notices** 47 *(March 25, 2009 APWA GSP)*

48
49 Revise the second paragraph to read:

50 All correspondence from the Contractor shall be directed to the Project Engineer. All
51 correspondence from the Contractor constituting any notification, notice of protest, notice

1 of dispute, or other correspondence constituting notification required to be furnished
2 under the Contract, must be in paper format, hand delivered or sent via mail delivery
3 service to the Project Engineer's office. Electronic copies such as e-mails or
4 electronically delivered copies of correspondence will not constitute such notice and will
5 not comply with the requirements of the Contract.
6

7 Add the following new section:
8

9 **1-05.16 Water and Power**
10 *(October 1, 2005 APWA GSP)*

11
12 The Contractor shall make necessary arrangements, and shall bear the costs for power
13 and water necessary for the performance of the work, unless the contract includes power
14 and water as a pay item.
15

16 **Legal Relations and Responsibilities to the Public**
17

18 **1-07.2 State Taxes**
19

20 Delete this section, including its sub-sections, in its entirety and replace it with the following:
21

22 **1-07.2 State Sales Tax**
23 *(June 27, 2011 APWA GSP)*
24

25 The Washington State Department of Revenue has issued special rules on the State
26 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
27 Contractor should contact the Washington State Department of Revenue for answers to
28 questions in this area. The Contracting Agency will not adjust its payment if the
29 Contractor bases a bid on a misunderstood tax liability.
30

31 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
32 contract amounts. In some cases, however, state retail sales tax will not be included.
33 Section 1-07.2(2) describes this exception.
34

35 The Contracting Agency will pay the retained percentage (or release the Contract Bond if
36 a FHWA-funded Project) only if the Contractor has obtained from the Washington State
37 Department of Revenue a certificate showing that all contract-related taxes have been
38 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the
39 Contractor any amount the Contractor may owe the Washington State Department of
40 Revenue, whether the amount owed relates to this contract or not. Any amount so
41 deducted will be paid into the proper State fund.
42

43 **1-07.2(1) State Sales Tax — Rule 171**
44

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

1 amounts, including those that the Contractor pays on the purchase of the materials,
2 equipment, or supplies used or consumed in doing the work.

3
4 **1-07.2(2) State Sales Tax — Rule 170**

5
6 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
7 existing buildings, or other structures, upon real property. This includes, but is not
8 limited to, the construction of streets, roads, highways, etc., owned by the state of
9 Washington; water mains and their appurtenances; sanitary sewers and sewage
10 disposal systems unless such sewers and disposal systems are within, and a part of, a
11 street or road drainage system; telephone, telegraph, electrical power distribution lines,
12 or other conduits or lines in or above streets or roads, unless such power lines become a
13 part of a street or road lighting system; and installing or attaching of any article of
14 tangible personal property in or to real property, whether or not such personal property
15 becomes a part of the realty by virtue of installation.

16
17 For work performed in such cases, the Contractor shall collect from the Contracting
18 Agency, retail sales tax on the full contract price. The Contracting Agency will
19 automatically add this sales tax to each payment to the Contractor. For this reason, the
20 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other
21 contract amount subject to Rule 170, with the following exception.

22
23 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
24 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
25 consumable supplies not integrated into the project. Such sales taxes shall be included
26 in the unit bid item prices or in any other contract amount.

27
28 **1-07.2(3) Services**

29
30 The Contractor shall not collect retail sales tax from the Contracting Agency on any
31 contract wholly for professional or other services (as defined in Washington State
32 Department of Revenue Rules 138 and 244).

33
34 **Sanitation**

35
36 ***Health Hazards***

37
38 Section 1-07.4(2) is supplemented with the following:

39
40 **(May 13, 2020)**
41 **COVID-19 Health and Safety Plan (CHSP)**

42 The Contractor shall prepare a project specific COVID-19 health and safety plan
43 (CHSP). The CHSP shall be prepared and submitted as a Type 2 Working Drawing
44 prior to beginning physical Work. The CHSP shall be based on the most current State
45 and Federal requirements. If the State or Federal requirements are revised, the
46 CHSP shall be updated as necessary to conform to the current requirements.

47
48 The Contractor shall update and resubmit the CHSP as the work progresses and
49 new activities appear on the look ahead schedule required under Section 1-08.3(2)D.
50 If the conditions change on the project, or a particular activity, the Contractor shall
51 update and resubmit the CHSP. Work on any activity shall cease if conditions prevent
52 full compliance with the CHSP.

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The CHSP shall address the health and safety of all people associated with the project including State workers in the field, Contractor personnel, consultants, project staff, subcontractors, suppliers and anyone on the project site, staging areas, or yards.

COVID-19 Health and Safety Plan (CHSP) Inspection

The Contractor shall grant full and unrestricted access to the Engineer for CHSP Inspections. The Engineer (or designee) will conduct periodic compliance inspections on the project site, staging areas, or yards to verify that any ongoing work activity is following the CHSP plan. If the Engineer becomes aware of a noncompliance incident either through a site inspection or other means, the Contractor will be notified immediately (within 1 hour). The Contractor shall immediately remedy the noncompliance incident or suspend all or part of the associated work activity. The Contractor shall satisfy the Engineer that the noncompliance incident has been corrected before the suspension will end.

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.

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

- *** Water and Sewer – City of Port Orchard
- Gas – PSE, 1-888-225-5773
- Electric – PSE, 1-888-225-5773
- Telephone – Century Link, 1-800-244-1111
- Cable – Comcast, 503-399-4494 ***

Prosecution and Progress

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

1 of operations by the Contractor shall not relieve the Contractor of the responsibility to
2 complete the work within the time(s) specified in the contract.

3
4 When shown in the Plans, the first order of work shall be the installation of high visibility
5 fencing to delineate all areas for protection or restoration, as described in the Contract.
6 Installation of high visibility fencing adjacent to the roadway shall occur after the
7 placement of all necessary signs and traffic control devices in accordance with 1-10.1(2).
8 Upon construction of the fencing, the Contractor shall request the Engineer to inspect the
9 fence. No other work shall be performed on the site until the Contracting Agency has
10 accepted the installation of high visibility fencing, as described in the Contract.

11
12 **Temporary Traffic Control**

13
14 **Measurement**

15
16 ***Lump Sum Bid for Project (No Unit Items)***

17
18 Section 1-10.4(1) is supplemented with the following:

19
20 (August 2, 2004)

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

23
24 **Division 5**
25 **Surface Treatments and Pavements**

26
27 **Hot Mix Asphalt**

28
29 **5-04 Hot Mix Asphalt**
30 *(July 18, 2018 APWA GSP)*

31
32 Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:

33
34 **5-04.1 Description**

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

41
42 HMA shall be composed of asphalt binder and mineral materials as may be required,
43 mixed in the proportions specified to provide a homogeneous, stable,
44 and workable mixture.

45
46 **5-04.2 Materials**

47 Materials shall meet the requirements of the following sections:

- | | | |
|----|-----------------------------|-----------|
| 48 | Asphalt Binder | 9-02.1(4) |
| 49 | Cationic Emulsified Asphalt | 9-02.1(6) |
| 50 | Anti-Stripping Additive | 9-02.4 |

1	HMA Additive	9-02.5
2	Aggregates	9-03.8
3	Recycled Asphalt Pavement	9-03.8(3)B
4	Mineral Filler	9-03.8(5)
5	Recycled Material	9-03.21
6	Portland Cement	9-01
7	Sand	9-03.1(2)
8	(As noted in 5-04.3(5)C for crack sealing)	
9	Joint Sealant	9-04.2
10	Foam Backer Rod	9-04.2(3)A

11 The Contract documents may establish that the various mineral materials required for
12 the manufacture of HMA will be furnished in whole or in part by the Contracting Agency.
13 If the documents do not establish the furnishing of any of these mineral materials by the
14 Contracting Agency, the Contractor shall be required to furnish such materials in the
15 amounts required for the designated mix. Mineral materials include coarse and fine
16 aggregates, and mineral filler.

17
18 The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production
19 of HMA. The RAP may be from pavements removed under the Contract, if any, or
20 pavement material from an existing stockpile.

21
22 The Contractor may use up to 20 percent RAP by total weight of HMA with no additional
23 sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of
24 one sample for every 1,000 tons produced and not less than ten samples per project.
25 The asphalt content and gradation test data shall be reported to the Contracting Agency
26 when submitting the mix design for approval on the QPL. The Contractor shall include
27 the RAP as part of the mix design as defined in these Specifications.

28
29 The grade of asphalt binder shall be as required by the Contract. Blending of asphalt
30 binder from different sources is not permitted.

31
32 The Contractor may only use warm mix asphalt (WMA) processes in the production of
33 HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to
34 the Engineer for approval the process that is proposed and how it will be used in the
35 manufacture of HMA.

36
37 Production of aggregates shall comply with the requirements of Section 3-01.
38 Preparation of stockpile site, the stockpiling of aggregates, and the removal of
39 aggregates from stockpiles shall comply with the requirements of Section 3-02.

40
41 **5-04.2(1) How to Get an HMA Mix Design on the QPL**
42 If the contractor wishes to submit a mix design for inclusion in the Qualified Products List
43 (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).
44

45 **5-04.2(1)A Vacant**
46

47 **5-04.2(2) Mix Design – Obtaining Project Approval**

1 No paving shall begin prior to the approval of the mix design by the Engineer.
2
3 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA
4 in the contract documents.
5
6 **Commercial** evaluation will be used for Commercial HMA and for other classes of HMA
7 in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails,
8 gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted
9 by commercial evaluation shall be as approved by the Project Engineer. Sampling and
10 testing of HMA accepted by commercial evaluation will be at the option of the Project
11 Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will
12 be excluded from the quantities used in the determination of nonstatistical evaluation.
13
14 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the contractor
15 shall provide one of the following mix design verification certifications for Contracting
16 Agency review;
17
18 • The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or
19 one of the mix design verification certifications listed below.
20 • The proposed HMA mix design on WSDOT Form 350-042 with the seal and
21 certification (stamp & signature) of a valid licensed Washington State
22 Professional Engineer.
23 • The Mix Design Report for the proposed HMA mix design developed by a
24 qualified City or County laboratory that is within one year of the approval date.**
25
26 The mix design shall be performed by a lab accredited by a national authority such as
27 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The
28 Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO
29 Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO:
30 resource proficiency sample program.
31
32 Mix designs for HMA accepted by Nonstatistical evaluation shall;
33
34 • Have the aggregate structure and asphalt binder content determined in
35 accordance with WSDOT Standard Operating Procedure 732 and meet the
36 requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and
37 stripping are at the discretion of the Engineer, and 9-03.8(6).
38 • Have anti-strip requirements, if any, for the proposed mix design determined in
39 accordance with AASHTO T 283 or T 324, or based on historic anti-strip and
40 aggregate source compatibility from previous WSDOT lab testing.
41
42 At the discretion of the Engineer, agencies may accept verified mix designs older than 12
43 months from the original verification date with a certification from the Contractor that the
44 materials and sources are the same as those shown on the original mix design.
45
46 Commercial Evaluation Approval of a mix design for "Commercial Evaluation" will be
47 based on a review of the Contractor's submittal of WSDOT Form 350-042 (For
48 commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the

1 current WSDOT QPL or from one of the processes allowed by this section. Testing of the
2 HMA by the Contracting Agency for mix design approval is not required.

3
4 For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and
5 design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.
6

7 **5-04.2(2)B Using Warm Mix Asphalt Processes**

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

- 12
- 13 • Do not use additives that reduce the mixing temperature more than allowed in
- 14 Section 5-04.3(6) in the production of mixtures.
- 15 • Before using additives, obtain the Engineer's approval using WSDOT Form 350-
- 16 076 to describe the proposed additive and process.
- 17

18 **5-04.3 Construction Requirements**

19
20 **5-04.3(1) Weather Limitations**

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

23
24 Do not place HMA on any wet surface, or when the average surface temperatures are
25 less than those specified below, or when weather conditions otherwise prevent the
26 proper handling or finishing of the HMA.

27
28

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

29

30 **5-04.3(2) Paving Under Traffic**

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

33

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

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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:

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

1 operation of the field testing facilities of the Contracting Agency as provided for in
2 Section 3-01.2(2).

- 3 5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the
4 following methods:
- 5 a. A mechanical sampling device attached to the HMA plant.
 - 6 b. Platforms or devices to enable sampling from the hauling vehicle without
7 entering the hauling vehicle.
- 8

9 **5-04.3(3)B Hauling Equipment**

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

16
17 The contractor shall provide an environmentally benign means to prevent the HMA
18 mixture from adhering to the hauling equipment. Excess release agent shall be drained
19 prior to filling hauling equipment with HMA. Petroleum derivatives or other coating
20 material that contaminate or alter the characteristics of the HMA shall not be used. For
21 live bed trucks, the conveyer shall be in operation during the process of applying the
22 release agent.

23
24 **5-04.3(3)C Pavers**

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

28
29 The HMA paver shall be in good condition and shall have the most current equipment
30 available from the manufacturer for the prevention of segregation of the HMA mixture
31 installed, in good condition, and in working order. The equipment certification shall list
32 the make, model, and year of the paver and any equipment that has been retrofitted.

33
34 The screed shall be operated in accordance with the manufacturer's recommendations
35 and shall effectively produce a finished surface of the required evenness and texture
36 without tearing, shoving, segregating, or gouging the mixture. A copy of the
37 manufacturer's recommendations shall be provided upon request by the Contracting
38 Agency. Extensions will be allowed provided they produce the same results, including
39 ride, density, and surface texture as obtained by the primary screed. Extensions without
40 augers and an internally heated vibratory screed shall not be used in the Traveled Way.

41
42 When specified in the Contract, reference lines for vertical control will be required. Lines
43 shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal
44 control utilizing the reference line will be permitted. The grade and slope for intermediate
45 lanes shall be controlled automatically from reference lines or by means of a mat
46 referencing device and a slope control device. When the finish of the grade prepared for
47 paving is superior to the established tolerances and when, in the opinion of the Engineer,
48 further improvement to the line, grade, cross-section, and smoothness can best be

1 achieved without the use of the reference line, a mat referencing device may be
2 substituted for the reference line. Substitution of the device will be subject to the
3 continued approval of the Engineer. A joint matcher may be used subject to the approval
4 of the Engineer. The reference line may be removed after the completion of the first
5 course of HMA when approved by the Engineer. Whenever the Engineer determines that
6 any of these methods are failing to provide the necessary vertical control, the reference
7 lines will be reinstalled by the Contractor.

8
9 The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and
10 accessories necessary for satisfactory operation of the automatic control equipment.

11
12 If the paving machine in use is not providing the required finish, the Engineer may
13 suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled
14 on the pavement shall be thoroughly removed before paving proceeds.

15

16 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

17 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's
18 approval, unless other-wise required by the contract.

19

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

23

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

29

30 To be approved for use, an MTV:

31

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

39

40 To be approved for use, an MTD:

41

- 42 1. Shall be positively connected to the paver.
- 43 2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
- 44 3. Shall mix the HMA after delivery by the hauling equipment and prior to
- 45 placement into the paving machine.

1 4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the
2 mixture.
3

4 **5-04.3(3)E Rollers**

5 Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good
6 condition and capable of reversing without backlash. Operation of the roller shall be in
7 accordance with the manufacturer's recommendations. When ordered by the Engineer
8 for any roller planned for use on the project, the Contractor shall provide a copy of the
9 manufacturer's recommendation for the use of that roller for compaction of HMA. The
10 number and weight of rollers shall be sufficient to compact the mixture in compliance
11 with the requirements of Section 5-04.3(10). The use of equipment that results in
12 crushing of the aggregate will not be permitted. Rollers producing pickup, washboard,
13 uneven compaction of the surface, displacement of the mixture or other undesirable
14 results shall not be used.

15
16 **5-04.3(4) Preparation of Existing Paved Surfaces**

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

20
21 Preleveling of uneven or broken surfaces over which HMA is to be placed may be
22 accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as
23 approved by the Engineer.

24
25 Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may
26 require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to
27 avoid bridging across preleveled areas by the compaction equipment. Equipment used
28 for the compaction of preleveling HMA shall be approved by the Engineer.

29
30 Before construction of HMA on an existing paved surface, the entire surface of the
31 pavement shall be clean. All fatty asphalt patches, grease drippings, and other
32 objectionable matter shall be entirely removed from the existing pavement. All
33 pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement
34 grindings, and other foreign matter. All holes and small depressions shall be filled with an
35 appropriate class of HMA. The surface of the patched area shall be leveled and
36 compacted thoroughly. Prior to the application of tack coat, or paving, the condition of
37 the surface shall be approved by the Engineer.

38
39 A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA
40 is to be placed or abutted; except that tack coat may be omitted from clean, newly paved
41 surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover
42 the existing pavement with a thin film of residual asphalt free of streaks and bare spots at
43 a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of
44 application shall be approved by the Engineer. A heavy application of tack coat shall be
45 applied to all joints. For Roadways open to traffic, the application of tack coat shall be
46 limited to surfaces that will be paved during the same working shift. The spreading
47 equipment shall be equipped with a thermometer to indicate the temperature of the tack
48 coat material.

49

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

4

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

10

11 **5-04.3(4)A Crack Sealing**

12

13 **5-04.3(4)A1 General**

14 When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width
15 and greater.

16

17 **Cleaning:** Ensure that cracks are thoroughly clean, dry and free of all loose and foreign
18 material when filling with crack sealant material. Use a hot compressed air lance to dry
19 and warm the pavement surfaces within the crack immediately prior to filling a crack with
20 the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing
21 cracks is not required.

22

23 **Sand Slurry:** For cracks that are to be filled with sand slurry, thoroughly mix the
24 components and pour the mixture into the cracks until full. Add additional CSS-1 cationic
25 emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will
26 completely fill the cracks. Strike off the sand slurry flush with the existing pavement
27 surface and allow the mixture to cure. Top off cracks that were not completely filled with
28 additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

29

30 The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt,
31 approximately 2 percent portland cement, water (if required), and the remainder clean
32 Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly
33 mixed and then poured into the cracks and joints until full. The following day, any cracks
34 or joints that are not completely filled shall be topped off with additional sand slurry. After
35 the sand slurry is placed, the filler shall be struck off flush with the existing pavement
36 surface and allowed to cure. The HMA overlay shall not be placed until the slurry has
37 fully cured. The requirements of Section 1-06 will not apply to the portland cement and
38 sand used in the sand slurry.

39

40 In areas where HMA will be placed, use sand slurry to fill the cracks.

41

42 In areas where HMA will not be placed, fill the cracks as follows:

43

44 1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.

45 2. Cracks greater than 1 inch in width – fill with sand slurry.

46

1 **Hot Poured Sealant:** For cracks that are to be filled with hot poured sealant, apply the
2 material in accordance with these requirements and the manufacturer's
3 recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product
4 information and recommendations to the Engineer prior to the start of work, including the
5 manufacturer's recommended heating time and temperatures, allowable storage time
6 and temperatures after initial heating, allowable reheating criteria, and application
7 temperature range. Confine hot poured sealant material within the crack. Clean any
8 overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the
9 Contractor's method of sealing the cracks with hot poured sealant results in an excessive
10 amount of material on the pavement surface, stop and correct the operation to eliminate
11 the excess material.

12

13 **5-04.3(4)A2 Crack Sealing Areas Prior to Paving**

14 In areas where HMA will be placed, use sand slurry to fill the cracks.

15

16 **5-04.3(4)A3 Crack Sealing Areas Not to be Paved**

17 In areas where HMA will not be placed, fill the cracks as follows:

18

19 A. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.

20 B. Cracks greater than 1 inch in width – fill with sand slurry.

21

22 **5-04.3(4)B Vacant**

23

24 **5-04.3(4)C Pavement Repair**

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

34

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

42

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

46

47 Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot
48 compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished

1 with the approval of the Engineer. Each lift shall be thoroughly compacted by a
2 mechanical tamper or a roller.

3

4 **5-04.3(5) Producing/Stockpiling Aggregates and RAP**

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

10

11 **5-04.3(5)A Vacant**

12

13 **5-04.3(6) Mixing**

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

18

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

27

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

37

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

47

48 **5-04.3(7) Spreading and Finishing**

1 The mixture shall be laid upon an approved surface, spread, and struck off to the grade
2 and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used
3 to distribute the mixture. Unless otherwise directed by the Engineer, the nominal
4 compacted depth of any layer of any course shall not exceed the following:

5		
6	HMA Class 1"	0.35 feet
7	HMA Class 3/4" and HMA Class 1/2"	
8	wearing course	0.30 feet
9	other courses	0.35 feet
10	HMA Class 3/8"	0.15 feet

11

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

15

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

21

22 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**

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

27

28 **5-04.3(9) HMA Mixture Acceptance**

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

30

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

33

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

40

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

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45 **HMA Tolerances and Adjustments**

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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", 3/4", 1/2", 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 1 1/2", 1", 3/4", 1/2", 3/8", 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

1 equal to one day's production or 800 tons, whichever is less except that the final subplot
2 will be a minimum of 400 tons and may be increased to 1200 tons.

3
4 All of the test results obtained from the acceptance samples from a given lot shall be
5 evaluated collectively. If the Contractor requests a change to the JMF that is approved,
6 the material produced after the change will be evaluated on the basis of the new JMF for
7 the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot
8 in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request
9 after the Engineer is satisfied that material conforming to the Specifications can be
10 produced.

11
12 Sampling and testing for evaluation shall be performed on the frequency of one sample
13 per subplot.

14
15 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**
16 Samples for acceptance testing shall be obtained by the Contractor when ordered by the
17 Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer
18 and in accordance with AASH-TO T 168. A minimum of three samples should be taken
19 for each class of HMA placed on a project. If used in a structural application, at least one
20 of the three samples shall to be tested.

21
22 Sampling and testing HMA in a Structural application where quantities are less than 400
23 tons is at the discretion of the Engineer.

24
25 For HMA used in a structural application and with a total project quantity less than 800
26 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In
27 all cases, a minimum of 3 samples will be obtained at the point of acceptance, a
28 minimum of one of the three samples will be tested for conformance to the JMF:

- 29
- 30 • If the test results are found to be within specification requirements, additional
31 testing will be at the Engineer's discretion.
 - 32 • If test results are found not to be within specification requirements, additional
33 testing of the remaining samples to determine a Composite Pay Factor (CPF) shall
34 be performed.

35
36 **5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing**
37 Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If
38 tested, compliance of V_a will use WSDOT SOP 731.

39
40 Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T
41 308.

42
43 Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

44
45 **5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors**

1 For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting
 2 Agency will determine a Composite Pay Factor (CPF) using the following price
 3 adjustment factors:
 4

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 (Va) (where applicable)	20

5
 6 Each lot of HMA produced under Nonstatistical Evaluation and having all constituents
 7 falling within the tolerance limits of the job mix formula shall be accepted at the unit
 8 Contract price with no further evaluation. When one or more constituents fall outside the
 9 nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment
 10 Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the
 11 appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the
 12 CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup
 13 samples of the existing sublots or samples from the Roadway shall be tested to provide
 14 a minimum of three sets of results for evaluation.

15
 16 **5-04.3(9)C5 Vacant**

17
 18 **5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments**

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

24
 25 If a constituent is not measured in accordance with these Specifications, its individual
 26 pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

27
 28 **5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests**

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

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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 Composite Pay Factor (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 Composite Pay Factor (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.

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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.

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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.

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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

1 conformance with the nonstatistical acceptance Specification. If the CPF for the rejected
2 material is less than 0.75, no payment will be made for the rejected material; in addition,
3 the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater
4 than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting
5 Agency. If the material is rejected before placement and the CPF is greater than or equal
6 to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection
7 occurs after placement and the CPF is greater than or equal to 0.75, compensation for
8 the rejected material will be at the calculated CPF with an addition of 25 percent of the
9 unit Contract price added for the cost of removal and disposal.

10
11 **5-04.3(11)D Rejection - A Partial Sublot**

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

18
19 **5-04.3(11)E Rejection - An Entire Sublot**

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

24
25 **5-04.3(11)F Rejection - A Lot in Progress**

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

- 29
30 1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and
31 the Contractor is taking no corrective action, or
32 2. When the Pay Factor (PF) for any constituent of a lot in progress drops below
33 0.95 and the Contractor is taking no corrective action, or
34 3. When either the PFi for any constituent or the CPF of a lot in progress is less
35 than 0.75.

36
37 **5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)**

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

39
40 **5-04.3(12) Joints**

41
42 **5-04.3(12)A HMA Joints**

43
44 **5-04.3(12)A1 Transverse Joints**

45 The Contractor shall conduct operations such that the placing of the top or wearing
46 course is a continuous operation or as close to continuous as possible. Unscheduled
47 transverse joints will be allowed and the roller may pass over the unprotected end of the

1 freshly laid mixture only when the placement of the course must be discontinued for such
2 a length of time that the mixture will cool below compaction temperature. When the Work
3 is resumed, the previously compacted mixture shall be cut back to produce a slightly
4 beveled edge for the full thickness of the course.

5

6 A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a
7 transverse joint as a result of paving or planing is open to traffic. The HMA in the
8 temporary wedge shall be separated from the permanent HMA by strips of heavy
9 wrapping paper or other methods approved by the Engineer. The wrapping paper shall
10 be removed and the joint trimmed to a slightly beveled edge for the full thickness of the
11 course prior to resumption of paving.

12

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

15

16 **5-04.3(12)A2 Longitudinal Joints**

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

26

27 **5-04.3(12)B Bridge Paving Joint Seals**

28

29 **5-04.3(12)B1 HMA Sawcut and Seal**

30 Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends
31 of the bridge paving joint seals to be placed at the bridge ends, and at interior joints
32 within the bridge deck when and where shown in the Plans. Establish the sawcut
33 alignment points in a manner that they remain functional for use in aligning the sawcut
34 after placing the overlay.

35

36 Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application
37 procedure.

38

39 Construct the bridge paving joint seal as specified on the Plans and in accordance with
40 the detail shown in the Standard Plans. Construct the sawcut in accordance with the
41 detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-
42 05.3(8)B and the manufacturer's application procedure.

43

44 **5-04.3(12)B2 Paved Panel Joint Seal**

45 Construct the paved panel joint seal in accordance with the requirements specified in
46 section 5-04.3(12)B1 and the following requirement:

47

- 1 1. Clean and seal the existing joint between concrete panels in accordance with
2 Section 5-01.3(8) and the details shown in the Standard Plans.

3

4 **5-04.3(13) Surface Smoothness**

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

11

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

15

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

20

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

23

24 Deviations in excess of the above tolerances that result from a low place in the HMA and
25 deviations resulting from a high place where corrective action, in the opinion of the
26 Engineer, will not produce satisfactory results will be accepted with a price adjustment.
27 The Engineer shall deduct from monies due or that may become due to the Contractor
28 the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in
29 which any excessive deviations described above are found.

30

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

36

37 Utility appurtenance adjustment discussions will be included in the Pre-Paving planning
38 (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior
39 to the start of paving.

40

41 **5-04.3(14) Planing (Milling) Bituminous Pavement**

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

45

46 Locations of existing surfacing to be planed are as shown in the Drawings.

47

1 Where planing an existing pavement is specified in the Contract, the Contractor must
2 remove existing surfacing material and to reshape the surface to remove irregularities.
3 The finished product must be a prepared surface acceptable for receiving an HMA
4 overlay.
5

6 Use the cold milling method for planing unless otherwise specified in the Contract. Do
7 not use the planer on the final wearing course of new HMA.
8

9 Conduct planing operations in a manner that does not tear, break, burn, or otherwise
10 damage the surface which is to remain. The finished planed surface must be slightly
11 grooved or roughened and must be free from gouges, deep grooves, ridges, or other
12 imperfections. The Contractor must repair any damage to the surface by the Contractor's
13 planing equipment, using an Engineer approved method.
14

15 Repair or replace any metal castings and other surface improvements damaged by
16 planing, as determined by the Engineer.
17

18 A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a
19 minimum of 4 inches of curb reveal after placement and compaction of the final wearing
20 course. The dimensions of the wedge must be as shown on the Drawings or as specified
21 by the Engineer.
22

23 A tapered wedge cut must also be made at transitions to adjoining pavement surfaces
24 (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line
25 with vertical faces 2 inches or more in height, producing a smooth transition to the
26 existing adjoining pavement.
27

28 After planing is complete, planed surfaces must be swept, cleaned, and if required by the
29 Contract, patched and preleveled.
30

31 The Engineer may direct additional depth planing. Before performing this additional
32 depth planing, the Contractor must conduct a hidden metal in pavement detection survey
33 as specified in Section 5-04.3(14)A.
34

35 **5-04.3(14)A Pre-Planing Metal Detection Check**

36 Before starting planing of pavements, and before any additional depth planing required
37 by the Engineer, the Contractor must conduct a physical survey of existing pavement to
38 be planed with equipment that can identify hidden metal objects.
39

40 Should such metal be identified, promptly notify the Engineer.
41

42 See Section 1-07.16(1) regarding the protection of survey monumentation that may be
43 hidden in pavement.
44

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

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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.

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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

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

- 8
- 9 1. General for both Paving Plan and for Planing Plan:
- 10 a. The actual times of starting and ending daily operations.
- 11 b. In intersections, how to break up the intersection, and address traffic control
- 12 and signalization for that operation, including use of peace officers.
- 13 c. The sequencing and scheduling of paving operations and of planing operations,
- 14 as applicable, as it relates to traffic control, to public convenience and safety,
- 15 and to other con-tractors who may operate in the Project Site.
- 16 d. Notifications required of Contractor activities, and coordinating with other
- 17 entities and the public as necessary.
- 18 e. Description of the sequencing of installation and types of temporary pavement
- 19 markings as it relates to planning and to paving.
- 20 f. Description of the sequencing of installation of, and the removal of, temporary
- 21 pavement patch material around exposed castings and as may be needed
- 22 g. Description of procedures and equipment to identify hidden metal in the
- 23 pavement, such as survey monumentation, monitoring wells, street car rail, and
- 24 castings, before planning, see Section 5-04.3(14)B2.
- 25 h. Description of how flaggers will be coordinated with the planing, paving, and
- 26 related operations.
- 27 i. Description of sequencing of traffic controls for the process of rigid pavement
- 28 base repairs.
- 29 j. Other items the Engineer deems necessary to address.
- 30 2. Paving – additional topics:
- 31 a. When to start applying tack and coordinating with paving.
- 32 b. Types of equipment and numbers of each type equipment to be used. If more
- 33 pieces of equipment than personnel are proposed, describe the sequencing of
- 34 the personnel operating the types of equipment. Discuss the continuance of
- 35 operator personnel for each type equipment as it relates to meeting
- 36 Specification requirements.
- 37 c. Number of JMFs to be placed, and if more than one JMF how the Contractor
- 38 will ensure different JMFs are distinguished, how pavers and MTVs are
- 39 distinguished if more than one JMF is being placed at the time, and how
- 40 pavers and MTVs are cleaned so that one JMF does not adversely influence
- 41 the other JMF.
- 42 d. Description of contingency plans for that day's operations such as equipment
- 43 breakdown, rain out, and Supplier shutdown of operations.
- 44 e. Number of sublots to be placed, sequencing of density testing, and other
- 45 sampling and testing.
- 46

47 **5-04.3(15) Sealing Pavement Surfaces**

1 Apply a fog seal where shown in the plans. Construct the fog seal in accordance with
2 Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to
3 opening to traffic.
4

5 **5-04.3(16) HMA Road Approaches**

6 HMA approaches shall be constructed at the locations shown in the Plans or where
7 staked by the Engineer. The Work shall be performed in accordance with Section 5-04.
8

9 **5-04.4 Measurement**

10 HMA CI. ___ PG ___, HMA for ___ CI. ___ PG ___, and Commercial HMA will
11 be measured by the ton in accordance with Section 1-09.2, with no deduction being
12 made for the weight of asphalt binder, mineral filler, or any other component of the
13 mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-
14 04.3(11), the material removed will not be measured.
15

16 Roadway cores will be measured per each for the number of cores taken.
17

18 Preparation of untreated roadway will be measured by the mile once along the centerline
19 of the main line Roadway. No additional measurement will be made for ramps, Auxiliary
20 Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest
21 0.01 mile.
22

23 Soil residual herbicide will be measured by the mile for the stated width to the nearest
24 0.01 mile or by the square yard, whichever is designated in the Proposal.
25

26 Pavement repair excavation will be measured by the square yard of surface marked prior
27 to excavation.
28

29 Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.
30

31 Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton,
32 whichever is designated in the Proposal.
33

34 Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.
35

36 Longitudinal joint seals between the HMA and cement concrete pavement will be
37 measured by the linear foot along the line and slope of the completed joint seal.
38

39 Planing bituminous pavement will be measured by the square yard.
40

41 Temporary pavement marking will be measured by the linear foot as provided in Section
42 8-23.4.
43

44 Water will be measured by the M gallon as provided in Section 2-07.4.
45

1 **5-04.5 Payment**

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

4
5 “HMA Cl. ___ PG ___”, per ton.
6

7 “HMA for Approach Cl. ___ PG ___”, per ton.
8

9 “HMA for Preleveling Cl. ___ PG ___”, per ton.
10

11 “HMA for Pavement Repair Cl. ___ PG ___”, per ton.
12

13 “Commercial HMA”, per ton.
14

15 The unit Contract price per ton for “HMA Cl. ___ PG ___”, “HMA for Approach Cl. ___
16 PG ___”, “HMA for Preleveling Cl. ___ PG ___”, “HMA for Pavement Repair Cl. ___ PG
17 ___”, and “Commercial HMA” shall be full compensation for all costs, including anti-
18 stripping additive, incurred to carry out the requirements of Section 5-04 except for those
19 costs included in other items which are included in this Subsection and which are
20 included in the Proposal.

21
22 “Preparation of Untreated Roadway”, per mile.
23

24 The unit Contract price per mile for “Preparation of Untreated Roadway” shall be full pay
25 for all Work described under 5-04.3(4) , with the exception, however, that all costs
26 involved in patching the Roadway prior to placement of HMA shall be included in the unit
27 Contract price per ton for “HMA Cl. ___ PG ___” which was used for patching. If the
28 Proposal does not include a Bid item for “Preparation of Untreated Roadway”, the
29 Roadway shall be prepared as specified, but the Work shall be included in the Contract
30 prices of the other items of Work.

31
32 “Preparation of Existing Paved Surfaces”, per mile.
33

34 The unit Contract Price for “Preparation of Existing Paved Surfaces” shall be full pay for
35 all Work described under Section 5-04.3(4) with the exception, however, that all costs
36 involved in patching the Roadway prior to placement of HMA shall be included in the unit
37 Contract price per ton for “HMA Cl. ___ PG ___” which was used for patching. If the
38 Proposal does not include a Bid item for “Preparation of Untreated Roadway”, the
39 Roadway shall be prepared as specified, but the Work shall be included in the Contract
40 prices of the other items of Work.

41
42 “Crack Sealing”, by force account.
43

44 “Crack Sealing” will be paid for by force account as specified in Section 1-09.6. For the
45 purpose of providing a common Proposal for all Bidders, the Contracting Agency has
46 entered an amount in the Proposal to become a part of the total Bid by the Contractor.

1
2 "Pavement Repair Excavation Incl. Haul", per square yard.
3
4 The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul"
5 shall be full payment for all costs incurred to perform the Work described in Section 5-
6 04.3(4) with the exception, however, that all costs involved in the placement of HMA
7 shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. ____
8 PG ____", per ton.
9
10 "Asphalt for Prime Coat", per ton.
11
12 The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all
13 costs incurred to obtain, provide and install the material in accordance with Section 5-
14 04.3(4).
15
16 "Prime Coat Agg.", per cubic yard, or per ton.
17
18 The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay
19 for furnishing, loading, and hauling aggregate to the place of deposit and spreading the
20 aggregate in the quantities required by the Engineer.
21
22 "Asphalt for Fog Seal", per ton.
23
24 Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.
25
26 "Longitudinal Joint Seal", per linear foot.
27
28 The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment
29 for all costs incurred to perform the Work described in Section 5-04.3(12).
30
31 "Planing Bituminous Pavement", per square yard.
32
33 The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full
34 payment for all costs incurred to perform the Work described in Section 5-04.3(14).
35
36 "Temporary Pavement Marking", per linear foot.
37
38 Payment for "Temporary Pavement Marking" is described in Section 8-23.5.
39
40 "Water", per M gallon.
41
42 Payment for "Water" is described in Section 2-07.5.
43
44 "Job Mix Compliance Price Adjustment", by calculation.

1
 2 “Job Mix Compliance Price Adjustment” will be calculated and paid for as described in
 3 Section 5-04.3(9)C6.
 4
 5 “Compaction Price Adjustment”, by calculation.
 6
 7 “Compaction Price Adjustment” will be calculated and paid for as described in Section 5-
 8 04..3(10)D3.
 9
 10 “Roadway Core”, per each.
 11
 12 The Contractor’s costs for all other Work associated with the coring (e.g., traffic control)
 13 shall be incidental and included within the unit Bid price per each and no additional
 14 payments will be made.
 15
 16 “Cyclic Density Price Adjustment”, by calculation.
 17
 18 “Cyclic Density Price Adjustment” will be calculated and paid for as described in Section
 19 5-04.3(10)B.
 20

21 **5-04 Hot Mix Asphalt**
 22 *(July 18, 2018 APWA GSP)*
 23

24 Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:
 25

26 **5-04.1 Description**

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

33
 34 HMA shall be composed of asphalt binder and mineral materials as may be required,
 35 mixed in the proportions specified to provide a homogeneous, stable,
 36 and workable mixture.
 37

38 **5-04.2 Materials**

39 Materials shall meet the requirements of the following sections:

40	Asphalt Binder	9-02.1(4)
41	Cationic Emulsified Asphalt	9-02.1(6)
42	Anti-Stripping Additive	9-02.4
43	HMA Additive	9-02.5
44	Aggregates	9-03.8
45	Recycled Asphalt Pavement	9-03.8(3)B
46	Mineral Filler	9-03.8(5)

1	Recycled Material	9-03.21
2	Portland Cement	9-01
3	Sand	9-03.1(2)
4	(As noted in 5-04.3(5)C for crack sealing)	
5	Joint Sealant	9-04.2
6	Foam Backer Rod	9-04.2(3)A

7 The Contract documents may establish that the various mineral materials required for
8 the manufacture of HMA will be furnished in whole or in part by the Contracting Agency.
9 If the documents do not establish the furnishing of any of these mineral materials by the
10 Contracting Agency, the Contractor shall be required to furnish such materials in the
11 amounts required for the designated mix. Mineral materials include coarse and fine
12 aggregates, and mineral filler.

13
14 The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production
15 of HMA. The RAP may be from pavements removed under the Contract, if any, or
16 pavement material from an existing stockpile.

17
18 The Contractor may use up to 20 percent RAP by total weight of HMA with no additional
19 sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of
20 one sample for every 1,000 tons produced and not less than ten samples per project.
21 The asphalt content and gradation test data shall be reported to the Contracting Agency
22 when submitting the mix design for approval on the QPL. The Contractor shall include
23 the RAP as part of the mix design as defined in these Specifications.

24
25 The grade of asphalt binder shall be as required by the Contract. Blending of asphalt
26 binder from different sources is not permitted.

27
28 The Contractor may only use warm mix asphalt (WMA) processes in the production of
29 HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to
30 the Engineer for approval the process that is proposed and how it will be used in the
31 manufacture of HMA.

32
33 Production of aggregates shall comply with the requirements of Section 3-01.
34 Preparation of stockpile site, the stockpiling of aggregates, and the removal of
35 aggregates from stockpiles shall comply with the requirements of Section 3-02.

36
37 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

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

40
41 **5-04.2(1)A Vacant**

42
43 **5-04.2(2) Mix Design – Obtaining Project Approval**

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

45
46 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA
47 in the contract documents.

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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, 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 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 Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

1 **5-04.2(2)B Using Warm Mix Asphalt Processes**

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

- 6
- 7 • Do not use additives that reduce the mixing temperature more than allowed in
- 8 Section 5-04.3(6) in the production of mixtures.
- 9 • Before using additives, obtain the Engineer’s approval using WSDOT Form 350-
- 10 076 to describe the proposed additive and process.
- 11

12 **5-04.3 Construction Requirements**

13

14 **5-04.3(1) Weather Limitations**

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

17

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

21
22

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

23

24 **5-04.3(2) Paving Under Traffic**

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

27

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

34

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

37

1 During paving operations, temporary pavement markings shall be maintained throughout
2 the project. Temporary pavement markings shall be installed on the Roadway prior to
3 opening to traffic. Temporary pavement markings shall be in accordance with Section 8-
4 23.

5

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

9

10 **5-04.3(3) Equipment**

11

12 **5-04.3(3)A Mixing Plant**

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

14

15 **6. Equipment for Preparation of Asphalt Binder** – Tanks for the storage of
16 asphalt binder shall be equipped to heat and hold the material at the required
17 temperatures. The heating shall be accomplished by steam coils, electricity, or
18 other approved means so that no flame shall be in contact with the storage tank.
19 The circulating system for the asphalt binder shall be designed to ensure proper
20 and continuous circulation during the operating period. A valve for the purpose of
21 sampling the asphalt binder shall be placed in either the storage tank or in the
22 supply line to the mixer.

23 **7. Thermometric Equipment** – An armored thermometer, capable of detecting
24 temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder
25 feed line at a location near the charging valve at the mixer unit. The thermometer
26 location shall be convenient and safe for access by Inspectors. The plant shall
27 also be equipped with an approved dial-scale thermometer, a mercury actuated
28 thermometer, an electric pyrometer, or another approved thermometric
29 instrument placed at the discharge chute of the drier to automatically register or
30 indicate the temperature of the heated aggregates. This device shall be in full
31 view of the plant operator.

32 **8. Heating of Asphalt Binder** – The temperature of the asphalt binder shall not
33 exceed the maximum recommended by the asphalt binder manufacturer nor shall
34 it be below the minimum temperature required to maintain the asphalt binder in a
35 homogeneous state. The asphalt binder shall be heated in a manner that will
36 avoid local variations in heating. The heating method shall provide a continuous
37 supply of asphalt binder to the mixer at a uniform average temperature with no
38 individual variations exceeding 25°F. Also, when a WMA additive is included in
39 the asphalt binder, the temperature of the asphalt binder shall not exceed the
40 maximum recommended by the manufacturer of the WMA additive.

41 **9. Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped
42 with a mechanical sampler for the sampling of the mineral materials. The
43 mechanical sampler shall meet the requirements of Section 1-05.6 for the
44 crushing and screening operation. The Contractor shall provide for the setup and
45 operation of the field testing facilities of the Contracting Agency as provided for in
46 Section 3-01.2(2).

47 **10. Sampling HMA** – The HMA plant shall provide for sampling HMA by one of
48 the following methods:

49 a. A mechanical sampling device attached to the HMA plant.

- 1 b. Platforms or devices to enable sampling from the hauling vehicle without
2 entering the hauling vehicle.
3

4 **5-04.3(3)B Hauling Equipment**

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

11
12 The contractor shall provide an environmentally benign means to prevent the HMA
13 mixture from adhering to the hauling equipment. Excess release agent shall be drained
14 prior to filling hauling equipment with HMA. Petroleum derivatives or other coating
15 material that contaminate or alter the characteristics of the HMA shall not be used. For
16 live bed trucks, the conveyer shall be in operation during the process of applying the
17 release agent.

18
19 **5-04.3(3)C Pavers**

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

23
24 The HMA paver shall be in good condition and shall have the most current equipment
25 available from the manufacturer for the prevention of segregation of the HMA mixture
26 installed, in good condition, and in working order. The equipment certification shall list
27 the make, model, and year of the paver and any equipment that has been retrofitted.

28
29 The screed shall be operated in accordance with the manufacturer's recommendations
30 and shall effectively produce a finished surface of the required evenness and texture
31 without tearing, shoving, segregating, or gouging the mixture. A copy of the
32 manufacturer's recommendations shall be provided upon request by the Contracting
33 Agency. Extensions will be allowed provided they produce the same results, including
34 ride, density, and surface texture as obtained by the primary screed. Extensions without
35 augers and an internally heated vibratory screed shall not be used in the Traveled Way.

36
37 When specified in the Contract, reference lines for vertical control will be required. Lines
38 shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal
39 control utilizing the reference line will be permitted. The grade and slope for intermediate
40 lanes shall be controlled automatically from reference lines or by means of a mat
41 referencing device and a slope control device. When the finish of the grade prepared for
42 paving is superior to the established tolerances and when, in the opinion of the Engineer,
43 further improvement to the line, grade, cross-section, and smoothness can best be
44 achieved without the use of the reference line, a mat referencing device may be
45 substituted for the reference line. Substitution of the device will be subject to the
46 continued approval of the Engineer. A joint matcher may be used subject to the approval
47 of the Engineer. The reference line may be removed after the completion of the first
48 course of HMA when approved by the Engineer. Whenever the Engineer determines that

1 any of these methods are failing to provide the necessary vertical control, the reference
2 lines will be reinstalled by the Contractor.

3

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

6

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

10

11 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

12 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's
13 approval, unless other-wise required by the contract.

14

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

18

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

24

25 To be approved for use, an MTV:

26

- 27 6. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
28 7. Shall not be connected to the hauling vehicle or paver.
29 8. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
30 9. Shall mix the HMA after delivery by the hauling equipment and prior to
31 placement into the paving machine.
32 10. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the
33 mixture.

34

35 To be approved for use, an MTD:

36

- 37 5. Shall be positively connected to the paver.
38 6. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
39 7. Shall mix the HMA after delivery by the hauling equipment and prior to
40 placement into the paving machine.
41 8. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the
42 mixture.

43

44 **5-04.3(3)E Rollers**

1 Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good
2 condition and capable of reversing without backlash. Operation of the roller shall be in
3 accordance with the manufacturer's recommendations. When ordered by the Engineer
4 for any roller planned for use on the project, the Contractor shall provide a copy of the
5 manufacturer's recommendation for the use of that roller for compaction of HMA. The
6 number and weight of rollers shall be sufficient to compact the mixture in compliance
7 with the requirements of Section 5-04.3(10). The use of equipment that results in
8 crushing of the aggregate will not be permitted. Rollers producing pickup, washboard,
9 uneven compaction of the surface, displacement of the mixture or other undesirable
10 results shall not be used.

11

12 **5-04.3(4) Preparation of Existing Paved Surfaces**

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

16

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

20

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

25

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

34

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

45

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

49

1 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h
2 emulsified asphalt may be diluted once with water at a rate not to exceed one part water
3 to one part emulsified asphalt. The tack coat shall have sufficient temperature such that
4 it may be applied uniformly at the specified rate of application and shall not exceed the
5 maximum temperature recommended by the emulsified asphalt manufacturer.
6

7 **5-04.3(4)A Crack Sealing**

8
9 **5-04.3(4)A1 General**

10 When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width
11 and greater.
12

13 **Cleaning:** Ensure that cracks are thoroughly clean, dry and free of all loose and foreign
14 material when filling with crack sealant material. Use a hot compressed air lance to dry
15 and warm the pavement surfaces within the crack immediately prior to filling a crack with
16 the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing
17 cracks is not required.
18

19 **Sand Slurry:** For cracks that are to be filled with sand slurry, thoroughly mix the
20 components and pour the mixture into the cracks until full. Add additional CSS-1 cationic
21 emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will
22 completely fill the cracks. Strike off the sand slurry flush with the existing pavement
23 surface and allow the mixture to cure. Top off cracks that were not completely filled with
24 additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.
25

26 The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt,
27 approximately 2 percent portland cement, water (if required), and the remainder clean
28 Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly
29 mixed and then poured into the cracks and joints until full. The following day, any cracks
30 or joints that are not completely filled shall be topped off with additional sand slurry. After
31 the sand slurry is placed, the filler shall be struck off flush with the existing pavement
32 surface and allowed to cure. The HMA overlay shall not be placed until the slurry has
33 fully cured. The requirements of Section 1-06 will not apply to the portland cement and
34 sand used in the sand slurry.
35

36 In areas where HMA will be placed, use sand slurry to fill the cracks.
37

38 In areas where HMA will not be placed, fill the cracks as follows:
39

- 40 3. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
41 4. Cracks greater than 1 inch in width – fill with sand slurry.
42

43 **Hot Poured Sealant:** For cracks that are to be filled with hot poured sealant, apply the
44 material in accordance with these requirements and the manufacturer's
45 recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product
46 information and recommendations to the Engineer prior to the start of work, including the
47 manufacturer's recommended heating time and temperatures, allowable storage time

1 and temperatures after initial heating, allowable reheating criteria, and application
2 temperature range. Confine hot poured sealant material within the crack. Clean any
3 overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the
4 Contractor's method of sealing the cracks with hot poured sealant results in an excessive
5 amount of material on the pavement surface, stop and correct the operation to eliminate
6 the excess material.

7

8 **5-04.3(4)A2 Crack Sealing Areas Prior to Paving**

9 In areas where HMA will be placed, use sand slurry to fill the cracks.

10

11 **5-04.3(4)A3 Crack Sealing Areas Not to be Paved**

12 In areas where HMA will not be placed, fill the cracks as follows:

13

14 C. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.

15 D. Cracks greater than 1 inch in width – fill with sand slurry.

16

17 **5-04.3(4)B Vacant**

18

19 **5-04.3(4)C Pavement Repair**

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

29

30 Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth
31 of 4 inches. At the outer edges of the roadway, excavation will be 4 to 6 inches, as
32 determined by the engineer, to match existing curb and pavement elevations. The
33 Engineer will make the final determination of the excavation depth required. The
34 minimum width of any pavement repair area shall be 40 inches unless shown otherwise
35 in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be
36 removed by a pavement grinder. Excavated materials will become the property of the
37 Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or
38 used in accordance with Sections 2-02.3(3) or 9-03.21. Additional excavation may be
39 required as directed by the Engineer if the existing base is objectionable. In the case of
40 additional excavation, backfill will be crushed surfacing top course that meets the
41 requirements of section 4-04. Any additional excavation and backfill will be paid as "Extra
42 Excavation and Backfill."

43

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

47

1 Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot
2 compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished
3 with the approval of the Engineer. Each lift shall be thoroughly compacted by a
4 mechanical tamper or a roller. Backfill shall be 2 inches of HMA over 2 inches of crushed
5 surfacing top course.
6

7 **5-04.3(5) Producing/Stockpiling Aggregates and RAP**

8 Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02.
9 Sufficient storage space shall be provided for each size of aggregate and RAP. Materials
10 shall be removed from stockpile(s) in a manner to ensure minimal segregation when
11 being moved to the HMA plant for processing into the final mixture. Different aggregate
12 sizes shall be kept separated until they have been delivered to the HMA plant.
13

14 **5-04.3(5)A Vacant**

15
16 **5-04.3(6) Mixing**

17 After the required amount of mineral materials, asphalt binder, recycling agent and anti-
18 stripping additives have been introduced into the mixer the HMA shall be mixed until
19 complete and uniform coating of the particles and thorough distribution of the asphalt
20 binder throughout the mineral materials is ensured.
21

22 When discharged, the temperature of the HMA shall not exceed the optimum mixing
23 temperature by more than 25°F as shown on the reference mix design report or as
24 approved by the Engineer. Also, when a WMA additive is included in the manufacture of
25 HMA, the discharge temperature of the HMA shall not exceed the maximum
26 recommended by the manufacturer of the WMA additive. A maximum water content of 2
27 percent in the mix, at discharge, will be allowed providing the water causes no problems
28 with handling, stripping, or flushing. If the water in the HMA causes any of these
29 problems, the moisture content shall be reduced as directed by the Engineer.
30

31 Storing or holding of the HMA in approved storage facilities will be permitted with
32 approval of the Engineer, but in no event shall the HMA be held for more than 24 hours.
33 HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be
34 disposed of by the Contractor at no expense to the Contracting Agency. The storage
35 facility shall have an accessible device located at the top of the cone or about the third
36 point. The device shall indicate the amount of material in storage. No HMA shall be
37 accepted from the storage facility when the HMA in storage is below the top of the cone
38 of the storage facility, except as the storage facility is being emptied at the end of the
39 working shift.
40

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

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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 ¾" and HMA Class ½"	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class ⅜"	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.

1 **HMA Tolerances and Adjustments**

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

5 For Asphalt Binder and Air Voids (Va), the acceptance limits are determined
6 by adding the tolerances below to the approved JMF values. These values
7 will also be the Upper Specification Limit (USL) and Lower Specification Limit
8 (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

9 For Aggregates in the mixture:

10 c. First, determine preliminary upper and lower acceptance limits by applying the
11 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%

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

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

22 a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and
23 the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5
24 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall
25 be within the range of the control points in Section 9-03.8(6).

26 b. **Asphalt Binder Content** – The Engineer may order or approve changes to
27 asphalt binder content. The maximum adjustment from the approved mix
28 design for the asphalt binder content shall be 0.3 percent

29
30 **5-04.3(9)A Vacant**

31
32 **5-04.3(9)B Vacant**

33
34 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

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

37
38 **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

39 A lot is represented by randomly selected samples of the same mix design that will be
40 tested for acceptance. A lot is defined as the total quantity of material or work produced

1 for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be
2 equal to one day's production or 800 tons, whichever is less except that the final subplot
3 will be a minimum of 400 tons and may be increased to 1200 tons.
4

5 All of the test results obtained from the acceptance samples from a given lot shall be
6 evaluated collectively. If the Contractor requests a change to the JMF that is approved,
7 the material produced after the change will be evaluated on the basis of the new JMF for
8 the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot
9 in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request
10 after the Engineer is satisfied that material conforming to the Specifications can be
11 produced.
12

13 Sampling and testing for evaluation shall be performed on the frequency of one sample
14 per subplot.
15

16 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

17 Samples for acceptance testing shall be obtained by the Contractor when ordered by the
18 Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer
19 and in accordance with AASH-TO T 168. A minimum of three samples should be taken
20 for each class of HMA placed on a project. If used in a structural application, at least one
21 of the three samples shall to be tested.
22

23 Sampling and testing HMA in a Structural application where quantities are less than 400
24 tons is at the discretion of the Engineer.
25

26 For HMA used in a structural application and with a total project quantity less than 800
27 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In
28 all cases, a minimum of 3 samples will be obtained at the point of acceptance, a
29 minimum of one of the three samples will be tested for conformance to the JMF:
30

- 31 • If the test results are found to be within specification requirements, additional
32 testing will be at the Engineer's discretion.
- 33 • If test results are found not to be within specification requirements, additional
34 testing of the remaining samples to determine a Composite Pay Factor (CPF) shall
35 be performed.
36

37 **5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing**

38 Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If
39 tested, compliance of V_a will use WSDOT SOP 731.
40

41 Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T
42 308.
43

44 Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.
45

46 **5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors**

1 For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting
 2 Agency will determine a Composite Pay Factor (CPF) using the following price
 3 adjustment factors:
 4

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 (Va) (where applicable)	20

5
 6 Each lot of HMA produced under Nonstatistical Evaluation and having all constituents
 7 falling within the tolerance limits of the job mix formula shall be accepted at the unit
 8 Contract price with no further evaluation. When one or more constituents fall outside the
 9 nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment
 10 Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the
 11 appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the
 12 CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup
 13 samples of the existing sublots or samples from the Roadway shall be tested to provide
 14 a minimum of three sets of results for evaluation.

15
 16 **5-04.3(9)C5 Vacant**

17
 18 **5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments**

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

24
 25 If a constituent is not measured in accordance with these Specifications, its individual
 26 pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

27
 28 **5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests**

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

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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 Composite Pay Factor (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 Composite Pay Factor (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.

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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.

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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.

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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

1 conformance with the nonstatistical acceptance Specification. If the CPF for the rejected
2 material is less than 0.75, no payment will be made for the rejected material; in addition,
3 the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater
4 than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting
5 Agency. If the material is rejected before placement and the CPF is greater than or equal
6 to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection
7 occurs after placement and the CPF is greater than or equal to 0.75, compensation for
8 the rejected material will be at the calculated CPF with an addition of 25 percent of the
9 unit Contract price added for the cost of removal and disposal.

10
11 **5-04.3(11)D Rejection - A Partial Sublot**

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

18
19 **5-04.3(11)E Rejection - An Entire Sublot**

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

24
25 **5-04.3(11)F Rejection - A Lot in Progress**

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

- 29
30 4. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and
31 the Contractor is taking no corrective action, or
32 5. When the Pay Factor (PF) for any constituent of a lot in progress drops below
33 0.95 and the Contractor is taking no corrective action, or
34 6. When either the PFi for any constituent or the CPF of a lot in progress is less
35 than 0.75.

36
37 **5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)**

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

39
40 **5-04.3(12) Joints**

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42 **5-04.3(12)A HMA Joints**

43
44 **5-04.3(12)A1 Transverse Joints**

45 The Contractor shall conduct operations such that the placing of the top or wearing
46 course is a continuous operation or as close to continuous as possible. Unscheduled
47 transverse joints will be allowed and the roller may pass over the unprotected end of the

1 freshly laid mixture only when the placement of the course must be discontinued for such
2 a length of time that the mixture will cool below compaction temperature. When the Work
3 is resumed, the previously compacted mixture shall be cut back to produce a slightly
4 beveled edge for the full thickness of the course.

5

6 A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a
7 transverse joint as a result of paving or planing is open to traffic. The HMA in the
8 temporary wedge shall be separated from the permanent HMA by strips of heavy
9 wrapping paper or other methods approved by the Engineer. The wrapping paper shall
10 be removed and the joint trimmed to a slightly beveled edge for the full thickness of the
11 course prior to resumption of paving.

12

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

15

16 **5-04.3(12)A2 Longitudinal Joints**

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

26

27 **5-04.3(12)B Bridge Paving Joint Seals**

28

29 **5-04.3(12)B1 HMA Sawcut and Seal**

30 Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends
31 of the bridge paving joint seals to be placed at the bridge ends, and at interior joints
32 within the bridge deck when and where shown in the Plans. Establish the sawcut
33 alignment points in a manner that they remain functional for use in aligning the sawcut
34 after placing the overlay.

35

36 Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application
37 procedure.

38

39 Construct the bridge paving joint seal as specified on the Plans and in accordance with
40 the detail shown in the Standard Plans. Construct the sawcut in accordance with the
41 detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-
42 05.3(8)B and the manufacturer's application procedure.

43

44 **5-04.3(12)B2 Paved Panel Joint Seal**

45 Construct the paved panel joint seal in accordance with the requirements specified in
46 section 5-04.3(12)B1 and the following requirement:

47

1 2. Clean and seal the existing joint between concrete panels in accordance with
2 Section 5-01.3(8) and the details shown in the Standard Plans.

3

4 **5-04.3(13) Surface Smoothness**

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

11

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

15

- 16 4. Removal of material from high places by grinding with an approved grinding
17 machine, or
- 18 5. Removal and replacement of the wearing course of HMA, or
- 19 6. By other method approved by the Engineer.

20

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

23

24 Deviations in excess of the above tolerances that result from a low place in the HMA and
25 deviations resulting from a high place where corrective action, in the opinion of the
26 Engineer, will not produce satisfactory results will be accepted with a price adjustment.
27 The Engineer shall deduct from monies due or that may become due to the Contractor
28 the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in
29 which any excessive deviations described above are found.

30

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

36

37 Utility appurtenance adjustment discussions will be included in the Pre-Paving planning
38 (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior
39 to the start of paving.

40

41 **5-04.3(14) Planing (Milling) Bituminous Pavement**

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

45

46 Locations of existing surfacing to be planed are as shown in the Drawings.

47

1 Where planing an existing pavement is specified in the Contract, the Contractor must
2 remove existing surfacing material and to reshape the surface to remove irregularities.
3 The finished product must be a prepared surface acceptable for receiving an HMA
4 overlay.
5
6 Use the cold milling method for planing unless otherwise specified in the Contract. Do
7 not use the planer on the final wearing course of new HMA.
8
9 Conduct planing operations in a manner that does not tear, break, burn, or otherwise
10 damage the surface which is to remain. The finished planed surface must be slightly
11 grooved or roughened and must be free from gouges, deep grooves, ridges, or other
12 imperfections. The Contractor must repair any damage to the surface by the Contractor's
13 planing equipment, using an Engineer approved method.
14
15 Repair or replace any metal castings and other surface improvements damaged by
16 planing, as determined by the Engineer.
17
18 A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a
19 minimum of 4 inches of curb reveal after placement and compaction of the final wearing
20 course. The dimensions of the wedge must be as shown on the Drawings or as specified
21 by the Engineer.
22
23 A tapered wedge cut must also be made at transitions to adjoining pavement surfaces
24 (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line
25 with vertical faces 2 inches or more in height, producing a smooth transition to the
26 existing adjoining pavement.
27
28 After planing is complete, planed surfaces must be swept, cleaned, and if required by the
29 Contract, patched and preleveled.
30
31 The Engineer may direct additional depth planing. Before performing this additional
32 depth planing, the Contractor must conduct a hidden metal in pavement detection survey
33 as specified in Section 5-04.3(14)A.
34
35 **5-04.3(14)A Pre-Planing Metal Detection Check**
36 Before starting planing of pavements, and before any additional depth planing required
37 by the Engineer, the Contractor must conduct a physical survey of existing pavement to
38 be planed with equipment that can identify hidden metal objects.
39
40 Should such metal be identified, promptly notify the Engineer.
41
42 See Section 1-07.16(1) regarding the protection of survey monumentation that may be
43 hidden in pavement.
44
45 The Contractor is solely responsible for any damage to equipment resulting from the
46 Contractor's failure to conduct a pre-planing metal detection survey, or from the
47 Contractor's failure to notify the Engineer of any hidden metal that is detected.

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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:

- 4. 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.
- 5. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
- 6. 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.

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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:

12. 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.
13. A copy of each intersection's traffic control plan.
14. 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.
15. Names and locations of HMA Supplier facilities to be used.
16. List of all equipment to be used for paving.
17. List of personnel and associated job classification assigned to each piece of paving equipment.
18. 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.
19. Names, job titles, and contact information for field, office, and plant supervisory personnel.
20. A copy of the approved Mix Designs.
21. Tonnage of HMA to be placed each day.
22. 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

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

- 8
- 9 3. General for both Paving Plan and for Planing Plan:
- 10 a. The actual times of starting and ending daily operations.
 - 11 b. In intersections, how to break up the intersection, and address traffic control
12 and signalization for that operation, including use of peace officers.
 - 13 c. The sequencing and scheduling of paving operations and of planing operations,
14 as applicable, as it relates to traffic control, to public convenience and safety,
15 and to other contractors who may operate in the Project Site.
 - 16 d. Notifications required of Contractor activities, and coordinating with other
17 entities and the public as necessary.
 - 18 e. Description of the sequencing of installation and types of temporary pavement
19 markings as it relates to planning and to paving.
 - 20 f. Description of the sequencing of installation of, and the removal of, temporary
21 pavement patch material around exposed castings and as may be needed
 - 22 g. Description of procedures and equipment to identify hidden metal in the
23 pavement, such as survey monumentation, monitoring wells, street car rail, and
24 castings, before planning, see Section 5-04.3(14)B2.
 - 25 h. Description of how flaggers will be coordinated with the planing, paving, and
26 related operations.
 - 27 i. Description of sequencing of traffic controls for the process of rigid pavement
28 base repairs.
 - 29 j. Other items the Engineer deems necessary to address.
- 30 4. Paving – additional topics:
- 31 a. When to start applying tack and coordinating with paving.
 - 32 b. Types of equipment and numbers of each type equipment to be used. If more
33 pieces of equipment than personnel are proposed, describe the sequencing of
34 the personnel operating the types of equipment. Discuss the continuance of
35 operator personnel for each type equipment as it relates to meeting
36 Specification requirements.
 - 37 c. Number of JMFs to be placed, and if more than one JMF how the Contractor
38 will ensure different JMFs are distinguished, how pavers and MTVs are
39 distinguished if more than one JMF is being placed at the time, and how
40 pavers and MTVs are cleaned so that one JMF does not adversely influence
41 the other JMF.
 - 42 d. Description of contingency plans for that day's operations such as equipment
43 breakdown, rain out, and Supplier shutdown of operations.
 - 44 e. Number of sublots to be placed, sequencing of density testing, and other
45 sampling and testing.
- 46

47 **5-04.3(15) Sealing Pavement Surfaces**

1 Apply a fog seal where shown in the plans. Construct the fog seal in accordance with
2 Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to
3 opening to traffic.
4

5 **5-04.3(16) HMA Road Approaches**

6 HMA approaches shall be constructed at the locations shown in the Plans or where
7 staked by the Engineer. The Work shall be performed in accordance with Section 5-04.
8

9 **5-04.4 Measurement**

10 HMA CI. ___ PG ___, HMA for ___ CI. ___ PG ___, and Commercial HMA will
11 be measured by the ton in accordance with Section 1-09.2, with no deduction being
12 made for the weight of asphalt binder, mineral filler, or any other component of the
13 mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-
14 04.3(11), the material removed will not be measured.
15

16 Roadway cores will be measured per each for the number of cores taken.
17

18 Preparation of untreated roadway will be measured by the mile once along the centerline
19 of the main line Roadway. No additional measurement will be made for ramps, Auxiliary
20 Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest
21 0.01 mile.
22

23 Soil residual herbicide will be measured by the mile for the stated width to the nearest
24 0.01 mile or by the square yard, whichever is designated in the Proposal.
25

26 Pavement repair excavation will be measured by the square yard of surface marked prior
27 to excavation.
28

29 Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.
30

31 Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton,
32 whichever is designated in the Proposal.
33

34 Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.
35

36 Longitudinal joint seals between the HMA and cement concrete pavement will be
37 measured by the linear foot along the line and slope of the completed joint seal.
38

39 Planing bituminous pavement will be measured by the square yard.
40

41 Temporary pavement marking will be measured by the linear foot as provided in Section
42 8-23.4.
43

44 Water will be measured by the M gallon as provided in Section 2-07.4.
45

1 **5-04.5 Payment**

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

4
5 “HMA Cl. ___ PG ___”, per ton.
6

7 “HMA for Approach Cl. ___ PG ___”, per ton.
8

9 “HMA for Preleveling Cl. ___ PG ___”, per ton.
10

11 “HMA for Pavement Repair Cl. ___ PG ___”, per ton.
12

13 “Commercial HMA”, per ton.
14

15 The unit Contract price per ton for “HMA Cl. ___ PG ___”, “HMA for Approach Cl. ___
16 PG ___”, “HMA for Preleveling Cl. ___ PG ___”, “HMA for Pavement Repair Cl. ___ PG
17 ___”, and “Commercial HMA” shall be full compensation for all costs, including anti-
18 stripping additive, incurred to carry out the requirements of Section 5-04 except for those
19 costs included in other items which are included in this Subsection and which are
20 included in the Proposal.

21
22 “Preparation of Untreated Roadway”, per mile.
23

24 The unit Contract price per mile for “Preparation of Untreated Roadway” shall be full pay
25 for all Work described under 5-04.3(4) , with the exception, however, that all costs
26 involved in patching the Roadway prior to placement of HMA shall be included in the unit
27 Contract price per ton for “HMA Cl. ___ PG ___” which was used for patching. If the
28 Proposal does not include a Bid item for “Preparation of Untreated Roadway”, the
29 Roadway shall be prepared as specified, but the Work shall be included in the Contract
30 prices of the other items of Work.

31
32 “Preparation of Existing Paved Surfaces”, per mile.
33

34 The unit Contract Price for “Preparation of Existing Paved Surfaces” shall be full pay for
35 all Work described under Section 5-04.3(4) with the exception, however, that all costs
36 involved in patching the Roadway prior to placement of HMA shall be included in the unit
37 Contract price per ton for “HMA Cl. ___ PG ___” which was used for patching. If the
38 Proposal does not include a Bid item for “Preparation of Untreated Roadway”, the
39 Roadway shall be prepared as specified, but the Work shall be included in the Contract
40 prices of the other items of Work.

41
42 “Crack Sealing”, by force account.
43

44 “Crack Sealing” will be paid for by force account as specified in Section 1-09.6. For the
45 purpose of providing a common Proposal for all Bidders, the Contracting Agency has
46 entered an amount in the Proposal to become a part of the total Bid by the Contractor.

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“Pavement Repair Excavation Incl. Haul”, per square yard.

The unit Contract price per square yard for “Pavement Repair Excavation Incl. Haul” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for “HMA for Pavement Repair Cl. ____ PG ____”, per ton.

“Extra Excavation and Backfill”, per force account.

“Extra Excavation and Backfill” required by the Engineer due to unsuitable base will be paid for by force account as provided in Section 1-09.6. To provide a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the Contractor’s total Bid.

“Asphalt for Prime Coat”, per ton.

The unit Contract price per ton for “Asphalt for Prime Coat” shall be full payment for all costs incurred to obtain, provide and install the material in accordance with Section 5-04.3(4).

“Prime Coat Agg.”, per cubic yard, or per ton.

The unit Contract price per cubic yard or per ton for “Prime Coat Agg.” shall be full pay for furnishing, loading, and hauling aggregate to the place of deposit and spreading the aggregate in the quantities required by the Engineer.

“Asphalt for Fog Seal”, per ton.

Payment for “Asphalt for Fog Seal” is described in Section 5-02.5.

“Longitudinal Joint Seal”, per linear foot.

The unit Contract price per linear foot for “Longitudinal Joint Seal” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(12).

“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).

“Temporary Pavement Marking”, per linear foot.

1 Payment for "Temporary Pavement Marking" is described in Section 8-23.5.
2
3 "Water", per M gallon.
4
5 Payment for "Water" is described in Section 2-07.5.
6
7 "Job Mix Compliance Price Adjustment", by calculation.
8
9 "Job Mix Compliance Price Adjustment" will be calculated and paid for as described in
10 Section 5-04.3(9)C6.
11
12 "Compaction Price Adjustment", by calculation.
13
14 "Compaction Price Adjustment" will be calculated and paid for as described in Section 5-
15 04..3(10)D3.
16
17 "Roadway Core", per each.
18
19 The Contractor's costs for all other Work associated with the coring (e.g., traffic control)
20 shall be incidental and included within the unit Bid price per each and no additional
21 payments will be made.
22
23 "Cyclic Density Price Adjustment", by calculation.
24
25 "Cyclic Density Price Adjustment" will be calculated and paid for as described in Section
26 5-04.3(10)B.
27
28
29

Hot Mix Asphalt

Description of Work

Section 5-04.1 is supplemented with the following:

(*****)

For grind and patch repairs of asphalt surfaces excavate to the depth of 6 inches. If poor surfacing or subgrade conditions are encountered provide further excavation to the satisfaction of the Engineer. Additional excavation below the initial up to 6 inches in depth will be 6 inches or greater in depth. Backfill for patched areas excavated below 6 inches in depth will consist of hot mix asphalt over crushed surfacing.

Construction Requirements

Section 5-04.3 is supplemented with the following:

(*****)

1 Backfill for pavement repair for excavation depths of 6 inches or less shall consist of hot
2 mix asphalt. Back fill for excavations exceeding 6 inches shall match the City's
3 standard pavement section by street classification, over crushed surfacing in
4 accordance with Section 4-04 of the Standard Specifications. Asphalt depth for
5 Arterials is 6 inches, Collectors is 4 inches, and Local Access is 3 inches.
6

7 **Measurement**

8 Section 5-04.4 is supplemented with the following:
9

10 (*****)

11 HMA for Pavement Repair will be measured by the square yard.

12

13 Crushed Surfacing Base Course for pavement repair will be measured by the Ton.
14

15

16 **Payment**

17 Section 5-04.5 is supplemented with the following:
18

19

20 (*****)

21 "HMA for Pavement Repair Cl. ___ PG ___", per square yard.

22

23 "Crushed Surfacing Base Course for pavement repair", per ton

24

25 The unit contract price for "Crushed Surfacing Base Course for pavement repair" shall be
26 full pay for excavation, handling, removal and haul of excavated materials, and furnishing,
27 hauling, placement, and compaction of crushed surfacing.

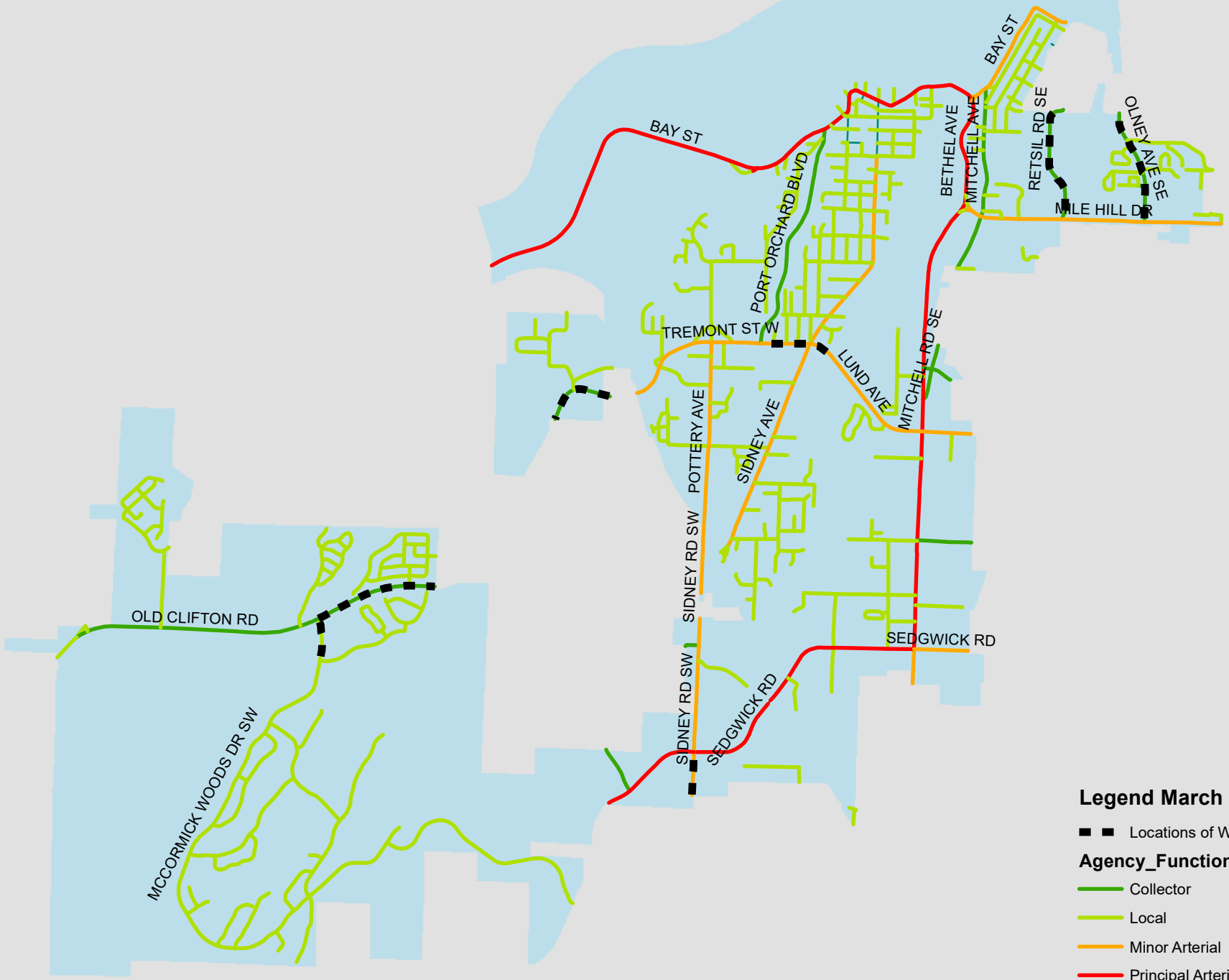
APPENDIX B

VICINITY MAP – SHOWING PAVEMENT REPAIR LOCATIONS

*Rev 1/29/18 by SEC
City of Port Orchard*

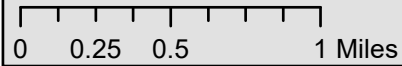
*2022 City Wide Asphalt Repair Project, PROJECT # PW2022-006, Contract #C046-22
LD-144*

U:\3_Capital Improvement Program\B_ActiveProjects\Street\2022CitywideAsphaltRepair\6.0 Bidding\6.1 Bid Documents



Legend March 2022

- ■ Locations of Work
- Agency_Functional_Class**
- Collector
- Local
- Minor Arterial
- Principal Arterial
- COPO Boundary



APPENDIX C
SUMMARY OF QUANTITIES

Rev 1/29/18 by SEC
City of Port Orchard
2022 City Wide Asphalt Repair Project, PROJECT # PW2022-006, Contract #C046-22
LD-146

U:\3_Capital Improvement Program\B_ActiveProjects\Street\2022CitywideAsphaltRepair\6.0 Bidding\6.1 Bid Documents

City of Port Orchard
 2022 Citywide Asphalt Repair
 Summary Of Quantities

Bid No.	Spec	Total Quantity	Unit	Item Description	Group 1 Old Clifton McCormick Woods	Group 2 Tremont Lund	Group 3 Sidney Rd.	Group 4 Olney	Group 5 Retsil	Group 6	Group 7	Group 8	Group 9	Group 10	Group 11	Group 12	Group 13	Group 14
BASE BID																		
1	1-09	1	LS	Mobilization	LS	LS												
2	1-07	1	LS	SPCC Plan	LS	LS												
3	1-10	1	LS	Temporary Traffic Control	LS	LS												
4	5-04	3400	SY	Pavement Repair Excavation Incl. Haul	3160	240												
5	5-04	90	TN	Curshed Surfacing Base Course for Pavement Repair	80.0	10.0												
6	5-04	3400	SY	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	3160	240												
7	5-04	10970	LF	Crack Sealing LF	8770	2200												
8	8-22	4380	LF	Paint Line	4030	350												
9	8-22	30	LF	Plastic Stop Line		30												
10	8-22	140	SF	Plastic Crosswalk Line		140												
11	8-22	6	EA	Plastic Traffic Arrow	3	3												
12	1-04	5000	DOL	Minor Change	2500	2500												
ALTERNATIVE A1																		
101	1-09	1	LS	Mobilization			LS											
102	1-10	1	LS	Temporary Traffic Control			LS											
103	5-04	800	SY	Pavement Repair Excavation Incl. Haul			800											
104	5-04	10	TN	Curshed Surfacing Base Course for Pavement Repair			10											
105	5-04	800	SY	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)			800											
106	5-04	920	SY	Crack Sealing LF			920											
107	8-22	730	LF	Paint Line			730											
108	8-22	6	EA	Plastic Traffic Arrow			6											
109	1-04	2500	DOL	Minor Change			2500											
ALTERNATIVE A2																		
201	1-09	1	LS	Mobilization				LS										
202	1-10	1	LS	Temporary Traffic Control				LS										
203	5-04	720	SY	Pavement Repair Excavation Incl. Haul				720										
204	5-04	10	TN	Curshed Surfacing Base Course for Pavement Repair				10										
205	5-04	720	SY	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)				720										
206	5-04	6100	SY	Crack Sealing LF				6100										
207	8-22	1100	LF	Paint Line				1100										
208	8-22	16	LF	Plastic Stop Line				16										
209	8-22	3	SF	Plastic Traffic Arrow				3										
210	1-04	2500	DOL	Minor Change				2500										
ALTERNATIVE A3																		
301	1-09	1	LS	Mobilization					LS									
302	1-10	1	LS	Temporary Traffic Control					LS									
303	5-04	1000.0	SY	Pavement Repair Excavation Incl. Haul					290									
304	5-04	10.0	TN	Curshed Surfacing Base Course for Pavement Repair					10									
305	5-04	1000.0	SY	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)					290									
306	8-22	100.0	LF	Paint Line					160									
307	1-04	2500	DOL	Minor Change					2500									