

**ADVERTISEMENT FOR BIDS  
SROUFE WATER MAIN REPLACEMENT  
PUBLIC WORKS PROJECT NO. PW2022-024  
CONTRACT NO. C125-22**

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 11:00 AM on January 18, 2023, for construction of the **Sroufe Water Main Replacement**, Contract No C125-22. 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 65 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:

Water main replacement, roadway restoration, and other related work on Sroufe Street from Tacoma Avenue to Sidney Avenue.

The Engineer's construction estimate for this project is \$350,000.00 to \$450,000.00.

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](http://www.cityofportorchard.us/bids-and-proposals).

Free-of-charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to [www.bxwa.com](http://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.

Published: Kitsap Sun – December 16, 2022, and December 23, 2022

Daily Journal of Commerce – December 16, 2022, and December 23, 2022

**NOTICE TO PROSPECTIVE BIDDERS**  
**Sroufe Water Main Replacement**

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](mailto:publicworks@cityofportorchard.us), Attention: K. Chris Hammer, P.E.

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: \_\_\_\_\_

\_\_\_\_\_

Email address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

## INFORMATION AND CHECKLIST FOR BIDDERS

The following supplements the information in the Advertisement for Bids:

### 1. Pre-Bid Conference

A non-mandatory pre-bid conference will be held on-site at Sroufe Street starting at the Tacoma Avenue intersection on January 5, 2022 at 8:30 AM and January 10, 2022 at 2:30 PM. All potential bidders are encouraged to attend. This will be your only opportunity to ask direct questions related to the project. Information from the pre-bid conference will not be made available to bidders who do not attend. The Engineer will transmit to all prospective Bidders of record such addenda as the Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

### 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: K. Chris Hammer, P.E., City Engineer, and sent via email to [publicworks@cityofportorchard.us](mailto: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](http://www.bxwa.com), the City's Website [www.cityofportorchard.us/bids-and-proposals](http://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 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. **Certification of Compliance with Wage Payment Statutes** – Must be filled in and signed.
- F. **Supplemental Criteria Information Form** - Must be filled in and signed.

## 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:

- 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 C125-22 the prime contractor bid due date is **January 18, 2023**.

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](mailto:PW1@Lni.wa.gov) or 360-902-5335.

## 7. Contractor Disqualification

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 <b>Addendum B</b> of the Affidavit of Wages Paid form.	

Craft/trade/occupation. (Do NOT list apprentices.) When using employees in more than one craft, each craft transition must be accurately recorded on the time sheet.	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
<b>For L&amp;I Use Only</b>	
<b>APPROVED:</b>	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

<b>For L&amp;I Use Only</b>	
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.)



**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 <b>all</b> 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 <b>Addendum B, List of Next Tier Subcontractors.</b>			
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
<b>For L&amp;I Use Only</b>	
<b>APPROVED:</b> 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

<b>For L&amp;I Use Only</b>	
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  
SROUFE WATER MAIN REPLACEMENT  
CONTRACT NO. C125-22**

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 May 1, 2023, and complete the construction within **65** 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  
SROUFE WATER MAIN REPLACEMENT**

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 Item	Unit Price	Amount
<b>Base Bid</b>					
1	Lump Sum	STD	Mobilization		
			\$ _____	LS _____	\$ _____
			(Words) (1-09)	Per Lump Sum	
2	Lump Sum	SP	Minor Change		
			\$ _____	LS _____	\$5,000.00
			(Words) (1-04)	Per Lump Sum	
3	Lump Sum	SP	Record Drawings (Minimum Bid \$2000)		
			\$ _____	LS _____	\$ _____
			(Words) (1-05)	Per Lump Sum	
4	Lump Sum	STD	SPCC Plan		
			\$ _____	LS _____	\$ _____
			(Words) (1-07)	Per Lump Sum	
5	Lump Sum	SP	Project Temporary Traffic Control		
			\$ _____	LS _____	\$ _____
			(Words) (1-10)	Per Lump Sum	
6	0.05 ACRE	STD	Clearing and Grubbing		
			\$ _____	AC _____	\$ _____
			(Words) (2-01)	Per Acre	
7	Lump Sum	SP	Removal and Disposal of Asbestos Material		
			\$ _____	LS _____	\$ _____
			(Words) (2-02)	Per Lump Sum	
8	Lump Sum	SP	Removal of Structures and Obstructions		
			\$ _____	LS _____	\$ _____
			(Words) (2-02)	Per Lump Sum	
9	270 CY	STD	Roadway Excavation Incl. Haul		
			\$ _____	CY _____	\$ _____
			(Words) (2-03)	Per Cubic Yard	

Item No.	Estimated Quantity	SP / STD	Description of Item	Unit Price	Amount
10	4190 SF	STD	Shoring or Extra Excavation Class B \$ (Words) (2-09)	SF Per Square Foot	\$
11	200 TONS	STD	Crushed Surfacing Top Course \$ (Words) (4-04)	TN Per Ton	\$
12	140 TONS	STD	Crushed Surfacing Base Course \$ (Words) (4-04)	TN Per Ton	\$
13	250 TONS	SP	HMA Cl. 1/2 In. PG 58H-22 \$ (Words) (4-04)	TN Per Ton	\$
14	1180 SY	SP	Planing Bituminous Pavement \$ (Words) (5-04)	SY Per Square Yard	\$
15	35 LF	STD	Ductile Iron Pipe for Water Main 6 In. Diam. \$ (Words) (7-09)	LF Per Linear Foot	\$
16	970 LF	STD	Ductile Iron Pipe for Water Main 8 In. Diam. \$ (Words) (7-09)	LF Per Linear Foot	\$
17	4 EA	STD	Tapping Sleeve and Valve Assembly 8 In. \$ (Words) (7-12)	EA Per Each	\$
18	1 EA	STD	Gate Valve 8 In. \$ (Words) (7-12)	EA Per Each	\$
19	2 EA	STD	Hydrant Assembly \$ (Words) (7-14)	EA Per Each	\$
20	12 EA	SP	Service Connection 1 In. Diam. \$ (Words) (7-15)	EA Per Each	\$
21	1 EA	SP	Service Connection 1-1/2 In. Diam. \$ (Words) (7-15)	EA Per Each	\$
22	2 EA	SP	Service Connection 2 In. Diam. \$ (Words) (7-15)	EA Per Each	\$

Item No.	Estimated Quantity	SP / STD	Description of Item	Unit Price	Amount
23	1 EA	STD	Inlet Protection \$ _____ (Words) (8-01)	EA Per Each	\$ _____
24	500 LF	STD	High Visibility Fence \$ _____ (Words) (8-01)	LF Per Linear Foot	\$ _____
25	Lump Sum	STD	Erosion Control and Water Pollution Prevention \$ _____ (Words) (8-01)	LS Per Lump Sum	\$ _____
26	Lump Sum	SP	Landscape Restoration \$ _____ (Words) (8-02)	LS Per Lump Sum	\$ _____
<b>Total Base Bid</b>					<b>\$ _____</b>
					Tax 9.2% \$ _____
<b>TOTAL BID</b>					<b>\$ _____</b>

**SALES TAX**

Retailing/Retail Sales Tax Rule WAC 458-20-170: Washington State Retail sales tax added as percent (%) in addition to contract bid price; sales tax shown as separate line item.



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  
SROUFE WATER MAIN REPLACEMENT  
CONTRACT NO. C125-22**

_____	_____	_____	_____
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.

<b><u>OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:</u></b>	
“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**  
**SROUFE WATER MAIN REPLACEMENT**  
**CONTRACT NO. C125-22**

1. Name of Contractor:

\_\_\_\_\_

Address:

\_\_\_\_\_

2. Telephone No. (\_\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

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? (Provide number): \_\_\_\_\_

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)? \_\_\_\_\_

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 main construction, handling of asbestos materials, road reconstruction, excavations, 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  
SROUFE WATER MAIN REPLACEMENT  
CONTRACT NO. C125-22**

**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.

**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.

DOT Form 272-036H EF  
Revised 5/06

**CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date January 18, 2023, 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.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Bidder's Business Name

\_\_\_\_\_  
Signature of Authorized Officer/Representative\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_                                  \_\_\_\_\_                                  \_\_\_\_\_  
Date    City    State

Check One:

Sole Proprietorship    Partnership    Joint Venture    Corporation/LLC

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_

If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_

*\*If a corporation or limited liability company, this certificate must be executed in the entity's name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, this certificate must be executed by a partner.*



## 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.

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.

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

<b>Part D. Subcontractor Responsibility</b>
<b>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?</b>
Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>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.</b>
<b>Part E. Prevailing Wages</b>
<b>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?</b>
Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>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.</b>
<b>Part F. Claims Against Retainage and Bonds</b>
<b>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?</b>
Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>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.</b>

<b>Part G. Public Bidding Crime</b>
<b>Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?</b>
Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Part H. Termination for Cause/Termination for Default</b>
<b>Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?</b>
Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>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.</b>
<b>Part I. Lawsuits</b>
<b>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?</b>
Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>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.</b>
<b>Part J. Work Experience</b>
<b>List at least three construction projects on the attached Work Experience Form, each of which meet all of the following criteria:</b>
<ul style="list-style-type: none"> <li>• Successfully completed within the last seven (7) years.</li> <li>• Water main installation, connection, and repairs and roadway repair.</li> <li>• Handling of asbestos materials</li> <li>• Contract value exceeding \$100,000.00.</li> </ul>

<b>Part K. Signature</b>	
<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>	
<b>Signature of Authorized Representative</b>	<b>Date</b>
<b>Printed Name of Authorized Representative</b>	<b>Title</b>

## 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**



**CONTRACT**

**CITY OF PORT ORCHARD  
SROUFE WATER MAIN REPLACEMENT  
CONTRACT NO. C125-22**

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, **SROUFE WATER MAIN REPLACEMENT**. 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 2023 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 **SROUFE WATER MAIN REPLACEMENT**.
- 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 **65 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.
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 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.

**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.

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 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**

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
Email \_\_\_\_\_

K. Chris Hammer, P.E., City Engineer  
216 PROSPECT STREET, PORT ORCHARD, WA 98366  
(360) 876-4991  
publicworks@portorchardwa.gov

**With a copy to the City Clerk at the same address**

**EXHIBIT C**  
**5% RETAINAGE INVESTMENT OPTION<sup>1</sup>**

Contractor: \_\_\_\_\_

Project Name:           **SROUFE WATER MAIN REPLACEMENT**          

Date: \_\_\_\_\_ Project Number:           **PW2022-024**          

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*

<sup>1</sup> 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-.

*City of Port Orchard*

*Sroufe Water Main Replacement Project # PW2022-024 Contract #C125-22*

**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*

**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: **SROUFE WATER MAIN REPLACEMENT**

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.

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 Nation Mortgage Association; and
5. Time deposits in commercial banks.

PERFORMANCE AND PAYMENT BOND

CITY OF PORT ORCHARD  
**SROUFE WATER MAIN REPLACEMENT PROJECT**  
PW PROJECT NO. PW2022-024  
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.

ACKNOWLEDGEMENT  
Corporation, Partnership, or Individual

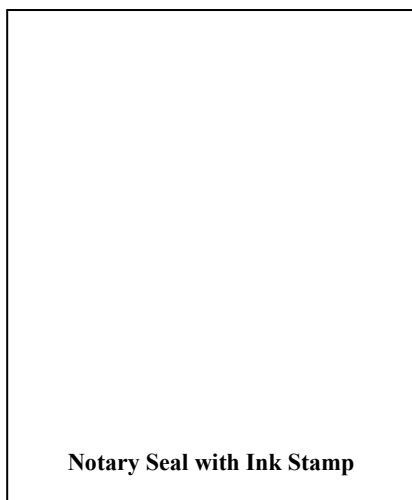
STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

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 (check one of the following boxes):

- \_\_\_\_\_ of \_\_\_\_\_, the corporation,
- \_\_\_\_\_ of \_\_\_\_\_, the partnership,
- individual,

that executed the foregoing instrument to be the free and voluntary act and deed of said  corporation,  partnership,  individual 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 at \_\_\_\_\_

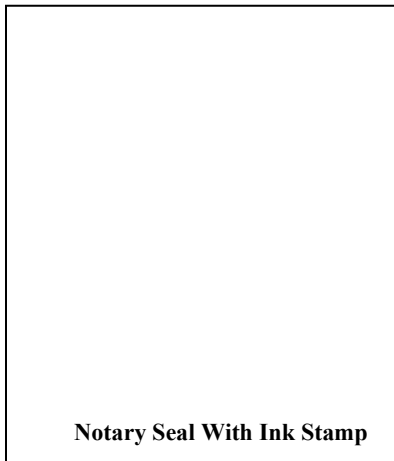
My Commission expires: \_\_\_\_\_

**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 #: PW2022-024

Surety Bond #: \_\_\_\_\_

Date Posted: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

RE: Project Name: **SROUFE WATER MAIN REPLACEMENT**  
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: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**VIII.**

**CHECK FOR ATTACHED NOTARY SIGNATURE**

\_\_\_\_ Individual (Form P-1)  
\_\_\_\_ Corporation (Form P-2)  
\_\_\_\_ Surety Company (Form P-2)

**FORM P-1 / NOTARY BLOCK**

(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON                 )  
  )  
COUNTY OF KITSAP                 ) ss.

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

Dated:

\_\_\_\_\_

**IX.**

\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**FORM P-2 / NOTARY BLOCK**

(Use For Partnership or Corporation Only)

**(Developer/Owner)**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged as the \_\_\_\_\_ of \_\_\_\_\_ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

**X.**

Dated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**FORM P-2/NOTARY BLOCK**

**(Surety Company)**

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF                                    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged as the \_\_\_\_\_ of \_\_\_\_\_ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

APPENDIX A

CONTRACT PROVISIONS AND SPECIFICATIONS

## INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

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

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

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

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

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

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

### Division 1 General Requirements

#### DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for the improvement of the Sroufe Street water main and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

SROUFE WATER MAIN REPLACEMENT



1 **1-01.3 Definitions**  
2 *(January 19, 2022 APWA GSP)*

3  
4 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace  
5 them with the following:  
6

7 **Dates**

8 ***Bid Opening Date***

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

10 ***Award Date***

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

13 ***Contract Execution Date***

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

15 ***Notice to Proceed Date***

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

17 ***Substantial Completion Date***

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

23 ***Physical Completion Date***

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

27 ***Completion Date***

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

32 ***Final Acceptance Date***

33 The date on which the Contracting Agency accepts the Work as complete.  
34

35 Supplement this Section with the following:  
36

37 All references in the Standard Specifications or WSDOT General Special Provisions, to  
38 the terms "Department of Transportation", "Washington State Transportation  
39 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters",  
40 and "State Treasurer" shall be revised to read "Contracting Agency".  
41

42 All references to the terms "State" or "state" shall be revised to read "Contracting  
43 Agency" unless the reference is to an administrative agency of the State of Washington,  
44 a State statute or regulation, or the context reasonably indicates otherwise.  
45

46 All references to "State Materials Laboratory" shall be revised to read "Contracting  
47 Agency designated location".  
48

1 All references to “final contract voucher certification” shall be interpreted to mean the  
2 Contracting Agency form(s) by which final payment is authorized, and final completion  
3 and acceptance granted.  
4

5 **Additive**

6 A supplemental unit of work or group of bid items, identified separately in the Bid  
7 Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition  
8 to the base bid.  
9

10 **Alternate**

11 One of two or more units of work or groups of bid items, identified separately in the Bid  
12 Proposal, from which the Contracting Agency may make a choice between different  
13 methods or material of construction for performing the same work.  
14

15 **Business Day**

16 A business day is any day from Monday through Friday except holidays as listed in  
17 Section 1-08.5.  
18

19 **Contract Bond**

20 The definition in the Standard Specifications for “Contract Bond” applies to whatever  
21 bond form(s) are required by the Contract Documents, which may be a combination of a  
22 Payment Bond and a Performance Bond.  
23

24 **Contract Documents**

25 See definition for “Contract”.  
26

27 **Contract Time**

28 The period of time established by the terms and conditions of the Contract within which  
29 the Work must be physically completed.  
30

31 **Notice of Award**

32 The written notice from the Contracting Agency to the successful Bidder signifying the  
33 Contracting Agency’s acceptance of the Bid Proposal.  
34

35 **Notice to Proceed**

36 The written notice from the Contracting Agency or Engineer to the Contractor authorizing  
37 and directing the Contractor to proceed with the Work and establishing the date on which  
38 the Contract time begins.  
39

40 **Traffic**

41 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and  
42 equestrian traffic.  
43

44 **Bid Procedures and Conditions**

45 **Prequalification of Bidders**  
46  
47

1 **1-02 BID PROCEDURES AND CONDITIONS**

2

3 **1-02.1 Prequalification of Bidders**

4

5 Delete this section and replace it with the following:

6

7 **1-02.1 Qualifications of Bidder**

8

*(January 24, 2011 APWA GSP)*

9

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

13

14 **1-02.2 Plans and Specifications**

15

*(June 27, 2011 APWA GSP)*

16

17 Delete this section and replace it with the following:

18

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

21

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

24

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	1	Furnished automatically upon award.
Contract Provisions	1	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	N/A	Furnished only upon request.

25

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

28

29 **Examination of Plans, Specifications and Site of Work**

30

31 **General**

32

33 **1-02.4(1) General**

34

*(January 19, 2022 APWA GSP Option A)*

35

36 The first sentence of the ninth paragraph, beginning with "Any prospective Bidder  
37 desiring...", is revised to read:

38

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

**1-02.5 Proposal Forms**  
*(July 31, 2017 APWA GSP)*

Delete this section and replace it with the following:

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

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

**Preparation of Proposal**

**1-02.6 Preparation of Proposal**  
*(December 10, 2020 APWA GSP, Option B)*

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

5  
6 The fourth paragraph of Section 1-02.6 is revised to read:

7  
8 (August 2, 2004)

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

10

## 11 **Delivery of Proposal**

12

### 13 **1-02.9 Delivery of Proposal**

14 *(January 19, 2022 APWA GSP, Option A)*

15

16 Delete this section and replace it with the following:

17

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

22

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

25

- 26 • DBE Utilization Certification (WSDOT 272-056)
- 27 • DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm  
28 listed on the Bidder's completed DBE Utilization Certification
- 29 • Good Faith Effort (GFE) Documentation
- 30 • DBE Bid Item Breakdown (WSDOT 272-054)
- 31 • DBE Trucking Credit Form (WSDOT 272-058)

32

### 33 **DBE Utilization Certification**

34 The DBE Utilization Certification shall be received at the same location and no later than  
35 the time required for delivery of the Proposal. The Contracting Agency will not open or  
36 consider any Proposal when the DBE Utilization Certification is received after the time  
37 specified for receipt of Proposals or received in a location other than that specified for  
38 receipt of Proposals. The DBE Utilization Certification may be submitted in the same  
39 envelope as the Bid deposit.

40

### 41 **DBE Written Confirmation and/or GFE Documentation**

42 The DBE Written Confirmation Documents and/or GFE Documents are not required to  
43 be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE  
44 (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The  
45 documents shall be received no later than 48 hours (not including Saturdays, Sundays  
46 and Holidays) after the time for delivery of the Proposal. To be considered responsive,  
47 Bidders shall submit Written Confirmation Documentation from each DBE firm listed on  
48 the Bidder's completed DBE Utilization Certification and/or the GFE as required by  
49 Section 1-02.6.

50

### 51 **DBE Bid Item Breakdown and DBE Trucking Credit Form**

1 The DBE Bid Item Breakdown and the DBE Trucking Credit Forms (if applicable) shall be  
2 received either with the Bid Proposal or as a Supplement to the Bid. The documents  
3 shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays)  
4 after the time for delivery of the Proposal. To be considered responsive, Bidders shall  
5 submit a completed DBE Bid Item Breakdown and a DBE Trucking Credit Form for each  
6 DBE Trucking firm listed on the DBE Utilization Certification, however, minor errors and  
7 corrections to DBE Bid Item Breakdown or DBE Trucking Credit Forms will be returned  
8 for correction for a period up to five calendar days (not including Saturdays, Sundays  
9 and Holidays) after the time for delivery of the Proposal. A DBE Bid Item Breakdown or  
10 DBE Trucking Credit Forms that are still incorrect after the correction period will be  
11 determined to be non-responsive.  
12

13 Proposals that are received as required will be publicly opened and read as specified in  
14 Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that  
15 is received after the time specified in the Call for Bids for receipt of Bid Proposals, or  
16 received in a location other than that specified in the Call for Bids. The Contracting  
17 Agency will not open or consider any "Supplemental Information" (DBE confirmations, or  
18 GFE documentation) that is received after the time specified above, or received in a  
19 location other than that specified in the Call for Bids.  
20

21 If an emergency or unanticipated event interrupts normal work processes of the  
22 Contracting Agency so that Proposals cannot be received at the office designated for  
23 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the  
24 Proposal will be deemed to be extended to the same time of day specified in the  
25 solicitation on the first work day on which the normal work processes of the Contracting  
26 Agency resume.  
27

28  
29 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**  
30 *(July 23, 2015 APWA GSP)*  
31

32 Delete this section, and replace it with the following:  
33

34 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may  
35 withdraw, revise, or supplement it if:  
36

- 37 1. The Bidder submits a written request signed by an authorized person and  
38 physically delivers it to the place designated for receipt of Bid Proposals, and
- 39 2. The Contracting Agency receives the request before the time set for receipt of  
40 Bid Proposals, and
- 41 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting  
42 Agency before the time set for receipt of Bid Proposals.  
43

44 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received  
45 before the time set for receipt of Bid Proposals, the Contracting Agency will return the  
46 unopened Proposal package to the Bidder. The Bidder must then submit the revised or  
47 supplemented package in its entirety. If the Bidder does not submit a revised or  
48 supplemented package, then its bid shall be considered withdrawn.  
49

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

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

Delete this section and replace it with the following:

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

1 **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**  
51

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

34  
35 Revise the first paragraph to read:

36  
37 After opening and reading proposals, the Contracting Agency will check them for  
38 correctness of extensions of the prices per unit and the total price. If a discrepancy exists  
39 between the price per unit and the extended amount of any bid item, the price per unit will  
40 control. If a minimum bid amount has been established for any item and the bidder's unit  
41 or lump sum price is less than the minimum specified amount, the Contracting Agency will  
42 unilaterally revise the unit or lump sum price, to the minimum specified amount and  
43 recalculate the extension. The total of extensions, corrected where necessary, including  
44 sales taxes where applicable and such additives and/or alternates as selected by the  
45 Contracting Agency, will be used by the Contracting Agency for award purposes and to fix  
46 the Awarded Contract Price amount and the amount of the contract bond.  
47

48 **Execution Of Contract**

49

1 **1-03.3 Execution of Contract**  
2 *(January 19, 2022 APWA GSP)*

3  
4 Revise this section to read:

5  
6 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays),  
7 the successful Bidder shall provide the information necessary to execute the Contract to  
8 the Contracting Agency. The Bidder shall send the contact information, including the full  
9 name, email address, and phone number, for the authorized signer and bonding agent to  
10 the Contracting Agency.

11  
12 Copies of the Contract Provisions, including the unsigned Form of Contract, will be  
13 available for signature by the successful bidder on the first business day following award.  
14 The number of copies to be executed by the Contractor will be determined by the  
15 Contracting Agency.

16  
17 Within 20 calendar days after the award date, the successful bidder shall return the  
18 signed Contracting Agency-prepared contract, an insurance certification as required by  
19 Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer  
20 of Coverage form for the Construction Stormwater General Permit with sections I, III, and  
21 VIII completed when provided. Before execution of the contract by the Contracting  
22 Agency, the successful bidder shall provide any pre-award information the Contracting  
23 Agency may require under Section 1-02.15.

24  
25 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting  
26 Agency nor shall any work begin within the project limits or within Contracting Agency-  
27 furnished sites. The Contractor shall bear all risks for any work begun outside such areas  
28 and for any materials ordered before the contract is executed by the Contracting Agency.

29  
30 If the bidder experiences circumstances beyond their control that prevents return of the  
31 contract documents within the calendar days after the award date stated above, the  
32 Contracting Agency may grant up to a maximum of 10 additional calendar days for return  
33 of the documents, provided the Contracting Agency deems the circumstances warrant it.

34  
35 **1-03.4 Contract Bond**  
36 *(July 23, 2015 APWA GSP)*

37  
38 Delete the first paragraph and replace it with the following:

39  
40 The successful bidder shall provide executed payment and performance bond(s) for the  
41 full contract amount. The bond may be a combined payment and performance bond; or  
42 be separate payment and performance bonds. In the case of separate payment and  
43 performance bonds, each shall be for the full contract amount. The bond(s) shall:

- 44 1. Be on Contracting Agency-furnished form(s);  
45 2. Be signed by an approved surety (or sureties) that:  
46 a. Is registered with the Washington State Insurance Commissioner, and  
47 b. Appears on the current Authorized Insurance List in the State of Washington  
48 published by the Office of the Insurance Commissioner,  
49 3. Guarantee that the Contractor will perform and comply with all obligations, duties,  
50 and conditions under the Contract, including but not limited to the duty and obligation

- 1 to indemnify, defend, and protect the Contracting Agency against all losses and  
2 claims related directly or indirectly from any failure:
- 3 a. Of the Contractor (or any of the employees, subcontractors, or lower tier  
4 subcontractors of the Contractor) to faithfully perform and comply with all contract  
5 obligations, conditions, and duties, or
- 6 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the  
7 Contractor) to pay all laborers, mechanics, subcontractors, lower tier  
8 subcontractors, material person, or any other person who provides supplies or  
9 provisions for carrying out the work;
- 10 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the  
11 project under titles 50, 51, and 82 RCW; and
- 12 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign  
13 the bond; and
- 14 6. Be signed by an officer of the Contractor empowered to sign official statements (sole  
15 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed  
16 by the president or vice president, unless accompanied by written proof of the  
17 authority of the individual signing the bond(s) to bind the corporation (i.e., corporate  
18 resolution, power of attorney, or a letter to such effect signed by the president or vice  
19 president).

20

## 21 **Scope of the Work**

22

### 23 **Coordination of Contract Documents, Plans, Special Provisions, 24 Specifications, and Addenda**

25

#### 26 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, 27 Specifications, and Addenda**

28 *(December 10, 2020 APWA GSP)*

29

30 Revise the second paragraph to read:

31

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

34

35

36

37

38

39

40

41

#### 42 **1-04.4(1) Minor Changes**

43 *(May 30, 2019 APWA GSP)*

44

45 Delete the first paragraph and replace it with the following:

46

47 Payments or credits for changes amounting to \$5,000 or less may be made under the Bid  
48 item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor  
49 Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4,  
50 Changes. All "Minor Change" work will be within the scope of the Contract Work and will

1 not change Contract Time.

2

3 **Control of Work**

4

5 **1-05.7 Removal of Defective and Unauthorized Work**

6 *(October 1, 2005 APWA GSP)*

7

8 Supplement this section with the following:

9

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

15

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

23

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

31

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

35

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

39

40

41 **1-05.11 Final Inspection**

42

43 Delete this section and replace it with the following:

44

45 **1-05.11 Final Inspections and Operational Testing**

46 *(October 1, 2005 APWA GSP)*

47

48 **1-05.11(1) Substantial Completion Date**

49

50 When the Contractor considers the work to be substantially complete, the Contractor  
51 shall so notify the Engineer and request the Engineer establish the Substantial  
52 Completion Date. The Contractor's request shall list the specific items of work that

1 remain to be completed in order to reach physical completion. The Engineer will  
2 schedule an inspection of the work with the Contractor to determine the status of  
3 completion. The Engineer may also establish the Substantial Completion Date  
4 unilaterally.

5  
6 If, after this inspection, the Engineer concurs with the Contractor that the work is  
7 substantially complete and ready for its intended use, the Engineer, by written notice to  
8 the Contractor, will set the Substantial Completion Date. If, after this inspection the  
9 Engineer does not consider the work substantially complete and ready for its intended  
10 use, the Engineer will, by written notice, so notify the Contractor giving the reasons  
11 therefor.

12  
13 Upon receipt of written notice concurring in or denying substantial completion, whichever  
14 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized  
15 interruption, the work necessary to reach Substantial and Physical Completion. The  
16 Contractor shall provide the Engineer with a revised schedule indicating when the  
17 Contractor expects to reach substantial and physical completion of the work.

18  
19 The above process shall be repeated until the Engineer establishes the Substantial  
20 Completion Date and the Contractor considers the work physically complete and ready for  
21 final inspection.

### 22 23 **1-05.11(2) Final Inspection and Physical Completion Date**

24  
25 When the Contractor considers the work physically complete and ready for final  
26 inspection, the Contractor by written notice, shall request the Engineer to schedule a  
27 final inspection. The Engineer will set a date for final inspection. The Engineer and the  
28 Contractor will then make a final inspection and the Engineer will notify the Contractor in  
29 writing of all particulars in which the final inspection reveals the work incomplete or  
30 unacceptable. The Contractor shall immediately take such corrective measures as are  
31 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,  
32 diligently, and without interruption until physical completion of the listed deficiencies. This  
33 process will continue until the Engineer is satisfied the listed deficiencies have been  
34 corrected.

35  
36 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the  
37 written notice listing the deficiencies, the Engineer may, upon written notice to the  
38 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to  
39 Section 1-05.7.

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

43  
44 Upon correction of all deficiencies, the Engineer will notify the Contractor and the  
45 Contracting Agency, in writing, of the date upon which the work was considered physically  
46 complete. That date shall constitute the Physical Completion Date of the contract, but shall  
47 not imply acceptance of the work or that all the obligations of the Contractor under the  
48 contract have been fulfilled.

### 49 50 **1-05.11(3) Operational Testing**

51

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

16  
17 The costs for power, gas, labor, material, supplies, and everything else needed to  
18 successfully complete operational testing, shall be included in the unit contract prices  
19 related to the system being tested, unless specifically set forth otherwise in the proposal.  
20

21 Operational and test periods, when required by the Engineer, shall not affect a  
22 manufacturer's guaranties or warranties furnished under the terms of the contract.  
23  
24

25 **1-05.13 Superintendents, Labor and Equipment of Contractor**

26 *(August 14, 2013 APWA GSP)*  
27

28 Delete the sixth and seventh paragraphs of this section.  
29

30 **1-05.15 Method of Serving Notices**

31 *(March 25, 2009 APWA GSP)*

32 Revise the second paragraph to read:  
33

34 All correspondence from the Contractor shall be directed to the Project Engineer. All  
35 correspondence from the Contractor constituting any notification, notice of protest, notice  
36 of dispute, or other correspondence constituting notification required to be furnished  
37 under the Contract, must be in paper format, hand delivered or sent via mail delivery  
38 service to the Project Engineer's office. Electronic copies such as e-mails or  
39 electronically delivered copies of correspondence will not constitute such notice and will  
40 not comply with the requirements of the Contract.  
41

42 Add the following new section:  
43

44 **1-05.16 Water and Power**

45 *(October 1, 2005 APWA GSP)*  
46

47 The Contractor shall make necessary arrangements, and shall bear the costs for power  
48 and water necessary for the performance of the work, unless the contract includes power  
49 and water as a pay item.  
50



1 Add the following new section:  
2

3 **1-05.18 Record Drawings**

4 *(March 8, 2013 APWA GSP)*  
5

6 The Contractor shall maintain one set of full size plans for Record Drawings, updated  
7 with clear and accurate red-lined field revisions on a daily basis, and within 2 business  
8 days after receipt of information that a change in Work has occurred. The Contractor  
9 shall not conceal any work until the required information is recorded.

10  
11 This Record Drawing set shall be used for this purpose alone, shall be kept separate  
12 from other Plan sheets, and shall be clearly marked as Record Drawings. These Record  
13 Drawings shall be kept on site at the Contractor's field office, and shall be available for  
14 review by the Contracting Agency at all times. The Contractor shall bring the Record  
15 Drawings to each progress meeting for review.  
16

17 The preparation and upkeep of the Record Drawings is to be the assigned responsibility  
18 of a single, experienced, and qualified individual. The quality of the Record Drawings, in  
19 terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting  
20 Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a  
21 complete set of Record Drawings for the Contracting Agency without further investigative  
22 effort by the Contracting Agency.  
23

24 The Record Drawing markups shall document all changes in the Work, both concealed  
25 and visible. Items that must be shown on the markups include but are not limited to:  
26

- 27 • Actual dimensions, arrangement, and materials used when different than shown in  
28 the Plans.
- 29 • Changes made by Change Order or Field Order.
- 30 • Changes made by the Contractor.
- 31 • Accurate locations of storm sewer, sanitary sewer, water mains and other water  
32 appurtenances, structures, conduits, light standards, vaults, width of roadways,  
33 sidewalks, landscaping areas, building footprints, channelization and pavement  
34 markings, etc. Include pipe invert elevations, top of castings (manholes, inlets,  
35 etc.).  
36

37 If the Contract calls for the Contracting Agency to do all surveying and staking, the  
38 Contracting Agency will provide the elevations at the tolerances the Contracting Agency  
39 requires for the Record Drawings.  
40

41 When the Contract calls for the Contractor to do the surveying/staking, the applicable  
42 tolerance limits include, but are not limited to the following:

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot

As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

**Making Entries on the Record Drawings:**

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
- Additions - Red
- Deletions - Green
- Comments - Blue
- Dimensions- Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following bid item:

Record Drawings (Minimum Bid \$ 2,000)	Lump Sum
---	----------

25  
26  
27  
28  
29  
30  
31  
32  
33

Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

**Legal Relations and Responsibilities to the Public**

**Laws to be Observed**

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

Supplement this section with the following:

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

45

1 The Washington State Department of Labor and Industries shall be the sole and  
2 paramount administrative agency responsible for the administration of the provisions of  
3 the Washington Industrial Safety and Health Act of 1973 (WISHA).  
4

5 The Contractor shall maintain at the project site office, or other well known place at the  
6 project site, all articles necessary for providing first aid to the injured. The Contractor  
7 shall establish, publish, and make known to all employees, procedures for ensuring  
8 immediate removal to a hospital, or doctor's care, persons, including employees, who  
9 may have been injured on the project site. Employees should not be permitted to work  
10 on the project site before the Contractor has established and made known procedures  
11 for removal of injured persons to a hospital or a doctor's care.  
12

13 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of  
14 the Contractor's plant, appliances, and methods, and for any damage or injury resulting  
15 from their failure, or improper maintenance, use, or operation. The Contractor shall be  
16 solely and completely responsible for the conditions of the project site, including safety  
17 for all persons and property in the performance of the work. This requirement shall apply  
18 continuously, and not be limited to normal working hours. The required or implied duty of  
19 the Engineer to conduct construction review of the Contractor's performance does not,  
20 and shall not, be intended to include review and adequacy of the Contractor's safety  
21 measures in, on, or near the project site.  
22

## 23 24 **1-07.2 State Taxes**

25  
26 Delete this section, including its sub-sections, in its entirety and replace it with the following:  
27

### 28 **1-07.2 State Sales Tax** 29 *(June 27, 2011 APWA GSP)* 30

31 The Washington State Department of Revenue has issued special rules on the State  
32 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The  
33 Contractor should contact the Washington State Department of Revenue for answers to  
34 questions in this area. The Contracting Agency will not adjust its payment if the  
35 Contractor bases a bid on a misunderstood tax liability.  
36

37 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other  
38 contract amounts. In some cases, however, state retail sales tax will not be included.  
39 Section 1-07.2(2) describes this exception.  
40

41 The Contracting Agency will pay the retained percentage (or release the Contract Bond if  
42 a FHWA-funded Project) only if the Contractor has obtained from the Washington State  
43 Department of Revenue a certificate showing that all contract-related taxes have been  
44 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the  
45 Contractor any amount the Contractor may owe the Washington State Department of  
46 Revenue, whether the amount owed relates to this contract or not. Any amount so  
47 deducted will be paid into the proper State fund.  
48

### 49 **1-07.2(1) State Sales Tax — Rule 171**

50  
51 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,  
52 roads, etc., which are owned by a municipal corporation, or political subdivision of the

1 state, or by the United States, and which are used primarily for foot or vehicular traffic.  
2 This includes storm or combined sewer systems within and included as a part of the  
3 street or road drainage system and power lines when such are part of the roadway  
4 lighting system. For work performed in such cases, the Contractor shall include  
5 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract  
6 amounts, including those that the Contractor pays on the purchase of the materials,  
7 equipment, or supplies used or consumed in doing the work.

8  
9 **1-07.2(2) State Sales Tax — Rule 170**

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

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

27  
28 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor  
29 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or  
30 consumable supplies not integrated into the project. Such sales taxes shall be included  
31 in the unit bid item prices or in any other contract amount.

32  
33 **1-07.2(3) Services**

34  
35 The Contractor shall not collect retail sales tax from the Contracting Agency on any  
36 contract wholly for professional or other services (as defined in Washington State  
37 Department of Revenue Rules 138 and 244).

38  
39 ***Air Quality***

40  
41 **Asbestos Containing Material**

42  
43 Section 1-07.5(4)C is supplemented with the following:

44  
45 **(October 4, 2021)**  
46 **Asbestos Good Faith Investigation**  
47 An asbestos Good Faith Investigation (GFI) has been conducted for this project  
48 and it has been determined that known Asbestos Containing Material (ACM),  
49 and/or Presumed Asbestos Containing Material (PACM), will be disturbed by the  
50 work on this project. The asbestos GFI has been provided in Appendix \*\*\* B \*\*\*.

51

1 **Utilities and Similar Facilities**

2  
3 Section 1-07.17 is supplemented with the following:

4  
5 (April 2, 2007)

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

8  
9 The following addresses and telephone numbers of utility companies known or suspected  
10 of having facilities within the project limits are supplied for the Contractor's convenience:

- 11  
12 \*\*\* Water and Sewer – City of Port Orchard  
13 Gas – Cascade Natural Gas, 1-888-522-1130  
14 Electric – PSE, 1-888-225-5773  
15 Telephone – Century Link, 1-800-244-1111  
16 Cable – Comcast, 503-399-4494  
17 Cable – Astound, 1-800-427-8686 \*\*\*  
18

19 ***Required Insurance Policies***

20  
21 (September 7, 2021)

22 Item number 1 of Section 1-07.18(5) is deleted.

23  
24 The first sentence of Item No. 2 of Section 1-07.18(5) is revised to read:

25  
26 (September 7, 2021)

- 27 2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001  
28 with minimum limits of \$1,000,000 per occurrence and in the aggregate for each  
29 one-year policy period.

30  
31 Section 1-07.18(5) is supplemented with the following:

32  
33 (October 3, 2022)

34 The Contractor shall obtain Contractor's Pollution Liability Insurance (CPL) with  
35 minimum "per project" limits of \*\*\* \$2,000,000 \*\*\* per occurrence and in the  
36 aggregate for claims, including investigation, defense, or settlement costs and  
37 expenses for bodily injury and property damage (including natural resources  
38 damages and loss of use of tangible property that has not been physically injured)  
39 arising out of:

- 40  
41 a. Pollution conditions caused or made worse by the Contractor's performance  
42 of the Work, including clean-up costs for a newly caused condition or a  
43 historical condition that is made worse; and;  
44  
45 b. The vicarious liability of subcontractors of any tier.

46  
47 The Contractor shall be Named Insured and the Contracting Agency, the State, the  
48 Governor, the Commission, the Secretary, the Department, all officers and  
49 employees of the State, and their respective members, directors, officers,  
50 employees, agents, and consultants (collectively the "Additional Insureds") shall be  
51 included as Additional Insureds, or, as appropriate, a Named Insured, under this  
52 policy and coverage.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

## Public Convenience and Safety

### ***Construction Under Traffic***

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

(October 3, 2022)

Lane, ramp, shoulder, and roadway closures are subject to the following restrictions:

\*\*\* Contractor shall provide traffic control plans for approval by the Engineer no less than 10 business days prior to installation of traffic control. \*\*\*

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. Exceptions to these restrictions may be considered by the Engineer on a case-by-case basis following a written request by the Contractor.

Lane, ramp, shoulder, and roadway closures are not allowed on any of the following:

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. After \*\*\* 4:00 PM \*\*\* on the day prior to a holiday or holiday weekend, and
4. Before \*\*\* 8:00 AM \*\*\* on the day after the holiday or holiday weekend.
5. The two-hour period prior to and the two-hour period after the following special events:

\*\*\* N/A \*\*\*

It shall be the Contractor's responsibility to obtain the dates and times of all events.

### **Traffic Delays**

When AFADs or flaggers are used to control traffic, traffic shall not be stopped for more than \*\*\* 20 \*\*\* minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

If the delay becomes greater than \*\*\* 25 \*\*\* minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the \*\*\* 5 \*\*\* minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise his work operations to meet the \*\*\* 25 \*\*\* minute limit. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

There shall be no delay to medical, fire, or other emergency vehicles. The Contractor shall alert all flaggers and personnel of this requirement.

**General Restrictions**

Construction vehicles using a closed traffic lane shall travel only in the normal direction of traffic flow unless expressly allowed in an accepted traffic control plan. Construction vehicles shall be equipped with flashing or rotating amber lights.

No two consecutive on-ramps, off-ramps, or intersections shall be closed at the same time and only one ramp at an interchange shall be closed, unless specifically shown in the Plans.

Roads or ramps that are designated as part of a detour shall not be closed or restricted during the implementation of that detour, unless specifically shown in the Plans.

**Controlled Access**

No special access or egress shall be allowed by the Contractor other than normal legal movements or as shown in the Plans.

Contractor’s vehicles of 10,000 GVW or greater shall not exit or enter a lane open to public traffic except as follows:

Egress and ingress shall only occur during the hours of allowable lane closures, and:

1. For exiting an open lane of traffic, by decelerating in a lane that is closed during the allowable hours for lane closures.
2. For entering an open lane of traffic, by accelerating in a closed lane during the allowable hours for lane closures.

Traffic control vehicles are excluded from the gross vehicle weight requirement. If placing construction signs will restrict traveled lanes, then the work will be permitted during the hours of allowable lane closures.

**Advance Notification**

The Contractor shall notify the Engineer in writing of any traffic impacts related to lane closure, shoulder closure, sidewalk closure, or any combination for the week by 12:00 p.m. (noon) Wednesday the week prior to the stated impacts.

The Contractor shall notify the Engineer in writing ten working days in advance of any traffic impacts related to full roadway closure, ramp closure, or both.

The Contractor shall notify the Engineer in writing of any changes to the stated traffic impacts a minimum of 48 hours prior to the traffic impacts.

**Rights of Way**

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

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

5  
6 Street Right of Way lines, limits of easements, and limits of construction permits are  
7 indicated in the Plans. The Contractor's construction activities shall be confined within  
8 these limits, unless arrangements for use of private property are made.

9  
10 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of  
11 way and easements, both permanent and temporary, necessary for carrying out the  
12 work. Exceptions to this are noted in the Bid Documents or will be brought to the  
13 Contractor's attention by a duly issued Addendum.

14  
15 Whenever any of the work is accomplished on or through property other than public  
16 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any  
17 easement agreement obtained by the Contracting Agency from the owner of the private  
18 property. Copies of the easement agreements may be included in the Contract  
19 Provisions or made available to the Contractor as soon as practical after they have been  
20 obtained by the Engineer.

21  
22 Whenever easements or rights of entry have not been acquired prior to advertising,  
23 these areas are so noted in the Plans. The Contractor shall not proceed with any portion  
24 of the work in areas where right of way, easements or rights of entry have not been  
25 acquired until the Engineer certifies to the Contractor that the right of way or easement is  
26 available or that the right of entry has been received. If the Contractor is delayed due to  
27 acts of omission on the part of the Contracting Agency in obtaining easements, rights of  
28 entry or right of way, the Contractor will be entitled to an extension of time. The  
29 Contractor agrees that such delay shall not be a breach of contract.

30  
31 Each property owner shall be given 48 hours notice prior to entry by the Contractor. This  
32 includes entry onto easements and private property where private improvements must  
33 be adjusted.

34  
35 The Contractor shall be responsible for providing, without expense or liability to the  
36 Contracting Agency, any additional land and access thereto that the Contractor may  
37 desire for temporary construction facilities, storage of materials, or other Contractor  
38 needs. However, before using any private property, whether adjoining the work or not,  
39 the Contractor shall file with the Engineer a written permission of the private property  
40 owner, and, upon vacating the premises, a written release from the property owner of  
41 each property disturbed or otherwise interfered with by reasons of construction pursued  
42 under this contract. The statement shall be signed by the private property owner, or  
43 proper authority acting for the owner of the private property affected, stating that  
44 permission has been granted to use the property and all necessary permits have been  
45 obtained or, in the case of a release, that the restoration of the property has been  
46 satisfactorily accomplished. The statement shall include the parcel number, address,  
47 and date of signature. Written releases must be filed with the Engineer before the  
48 Completion Date will be established.

49  
50 **Prosecution and Progress**

51



1 **1-08 PROSECUTION AND PROGRESS**

2

3 Add the following new section:

4

5 **1-08.0 Preliminary Matters**

6 (May 25, 2006 APWA GSP)

7

8 Add the following new section:

9

10 **1-08.0(1) Preconstruction Conference**

11 (*October 10, 2008 APWA GSP*)

12

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

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

24

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

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

29

30 Add the following new section:

31

32 **1-08.0(2) Hours of Work**

33 (*December 8, 2014 APWA GSP*)

34

35 Except in the case of emergency or unless otherwise approved by the Engineer, the  
36 normal working hours for the Contract shall be any consecutive 8-hour period between  
37 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the  
38 Contractor desires different than the normal working hours stated above, the request  
39 must be submitted in writing prior to the preconstruction conference, subject to the  
40 provisions below. The working hours for the Contract shall be established at or prior to  
41 the preconstruction conference.

42

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

45

46 If the Contractor wishes to deviate from the established working hours, the Contractor  
47 shall submit a written request to the Engineer for consideration. This request shall state  
48 what hours are being requested, and why. Requests shall be submitted for review no  
49 later than 5 days prior to the day(s) the Contractor is requesting to change the hours.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

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

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

**Progress Schedule**

***Progress Schedule Types***

**1-08.3(2)B Type B Progress Schedule**  
*(March 13, 2012 APWA GSP)*

Revise the first paragraph to read:

The Contractor shall submit a preliminary Type B Progress Schedule at or prior to the preconstruction conference. The preliminary Type B Progress Schedule shall comply with all of these requirements and the requirements of Section 1-08.3(1), except that it may be limited to only those activities occurring within the first 60-working days of the project.

Revise the first sentence of the second paragraph to read:

The Contractor shall submit one electronic copy of a Type B Progress Schedule depicting the entire project no later than 21-calendar days after the preconstruction conference.

**Prosecution of Work**

**1-08.4 Prosecution of Work**

Delete this section and replace it with the following:

1 **1-08.4 Notice to Proceed and Prosecution of Work**  
2 *(July 23, 2015 APWA GSP)*

3  
4 Notice to Proceed will be given after the contract has been executed and the contract  
5 bond and evidence of insurance have been approved and filed by the Contracting  
6 Agency. The Contractor shall not commence with the work until the Notice to Proceed  
7 has been given by the Engineer. The Contractor shall commence construction activities  
8 on the project site within ten days of the Notice to Proceed Date, unless otherwise  
9 approved in writing. The Contractor shall diligently pursue the work to the physical  
10 completion date within the time specified in the contract. Voluntary shutdown or slowing  
11 of operations by the Contractor shall not relieve the Contractor of the responsibility to  
12 complete the work within the time(s) specified in the contract.

13  
14 When shown in the Plans, the first order of work shall be the installation of high visibility  
15 fencing to delineate all areas for protection or restoration, as described in the Contract.  
16 Installation of high visibility fencing adjacent to the roadway shall occur after the  
17 placement of all necessary signs and traffic control devices in accordance with 1-10.1(2).  
18 Upon construction of the fencing, the Contractor shall request the Engineer to inspect the  
19 fence. No other work shall be performed on the site until the Contracting Agency has  
20 accepted the installation of high visibility fencing, as described in the Contract.

21  
22 **Time for Completion**

23  
24 **1-08.5 Time for Completion**  
25 *(January 19, 2022 APWA GSP, Option A)*

26  
27 Revise the third and fourth paragraphs to read:

28  
29 Contract time shall begin on the first working day following the Notice to Proceed Date.

30  
31 Each working day shall be charged to the contract as it occurs, until the contract work is  
32 physically complete. If substantial completion has been granted and all the authorized  
33 working days have been used, charging of working days will cease. Each week the  
34 Engineer will provide the Contractor a statement that shows the number of working days:  
35 (1) charged to the contract the week before; (2) specified for the physical completion of  
36 the contract; and (3) remaining for the physical completion of the contract. The  
37 statement will also show the nonworking days and any partial or whole day the Engineer  
38 declares as unworkable. The statement will be identified as a Written Determination by  
39 the Engineer. If the Contractor does not agree with the Written Determination of working  
40 days, the Contractor shall pursue the protest procedures in accordance with Section 1-  
41 04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be  
42 deemed as having accepted the statement as correct. If the Contractor is approved to  
43 work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week  
44 in which a 4-10 shift is worked would ordinarily be charged as a working day then the  
45 fifth day of that week will be charged as a working day whether or not the Contractor  
46 works on that day.

47  
48 Revise the sixth paragraph to read:

49  
50 The Engineer will give the Contractor written notice of the completion date of the contract  
51 after all the Contractor's obligations under the contract have been performed by the

- 1 Contractor. The following events must occur before the Completion Date can be  
2 established:
- 3 1. The physical work on the project must be complete; and
  - 4 2. The Contractor must furnish all documentation required by the contract and required  
5 by law, to allow the Contracting Agency to process final acceptance of the contract.  
6 The following documents must be received by the Project Engineer prior to  
7 establishing a completion date:
    - 8 a. Certified Payrolls (per Section 1-07.9(5)).
    - 9 b. Material Acceptance Certification Documents
    - 10 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the  
11 Contract Provisions.
    - 12 d. Final Contract Voucher Certification
    - 13 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor  
14 and all Subcontractors
    - 15 f. A copy of the Notice of Termination sent to the Washington State Department of  
16 Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the  
17 Notice of Termination by Ecology; and no rejection of the Notice of Termination  
18 by Ecology. This requirement will not apply if the Construction Stormwater  
19 General Permit is transferred back to the Contracting Agency in accordance with  
20 Section 8-01.3(16).
    - 21 g. Property owner releases per Section 1-07.24

## 22 **Payments**

### 23 **1-09.9 Payments**

24 *(March 13, 2012 APWA GSP)*

25 Supplement this section with the following:

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

### 28 **1-09.9 Payments**

29 *(January 19, 2022 APWA GSP)*

30 Section 1-09.9 is revised to read:

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

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

1 Progress payments for completed work and material on hand will be based upon  
2 progress estimates prepared by the Engineer. A progress estimate cutoff date will be  
3 established at the preconstruction conference.  
4

5 The initial progress estimate will be made not later than 30 days after the Contractor  
6 commences the work, and successive progress estimates will be made every month  
7 thereafter until the Completion Date. Progress estimates made during progress of the  
8 work are tentative, and made only for the purpose of determining progress payments.  
9 The progress estimates are subject to change at any time prior to the calculation of the  
10 final payment.  
11

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

- 13 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of  
14 work completed multiplied by the unit price.
- 15 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum  
16 breakdown for that item, or absent such a breakdown, based on the Engineer's  
17 determination.
- 18 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site  
19 or other storage area approved by the Engineer.
- 20 4. Change Orders — entitlement for approved extra cost or completed extra work as  
21 determined by the Engineer.  
22

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

- 24 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 25 2. The amount of progress payments previously made; and
- 26 3. Funds withheld by the Contracting Agency for disbursement in accordance with the  
27 Contract Documents.  
28

29 Progress payments for work performed shall not be evidence of acceptable performance  
30 or an admission by the Contracting Agency that any work has been satisfactorily  
31 completed. The determination of payments under the contract will be final in accordance  
32 with Section 1-05.1.  
33

34 Failure to perform any of the obligations under the Contract by the Contractor may be  
35 decreed by the Contracting Agency to be adequate reason for withholding any payments  
36 until compliance is achieved.  
37

38 Upon completion of all Work and after final inspection (Section 1-05.11), the amount due  
39 the Contractor under the Contract will be paid based upon the final estimate made by the  
40 Engineer and presentation of a Final Contract Voucher Certification to be signed by the  
41 Contractor. The Contractor's signature on such voucher shall be deemed a release of all  
42 claims of the Contractor unless a Certified Claim is filed in accordance with the  
43 requirements of Section 1-09.11 and is expressly excepted from the Contractor's  
44 certification on the Final Contract Voucher Certification. The date the Contracting Agency  
45 signs the Final Contract Voucher Certification constitutes the final acceptance date  
46 (Section 1-05.12).  
47

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

20

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

23

## 24 **Temporary Traffic Control**

25

## 26 **Traffic Control Management**

27

### 28 ***General***

29

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

31

32 (October 3, 2022)

33

34 The Traffic Control Supervisor shall be certified by one of the following:

35

35 The Northwest Laborers-Employers Training Trust

36

36 27055 Ohio Ave.

37

37 Kingston, WA 98346

38

38 (360) 297-3035

39

39 <https://www.nwlett.edu>

40

41 Evergreen Safety Council

42

42 12545 135<sup>th</sup> Ave. NE

43

43 Kirkland, WA 98034-8709

44

44 1-800-521-0778

45

45 <https://www.esc.org>

46

47 The American Traffic Safety Services Association

48

48 15 Riverside Parkway, Suite 100

49

49 Fredericksburg, Virginia 22406-1022

50

50 Training Dept. Toll Free (877) 642-4637

51

51 Phone: (540) 368-1701

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

<https://atssa.com/training>

Integrity Safety  
13912 NE 20th Ave.  
Vancouver, WA 98686  
(360) 574-6071

<https://www.integritysafety.com>

US Safety Alliance  
(904) 705-5660

<https://www.ussafetyalliance.com>

K&D Services Inc.  
2719 Rockefeller Ave.  
Everett, WA 98201  
(800) 343-4049

<https://www.kndservices.net>

**Measurement**

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

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

(August 2, 2004)

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

**Division 2  
Earthwork**

**Removal of Structures and Obstructions**

**Description**

Section 2-02.1 is supplemented with the following:

***(October 4, 2021)***

***Removal and Disposal of Asbestos Material***

This work shall consist of removing, handling, and disposing of Asbestos Containing Material and Presumed Asbestos Containing Material identified in the Good Faith Investigation (GFI). The Contractor shall remove and dispose of asbestos in any and all areas as identified in the GFI.

**Construction Requirements**

Section 2-02.3 is supplemented with the following:

***(September 7, 2021)***

***Removal of Obstructions***

The following miscellaneous Obstructions shall be removed and disposed of:

1		
2	*** Hydrant	2 each
3	Valve Box	6 each
4	Water Meter Box	1 each ***
5		

6 **(October 4, 2021)**

7 **Removal and Disposal of Asbestos Material**

8 Prior to performance of any contract work, the Contractor shall obtain all permits from and  
 9 provide notification to, the Washington State Department of Labor and Industries, the  
 10 Washington State Department of Ecology, the local clean air agency, and other permitting  
 11 and regulatory agencies with jurisdiction over the work involving asbestos as the laws,  
 12 rules, and regulations require.

13  
 14 Prior to commencing asbestos related work, the Contractor shall submit as a Type 1  
 15 Working Drawing any and all written verification of approvals and notifications that have  
 16 been given and/or obtained from the required jurisdictional agencies. The Contractor shall  
 17 include a schedule of activities for all work involving asbestos removal as part of the Type  
 18 1 Working Drawing. Asbestos related work shall also be shown on the Contractor's project  
 19 progress schedule.

20  
 21 The Contractor shall designate a Washington State Certified Asbestos Supervisor (CAS),  
 22 certified in accordance with WAC 295-65-012, to supervise the asbestos removal and to  
 23 ensure that the handling and removal of asbestos is accomplished by certified asbestos  
 24 workers, pursuant to Washington State Department of Labor and Industries standards.  
 25 The Contractor shall ensure that the removal and disposal of asbestos meets the  
 26 requirements of EPA regulation 40 CFR Part 61, local health department regulations, and  
 27 all other applicable regulations.

28  
 29 The Contractor shall ensure the safety of all workers, visitors to the site, and the public in  
 30 accordance with all applicable laws, rules, and regulations.

31  
 32 **Payment**

33  
 34 Section 2-02.5 is supplemented with the following:

35  
 36 (September 30, 1996)  
 37 "Removal and Disposal of Asbestos Material", lump sum.

38  
 39  
 40 **Division 5**  
 41 **Surface Treatments and Pavements**

42  
 43 **Hot Mix Asphalt**

44  
 45 **5-04 Hot Mix Asphalt**  
 46 *(July 18, 2018 APWA GSP)*

47  
 48 Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:

49  
 50 **5-04.1 Description**



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

7  
8 HMA shall be composed of asphalt binder and mineral materials as may be required,  
9 mixed in the proportions specified to provide a homogeneous, stable,  
10 and workable mixture.

11  
12 **5-04.2 Materials**

13 Materials shall meet the requirements of the following sections:

14	Asphalt Binder	9-02.1(4)
15	Cationic Emulsified Asphalt	9-02.1(6)
16	Anti-Stripping Additive	9-02.4
17	HMA Additive	9-02.5
18	Aggregates	9-03.8
19	Recycled Asphalt Pavement	9-03.8(3)B
20	Mineral Filler	9-03.8(5)
21	Recycled Material	9-03.21
22	Portland Cement	9-01
23	Sand	9-03.1(2)
24	(As noted in 5-04.3(5)C for crack sealing)	
25	Joint Sealant	9-04.2
26	Foam Backer Rod	9-04.2(3)A

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

33  
34 The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production  
35 of HMA. The RAP may be from pavements removed under the Contract, if any, or  
36 pavement material from an existing stockpile.

37  
38 The Contractor may use up to 20 percent RAP by total weight of HMA with no additional  
39 sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of  
40 one sample for every 1,000 tons produced and not less than ten samples per project.  
41 The asphalt content and gradation test data shall be reported to the Contracting Agency  
42 when submitting the mix design for approval on the QPL. The Contractor shall include  
43 the RAP as part of the mix design as defined in these Specifications.

44  
45 The grade of asphalt binder shall be as required by the Contract. Blending of asphalt  
46 binder from different sources is not permitted.

47

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

5

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

9

10 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

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

13

14 **5-04.2(1)A Vacant**

15

16 **5-04.2(2) Mix Design – Obtaining Project Approval**

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

18

19 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA  
20 in the contract documents.

21

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

29

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

33

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

41

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

47

48 Mix designs for HMA accepted by Nonstatistical evaluation shall;

49

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

- 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.

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

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

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

**5-04.3 Construction Requirements**

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

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

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

**Minimum Surface Temperature for Paving**

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F

0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

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

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

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

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

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

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

**5-04.3(3) Equipment**

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

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

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

- 1 instrument placed at the discharge chute of the drier to automatically register or  
2 indicate the temperature of the heated aggregates. This device shall be in full  
3 view of the plant operator.
- 4 **3. Heating of Asphalt Binder** – The temperature of the asphalt binder shall not  
5 exceed the maximum recommended by the asphalt binder manufacturer nor shall  
6 it be below the minimum temperature required to maintain the asphalt binder in a  
7 homogeneous state. The asphalt binder shall be heated in a manner that will  
8 avoid local variations in heating. The heating method shall provide a continuous  
9 supply of asphalt binder to the mixer at a uniform average temperature with no  
10 individual variations exceeding 25°F. Also, when a WMA additive is included in  
11 the asphalt binder, the temperature of the asphalt binder shall not exceed the  
12 maximum recommended by the manufacturer of the WMA additive.
- 13 **4. Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped  
14 with a mechanical sampler for the sampling of the mineral materials. The  
15 mechanical sampler shall meet the requirements of Section 1-05.6 for the  
16 crushing and screening operation. The Contractor shall provide for the setup and  
17 operation of the field testing facilities of the Contracting Agency as provided for in  
18 Section 3-01.2(2).
- 19 **5. Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the  
20 following methods:
- 21 a. A mechanical sampling device attached to the HMA plant.
  - 22 b. Platforms or devices to enable sampling from the hauling vehicle without  
23 entering the hauling vehicle.

24  
25 **5-04.3(3)B Hauling Equipment**

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

32  
33 The contractor shall provide an environmentally benign means to prevent the HMA  
34 mixture from adhering to the hauling equipment. Excess release agent shall be drained  
35 prior to filling hauling equipment with HMA. Petroleum derivatives or other coating  
36 material that contaminate or alter the characteristics of the HMA shall not be used. For  
37 live bed trucks, the conveyer shall be in operation during the process of applying the  
38 release agent.

39  
40 **5-04.3(3)C Pavers**

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

44  
45 The HMA paver shall be in good condition and shall have the most current equipment  
46 available from the manufacturer for the prevention of segregation of the HMA mixture  
47 installed, in good condition, and in working order. The equipment certification shall list  
48 the make, model, and year of the paver and any equipment that has been retrofitted.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

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

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

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

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

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

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

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

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

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.

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

7

8 To be approved for use, an MTD:

9

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

16

17

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

18

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

28

29

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

30

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

33

34

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

37

38

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

42

43

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an

44

45

46

47

1 appropriate class of HMA. The surface of the patched area shall be leveled and  
2 compacted thoroughly. Prior to the application of tack coat, or paving, the condition of  
3 the surface shall be approved by the Engineer.  
4

5 A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA  
6 is to be placed or abutted; except that tack coat may be omitted from clean, newly paved  
7 surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover  
8 the existing pavement with a thin film of residual asphalt free of streaks and bare spots at  
9 a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of  
10 application shall be approved by the Engineer. A heavy application of tack coat shall be  
11 applied to all joints. For Roadways open to traffic, the application of tack coat shall be  
12 limited to surfaces that will be paved during the same working shift. The spreading  
13 equipment shall be equipped with a thermometer to indicate the temperature of the tack  
14 coat material.  
15

16 Equipment shall not operate on tacked surfaces until the tack has broken and cured. If  
17 the Contractor's operation damages the tack coat it shall be repaired prior to placement  
18 of the HMA.  
19

20 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h  
21 emulsified asphalt may be diluted once with water at a rate not to exceed one part water  
22 to one part emulsified asphalt. The tack coat shall have sufficient temperature such that  
23 it may be applied uniformly at the specified rate of application and shall not exceed the  
24 maximum temperature recommended by the emulsified asphalt manufacturer.  
25

## 26 **5-04.3(4)A Crack Sealing**

27

### 28 **5-04.3(4)A1 General**

29 When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width  
30 and greater.  
31

32 **Cleaning:** Ensure that cracks are thoroughly clean, dry and free of all loose and foreign  
33 material when filling with crack sealant material. Use a hot compressed air lance to dry  
34 and warm the pavement surfaces within the crack immediately prior to filling a crack with  
35 the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing  
36 cracks is not required.  
37

38 **Sand Slurry:** For cracks that are to be filled with sand slurry, thoroughly mix the  
39 components and pour the mixture into the cracks until full. Add additional CSS-1 cationic  
40 emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will  
41 completely fill the cracks. Strike off the sand slurry flush with the existing pavement  
42 surface and allow the mixture to cure. Top off cracks that were not completely filled with  
43 additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.  
44

45 The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt,  
46 approximately 2 percent portland cement, water (if required), and the remainder clean  
47 Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly  
48 mixed and then poured into the cracks and joints until full. The following day, any cracks



1 or joints that are not completely filled shall be topped off with additional sand slurry. After  
2 the sand slurry is placed, the filler shall be struck off flush with the existing pavement  
3 surface and allowed to cure. The HMA overlay shall not be placed until the slurry has  
4 fully cured. The requirements of Section 1-06 will not apply to the portland cement and  
5 sand used in the sand slurry.

6  
7 In areas where HMA will be placed, use sand slurry to fill the cracks.

8  
9 In areas where HMA will not be placed, fill the cracks as follows:

- 10  
11 1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.  
12 2. Cracks greater than 1 inch in width – fill with sand slurry.

13  
14 **Hot Poured Sealant:** For cracks that are to be filled with hot poured sealant, apply the  
15 material in accordance with these requirements and the manufacturer’s  
16 recommendations. Furnish a Type 1 Working Drawing of the manufacturer’s product  
17 information and recommendations to the Engineer prior to the start of work, including the  
18 manufacturer’s recommended heating time and temperatures, allowable storage time  
19 and temperatures after initial heating, allowable reheating criteria, and application  
20 temperature range. Confine hot poured sealant material within the crack. Clean any  
21 overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the  
22 Contractor’s method of sealing the cracks with hot poured sealant results in an excessive  
23 amount of material on the pavement surface, stop and correct the operation to eliminate  
24 the excess material.

25  
26 **5-04.3(4)A2 Crack Sealing Areas Prior to Paving**

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

28  
29 **5-04.3(4)A3 Crack Sealing Areas Not to be Paved**

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

- 31  
32 A. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.  
33 B. Cracks greater than 1 inch in width – fill with sand slurry.

34  
35 **5-04.3(4)B Vacant**

36  
37 **5-04.3(4)C Pavement Repair**

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

47

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

8  
9 Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy  
10 application of tack coat shall be applied to all surfaces of existing pavement in the  
11 pavement repair area.

12  
13 Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot  
14 compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished  
15 with the approval of the Engineer. Each lift shall be thoroughly compacted by a  
16 mechanical tamper or a roller.

17

18 **5-04.3(5) Producing/Stockpiling Aggregates and RAP**

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

24

25 **5-04.3(5)A Vacant**

26

27 **5-04.3(6) Mixing**

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

32

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

41

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

1 of the storage facility, except as the storage facility is being emptied at the end of the  
2 working shift.

3  
4 Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior  
5 to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is  
6 evidence of the recycled asphalt pavement not breaking down during the heating and  
7 mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until  
8 changes have been approved by the Engineer. After the required amount of mineral  
9 materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into  
10 the mixer the HMA shall be mixed until complete and uniform coating of the particles and  
11 thorough distribution of the asphalt binder throughout the mineral materials, and RAP is  
12 ensured.

13  
14 **5-04.3(7) Spreading and Finishing**

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

19

20 HMA Class 1"	0.35 feet
21 HMA Class 3/4" and HMA Class 1/2"	
22 wearing course	0.30 feet
23 other courses	0.35 feet
24 HMA Class 3/8"	0.15 feet

25  
26 On areas where irregularities or unavoidable obstacles make the use of mechanical  
27 spreading and finishing equipment impractical, the paving may be done with other  
28 equipment or by hand.

29  
30 When more than one JMF is being utilized to produce HMA, the material produced for  
31 each JMF shall be placed by separate spreading and compacting equipment. The  
32 intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA  
33 placed during a work shift shall conform to a single JMF established for the class of HMA  
34 specified unless there is a need to make an adjustment in the JMF.

35  
36 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**

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

41  
42 **5-04.3(9) HMA Mixture Acceptance**

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

44  
45 Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial  
46 Evaluation is specified.

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

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

**HMA Tolerances and Adjustments**

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

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

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

For Aggregates in the mixture:

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

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

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

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

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

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

1       **5-04.3(9)A Vacant**

2

3       **5-04.3(9)B Vacant**

4

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

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

8

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

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

15

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

23

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

26

27       **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

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

33

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

36

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

41

- 42       • If the test results are found to be within specification requirements, additional  
43       testing will be at the Engineer's discretion.
- 44       • If test results are found not to be within specification requirements, additional  
45       testing of the remaining samples to determine a Composite Pay Factor (CPF) shall  
46       be performed.

47

1 **5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing**

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

4

5 Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T  
6 308.

7

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

9

10 **5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors**

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

14

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

15

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

25

26 **5-04.3(9)C5 Vacant**

27

28 **5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments**

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

34

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

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

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

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

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

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

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

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

4  
5 If the Contracting Agency uses a nuclear density gauge to determine density the test  
6 procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the  
7 mix is placed and prior to opening to traffic.

8  
9 Roadway cores for density may be obtained by either the Contracting Agency or the  
10 Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches  
11 minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by  
12 the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

13  
14 If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the  
15 Contractor in the presence of the Engineer on the same day the mix is placed and at  
16 locations designated by the Engineer. If the Contract does not include the Bid item  
17 "Roadway Core" the Contracting Agency will obtain the cores.

18  
19 For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's  
20 request after the Engineer is satisfied that material conforming to the Specifications can  
21 be produced.

22  
23 HMA mixture accepted by commercial evaluation and HMA constructed under conditions  
24 other than those listed above shall be compacted on the basis of a test point evaluation  
25 of the compaction train. The test point evaluation shall be performed in accordance with  
26 instructions from the Engineer. The number of passes with an approved compaction  
27 train, required to attain the maximum test point density, shall be used on all subsequent  
28 paving.

29  
30 HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling  
31 wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved  
32 by the Engineer.

33  
34 **Test Results**

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

42  
43 When cores are taken by the Contracting Agency at the request of the Contractor, they  
44 shall be requested by noon of the next workday after the test results for the subplot have  
45 been provided or made available to the Contractor. Core locations shall be outside of  
46 wheel paths and as determined by the Engineer. Traffic control shall be provided by the  
47 Contractor as requested by the Engineer. Failure by the Contractor to provide the  
48 requested traffic control will result in forfeiture of the request for cores. When the CPF for



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

5

6 **5-04.3(10)A HMA Compaction – General Compaction Requirements**

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

13

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

20

21 **5-04.3(10)B HMA Compaction – Cyclic Density**

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

28

29 **5-04.3(10)C Vacant**

30

31 **5-04.3(10)D HMA Nonstatistical Compaction**

32

33 **5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots**

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

37

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

44

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

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

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

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

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

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

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

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

**5-04.3(11) Reject Work**

**5-04.3(11)A Reject Work General**

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

**5-04.3(11)B Rejection by Contractor**

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

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

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

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

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

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

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

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

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

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

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

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

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

2

3 **5-04.3(12) Joints**

4

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

6

7 **5-04.3(12)A1 Transverse Joints**

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

15

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

22

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

25

26 **5-04.3(12)A2 Longitudinal Joints**

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

36

37 **5-04.3(12)B Bridge Paving Joint Seals**

38

39 **5-04.3(12)B1 HMA Sawcut and Seal**

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

45

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

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

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

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

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

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

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

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

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

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

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

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

1 Utility appurtenance adjustment discussions will be included in the Pre-Paving planning  
2 (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior  
3 to the start of paving.  
4

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

6 The planning plan must be approved by the Engineer and a pre planning meeting must  
7 be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on  
8 planning submittals.  
9

10 Locations of existing surfacing to be planed are as shown in the Drawings.  
11

12 Where planing an existing pavement is specified in the Contract, the Contractor must  
13 remove existing surfacing material and to reshape the surface to remove irregularities.  
14 The finished product must be a prepared surface acceptable for receiving an HMA  
15 overlay.  
16

17 Use the cold milling method for planing unless otherwise specified in the Contract. Do  
18 not use the planer on the final wearing course of new HMA.  
19

20 Conduct planing operations in a manner that does not tear, break, burn, or otherwise  
21 damage the surface which is to remain. The finished planed surface must be slightly  
22 grooved or roughened and must be free from gouges, deep grooves, ridges, or other  
23 imperfections. The Contractor must repair any damage to the surface by the Contractor's  
24 planing equipment, using an Engineer approved method.  
25

26 Repair or replace any metal castings and other surface improvements damaged by  
27 planing, as determined by the Engineer.  
28

29 A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a  
30 minimum of 4 inches of curb reveal after placement and compaction of the final wearing  
31 course. The dimensions of the wedge must be as shown on the Drawings or as specified  
32 by the Engineer.  
33

34 A tapered wedge cut must also be made at transitions to adjoining pavement surfaces  
35 (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line  
36 with vertical faces 2 inches or more in height, producing a smooth transition to the  
37 existing adjoining pavement.  
38

39 After planing is complete, planed surfaces must be swept, cleaned, and if required by the  
40 Contract, patched and preleveled.  
41

42 The Engineer may direct additional depth planing. Before performing this additional  
43 depth planing, the Contractor must conduct a hidden metal in pavement detection survey  
44 as specified in Section 5-04.3(14)A.  
45

46 **5-04.3(14)A Pre-Planing Metal Detection Check**

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

4  
5 Should such metal be identified, promptly notify the Engineer.

6  
7 See Section 1-07.16(1) regarding the protection of survey monumentation that may be  
8 hidden in pavement.

9  
10 The Contractor is solely responsible for any damage to equipment resulting from the  
11 Contractor's failure to conduct a pre-planing metal detection survey, or from the  
12 Contractor's failure to notify the Engineer of any hidden metal that is detected.

13  
14 **5-04.3(14)B Paving and Planing Under Traffic**

15  
16 **5-04.3(14)B1 General**

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

20  
21 1. Intersections:

22 a. Keep intersections open to traffic at all times, except when paving or planing  
23 operations through an intersection requires closure. Such closure must be kept  
24 to the minimum time required to place and compact the HMA mixture, or plane  
25 as appropriate. For paving, schedule such closure to individual lanes or portions  
26 thereof that allows the traffic volumes and schedule of traffic volumes required in  
27 the approved traffic control plan. Schedule work so that adjacent intersections  
28 are not impacted at the same time and comply with the traffic control restrictions  
29 required by the Traffic Engineer. Each individual intersection closure or partial  
30 closure, must be addressed in the traffic control plan, which must be submitted  
31 to and accepted by the Engineer, see Section 1-10.2(2).

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

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

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

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

46 2. Temporary centerline marking, post-paving temporary marking, temporary stop  
47 bars, and maintaining temporary pavement marking must comply with Section  
48 8-23.

1 3. Permanent pavement marking must comply with Section 8-22.

2  
3 **5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**

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

13  
14 The planing operation and the paving operation include, but are not limited to, metal  
15 detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying,  
16 staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at  
17 the briefing.

18  
19 When intersections will be partially or totally blocked, provide adequately sized and  
20 noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in  
21 advance. The traffic control plan must show where police officers will be stationed when  
22 signalization is or may be, countermanded, and show areas where flaggers are  
23 proposed.

24  
25 At a minimum, the planing and the paving plan must include:

- 26  
27 1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each  
28 day's traffic control as it relates to the specific requirements of that day's planing  
29 and paving. Briefly describe the sequencing of traffic control consistent with the  
30 proposed planing and paving sequence, and scheduling of placement of  
31 temporary pavement markings and channelizing devices after each day's planing,  
32 and paving.
- 33 2. A copy of each intersection's traffic control plan.
- 34 3. Haul routes from Supplier facilities, and locations of temporary parking and  
35 staging areas, including return routes. Describe the complete round trip as it  
36 relates to the sequencing of paving operations.
- 37 4. Names and locations of HMA Supplier facilities to be used.
- 38 5. List of all equipment to be used for paving.
- 39 6. List of personnel and associated job classification assigned to each piece of  
40 paving equipment.
- 41 7. Description (geometric or narrative) of the scheduled sequence of planing and of  
42 paving, and intended area of planing and of paving for each day's work, must  
43 include the directions of proposed planing and of proposed paving, sequence of  
44 adjacent lane paving, sequence of skipped lane paving, intersection planing and  
45 paving scheduling and sequencing, and proposed notifications and coordinations  
46 to be timely made. The plan must show HMA joints relative to the final pavement  
47 marking lane lines.



- 1 8. Names, job titles, and contact information for field, office, and plant supervisory
- 2 personnel.
- 3 9. A copy of the approved Mix Designs.
- 4 10. Tonnage of HMA to be placed each day.
- 5 11. Approximate times and days for starting and ending daily operations.
- 6

### 7 **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

8 At least 2 Working Days before the first paving operation and the first planing operation,  
9 or as scheduled by the Engineer for future paving and planing operations to ensure the  
10 Contractor has adequately prepared for notifying and coordinating as required in the  
11 Contract, the Contractor must be prepared to discuss that day's operations as they relate  
12 to other entities and to public safety and convenience, including driveway and business  
13 access, garbage truck operations, Metro transit operations and working around  
14 energized overhead wires, school and nursing home and hospital and other accesses,  
15 other contractors who may be operating in the area, pedestrian and bicycle traffic, and  
16 emergency services. The Contractor, and Subcontractors that may be part of that day's  
17 operations, must meet with the Engineer and discuss the proposed operation as it  
18 relates to the submitted planing plan and paving plan, approved traffic control plan, and  
19 public convenience and safety. Such discussion includes, but is not limited to:

20

- 21 1. General for both Paving Plan and for Planing Plan:
  - 22 a. The actual times of starting and ending daily operations.
  - 23 b. In intersections, how to break up the intersection, and address traffic control
  - 24 and signalization for that operation, including use of peace officers.
  - 25 c. The sequencing and scheduling of paving operations and of planing operations,
  - 26 as applicable, as it relates to traffic control, to public convenience and safety,
  - 27 and to other contractors who may operate in the Project Site.
  - 28 d. Notifications required of Contractor activities, and coordinating with other
  - 29 entities and the public as necessary.
  - 30 e. Description of the sequencing of installation and types of temporary pavement
  - 31 markings as it relates to planning and to paving.
  - 32 f. Description of the sequencing of installation of, and the removal of, temporary
  - 33 pavement patch material around exposed castings and as may be needed
  - 34 g. Description of procedures and equipment to identify hidden metal in the
  - 35 pavement, such as survey monumentation, monitoring wells, street car rail, and
  - 36 castings, before planning, see Section 5-04.3(14)B2.
  - 37 h. Description of how flaggers will be coordinated with the planing, paving, and
  - 38 related operations.
  - 39 i. Description of sequencing of traffic controls for the process of rigid pavement
  - 40 base repairs.
  - 41 j. Other items the Engineer deems necessary to address.
- 42 2. Paving – additional topics:
  - 43 a. When to start applying tack and coordinating with paving.
  - 44 b. Types of equipment and numbers of each type equipment to be used. If more
  - 45 pieces of equipment than personnel are proposed, describe the sequencing of
  - 46 the personnel operating the types of equipment. Discuss the continuance of

- 1 operator personnel for each type equipment as it relates to meeting  
2 Specification requirements.
- 3 c. Number of JMFs to be placed, and if more than one JMF how the Contractor  
4 will ensure different JMFs are distinguished, how pavers and MTVs are  
5 distinguished if more than one JMF is being placed at the time, and how  
6 pavers and MTVs are cleaned so that one JMF does not adversely influence  
7 the other JMF.
- 8 d. Description of contingency plans for that day's operations such as equipment  
9 breakdown, rain out, and Supplier shutdown of operations.
- 10 e. Number of sublots to be placed, sequencing of density testing, and other  
11 sampling and testing.

12

13 **5-04.3(15) Sealing Pavement Surfaces**

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

17

18 **5-04.3(16) HMA Road Approaches**

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

21

22 **5-04.4 Measurement**

23 HMA Cl. \_\_\_ PG \_\_\_, HMA for \_\_\_ Cl. \_\_\_ PG \_\_\_, and Commercial HMA will  
24 be measured by the ton in accordance with Section 1-09.2, with no deduction being  
25 made for the weight of asphalt binder, mineral filler, or any other component of the  
26 mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-  
27 04.3(11), the material removed will not be measured.

28

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

30

31 Preparation of untreated roadway will be measured by the mile once along the centerline  
32 of the main line Roadway. No additional measurement will be made for ramps, Auxiliary  
33 Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest  
34 0.01 mile.

35

36 Soil residual herbicide will be measured by the mile for the stated width to the nearest  
37 0.01 mile or by the square yard, whichever is designated in the Proposal.

38

39 Pavement repair excavation will be measured by the square yard of surface marked prior  
40 to excavation.

41

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

43

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

46

1 Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.  
2  
3 Longitudinal joint seals between the HMA and cement concrete pavement will be  
4 measured by the linear foot along the line and slope of the completed joint seal.  
5  
6 Planing bituminous pavement will be measured by the square yard.  
7  
8 Temporary pavement marking will be measured by the linear foot as provided in Section  
9 8-23.4.  
10  
11 Water will be measured by the M gallon as provided in Section 2-07.4.

12  
13 **5-04.5 Payment**

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

16  
17 "HMA Cl. \_\_\_ PG \_\_\_", per ton.

18  
19 "HMA for Approach Cl. \_\_\_ PG \_\_\_", per ton.

20  
21 "HMA for Preleveling Cl. \_\_\_ PG \_\_\_", per ton.

22  
23 "HMA for Pavement Repair Cl. \_\_\_ PG \_\_\_", per ton.

24  
25 "Commercial HMA", per ton.

26  
27 The unit Contract price per ton for "HMA Cl. \_\_\_ PG \_\_\_", "HMA for Approach Cl. \_\_\_  
28 PG \_\_\_", "HMA for Preleveling Cl. \_\_\_ PG \_\_\_", "HMA for Pavement Repair Cl. \_\_\_ PG  
29 \_\_\_", and "Commercial HMA" shall be full compensation for all costs, including anti-  
30 stripping additive, incurred to carry out the requirements of Section 5-04 except for those  
31 costs included in other items which are included in this Subsection and which are  
32 included in the Proposal.

33  
34 "Preparation of Untreated Roadway", per mile.

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

43  
44 "Preparation of Existing Paved Surfaces", per mile.

45

1 The unit Contract Price for "Preparation of Existing Paved Surfaces" shall be full pay for  
2 all Work described under Section 5-04.3(4) with the exception, however, that all costs  
3 involved in patching the Roadway prior to placement of HMA shall be included in the unit  
4 Contract price per ton for "HMA Cl. \_\_\_\_ PG \_\_\_\_" which was used for patching. If the  
5 Proposal does not include a Bid item for "Preparation of Untreated Roadway", the  
6 Roadway shall be prepared as specified, but the Work shall be included in the Contract  
7 prices of the other items of Work.  
8  
9 "Crack Sealing", by force account.  
10  
11 "Crack Sealing" will be paid for by force account as specified in Section 1-09.6. For the  
12 purpose of providing a common Proposal for all Bidders, the Contracting Agency has  
13 entered an amount in the Proposal to become a part of the total Bid by the Contractor.  
14  
15 "Pavement Repair Excavation Incl. Haul", per square yard.  
16  
17 The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul"  
18 shall be full payment for all costs incurred to perform the Work described in Section 5-  
19 04.3(4) with the exception, however, that all costs involved in the placement of HMA  
20 shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. \_\_\_\_  
21 PG \_\_\_\_", per ton.  
22  
23 "Asphalt for Prime Coat", per ton.  
24  
25 The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all  
26 costs incurred to obtain, provide and install the material in accordance with Section 5-  
27 04.3(4).  
28  
29 "Prime Coat Agg.", per cubic yard, or per ton.  
30  
31 The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay  
32 for furnishing, loading, and hauling aggregate to the place of deposit and spreading the  
33 aggregate in the quantities required by the Engineer.  
34  
35 "Asphalt for Fog Seal", per ton.  
36  
37 Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.  
38  
39 "Longitudinal Joint Seal", per linear foot.  
40  
41 The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment  
42 for all costs incurred to perform the Work described in Section 5-04.3(12).  
43  
44 "Planing Bituminous Pavement", per square yard.  
45

1 The unit Contract price per square yard for “Planing Bituminous Pavement” shall be full  
2 payment for all costs incurred to perform the Work described in Section 5-04.3(14).  
3  
4 “Temporary Pavement Marking”, per linear foot.  
5  
6 Payment for “Temporary Pavement Marking” is described in Section 8-23.5.  
7  
8 “Water”, per M gallon.  
9  
10 Payment for “Water” is described in Section 2-07.5.  
11  
12 “Job Mix Compliance Price Adjustment”, by calculation.  
13  
14 “Job Mix Compliance Price Adjustment” will be calculated and paid for as described in  
15 Section 5-04.3(9)C6.  
16  
17 “Compaction Price Adjustment”, by calculation.  
18  
19 “Compaction Price Adjustment” will be calculated and paid for as described in Section 5-  
20 04..3(10)D3.  
21  
22 “Roadway Core”, per each.  
23  
24 The Contractor’s costs for all other Work associated with the coring (e.g., traffic control)  
25 shall be incidental and included within the unit Bid price per each and no additional  
26 payments will be made.  
27  
28 “Cyclic Density Price Adjustment”, by calculation.  
29  
30 “Cyclic Density Price Adjustment” will be calculated and paid for as described in Section  
31 5-04.3(10)B.  
32  
33 **7-15.5 Payment**  
34 **(\*\*\*\*\*)**  
35 Section 7-15.5 is revised to read:  
36  
37 Payment will be made for the following Bid item when it is included in the Proposal:  
38  
39 “Service Connection \_\_\_\_ In. Diam.”, per each.  
40 The unit Contract price per each for “Service Connection \_\_\_\_ In. Diam.” shall be full pay  
41 for all Work to furnish and install the service connection, including but not limited to,  
42 potholing, excavating, tapping the main, laying and jointing the pipe and fittings and  
43 appurtenances, backfilling, testing, flushing, disinfection of the service connections, and  
44 all costs for water meter boxes, pipe, fittings, and appurtenances.  
45

1 **Division 8**  
2 **Miscellaneous Construction**

3  
4 **Erosion Control and Water Pollution Control**

5  
6 **Construction Requirements**

7  
8 **Erosion and Sediment Control (ESC) Lead**

9  
10 Item number 3 and 4 in the second paragraph of Section 8-01.3(1)B are revised to  
11 read:

12  
13 (October 3, 2022)

14 3. Submit to the Engineer no later than the end of the next working day  
15 following the inspection a TESC Inspection Report that includes:

- 16  
17 a. When, where, and how BMPs were installed, maintained, modified, and  
18 removed.  
19  
20 b. Observations of BMP effectiveness and proper placement.  
21  
22 c. Recommendations for improving future BMP performance with  
23 upgraded or replacement BMPs when inspections reveal TESC BMP  
24 deficiencies.  
25  
26 d. Identify for each discharge point location whether there is compliance  
27 with state water quality standards in WAC 173-201A for turbidity and  
28 pH.  
29

30 **Roadside Restoration**

31  
32 **Materials**

33  
34 ***Erosion Control and Roadside Planting***

35  
36 **Topsoil**

37  
38 **Topsoil Type A**

39 Section 9-14.2(1) is supplemented with the following:

40  
41 (February 25, 2021)

42 Topsoil Type A shall meet the following requirements:

- 43  
44 1. Cation exchange capacity (CEC) of Topsoil Type A shall be a  
45 minimum of 5 milliequivalents CEC/100 g dry soil (U.S. EPA  
46 Method 9081).  
47  
48 2. Organic content greater than 8-percent but less than 15-percent  
49 as measured on a dry weight basis using AASHTO T 267  
50 Determination of Organic Content in Soils by Loss on Ignition.  
51

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52

Topsoil Type A shall be 60-percent to 70-percent \*\*\* sandy \*\*\* Loam and 40-percent to 30-percent \*\*\* coarse \*\*\* Compost by volume. \*\*\* Sandy \*\*\* Loam shall be as defined by the US Department of Agriculture Soil Classification System.

The Contractor shall submit a Particle Size Analysis as a Type 1 Working Drawing from an independent accredited soils testing laboratory indicating the Material source and compliance with all Topsoil Type A specifications. The laboratory analysis shall be with a sample size of no less than 2 pounds.

The \*\*\* coarse \*\*\* Compost shall conform to the requirements of Section 9-14.5(8).

**Construction Requirements**

Section 8-02.3 is supplemented with the following:

(\*\*\*\*\*)

***Landscape Restoration***

Existing landscaping shall be restored in-kind at all disturbed locations outside of hardscaped areas, to the satisfaction of the Engineer. Alternatively, the Engineer may require locations to be restored in-kind be backfilled with topsoil type A, and seeded and fertilized by hand, as determined in the field.

It shall be the Contractor's responsibility to restore the pavement edge in the same location.

***Topsoil***

**Topsoil Type A**

Section 8-02.3(4)A is supplemented with the following:

(August 3, 2015)

Topsoil Type A shall be placed to a non-compacted depth of \*\*\* 6 \*\*\* inches. The topsoil shall be thoroughly blended prior to placement.

The Contractor shall submit a Type 1 Working Drawing consisting of independent test results from an accredited laboratory demonstrating the Topsoil Type A meets the requirements of Section 9-14.1(1). The Type 1 Working Drawing shall also include the Request for Approval of Material in accordance with Section 1-06.1(2).

***Mulch and Amendments***

**Fertilizers**

Section 8-02.3(6)B is supplemented with the following:

(September 3, 2019)

1 Fertilizer shall be a commercially prepared mix of 10-20-20 and shall be applied  
2 at the rate of 10 pounds per 1000 square feet.

3  
4 **Seeding, Fertilizing, and Mulching**

5  
6 **Seeding and Fertilizing**

7  
8 Section 8-02.3(9)B is supplemented with the following:

9  
10 (September 3, 2019)  
11 Grass seed shall be a commercially prepared mix, made up of low growing  
12 species which will grow without irrigation at the project location, and accepted  
13 by the Engineer. The application rate shall be two pounds per 1000 square feet.

14  
15 **Payment**

16  
17 Section 8-02.5 is supplemented with the following:

18  
19 (\*\*\*\*\*)  
20 "Landscape Restoration", per lump sum.  
21 The lump sum Contract price for "Landscaping and Landscape Restoration" shall be full  
22 pay for the restoration of existing landscaping, including vegetation, planting, excavation,  
23 backfilling, topsoil, bark, mulch, and seeding and fertilizing by hand. All additional  
24 materials and labor, not shown in the Plans or called for herein and which are required to  
25 complete the landscape restoration, shall be included in the lump sum Contract price.

26  
27  
28 **9-30.1(1) Ductile Iron Pipe**

29  
30 (\*\*\*\*\*)  
31 Paragraph one is revised to read:

- 32  
33 1. Ductile iron pipe shall be thickness Class 52 and shall conform to standards of ANSI  
34 Standard A21.51 (AWWA C-151). All pipe shall be restrained joint pipe and shall be  
35 ductile iron manufactured in accordance with requirements of ANSI A21.51 (AWWA  
36 C-151). Push on joints or mechanical joints shall be in accordance with ANSI 21.11  
37 (AWWA C-111). Pipe shall be Tyton Joint Pipe or approved equal. Gaskets shall be  
38 Field Lok or approved equal. Pipe thickness shall be designed in accordance with  
39 ANSI A21.50 (AWWA C-150). Standard thickness cement-mortar lining shall be in  
40 accordance with ANSI A21.4 (AWWA C-104). Where Mega-Lug joints are required,  
41 they shall be Mega-Lug Series 1100, as manufactured by EBAA Iron, or approved  
42 equal. Mega-Lugs shall be used on all mechanical joints. When requested, furnish  
43 certification from manufacturer of pipe and gasket being supplied that all of the  
44 specified inspections and tests have been made and the results comply with  
45 requirements of this standard.

46  
47 Paragraph three shall be deleted.

48  
49 **9-30.2(1) Ductile Iron Pipe**

50  
51 (\*\*\*\*\*)  
52 Paragraph one is revised to read:



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

All fittings shall be ductile iron where possible. Steel fittings will not be accepted. Ductile iron fittings shall be short body, cement lined, and have a minimum working pressure of 250 psi. Metal thickness and manufacturing processes shall conform to applicable portions of ANSI Standards A21.20, A21.11, B16.2, and B16.4. Standard cement lining shall be in accordance with ANSI Standard A21.4 (AWWA C-104). Mechanical joint (MJ), ductile iron, compact fittings 3 inches through 24 inches shall be in accordance with AWWA C-153.

Ductile iron flange (FL) fittings shall be in accordance with AWWA C-110, with bolt pattern to match adjacent pipe and 250 psi pressure rating. Gasket material for flanges shall be neoprene, bunan, chlorinated butyl, or cloth inserted rubber. Gaskets shall be full face ring type.

**9-30.3(1) Gate Valves (3 to 16 inches)**

(\*\*\*\*\*)

Section 9-30.3(1) is revised to read:

All gate valves for water lines 2” and larger shall be of the resilient, wedge-type, non-rising stem and shall meet or exceed the performance requirements of AWWA C-509 and be suitable for installation with the type and class of pipe being installed. The wedge shall be fully encapsulated with vulcanized SBR rubber. Valves to be equipped with mechanical joints or flange ends of Class 125 in accordance with ANSI B16.1 unless otherwise specified. Valve opening direction shall be counter-clockwise. Provide fusion epoxy coating and 2-inch operating nut. Gate valves shall be Dresser, Kennedy, or approved equivalent.

**9-30.3(4) Valve Boxes**

(\*\*\*\*\*)

Section 9-30.3(4) is revised to read:

All valve boxes shall be two-piece cast iron, and equipped with a suitable extension for a 36-inch to 65-inch trench depth. Top sections and lids will be designed for installation in vehicular areas. Lids will be labeled “WATER”, and lid tabs will point in the direction of the water main. The valve boxes shall have a design loading meeting AASHTO H-20. All valves and valve boxes will be set plumb with the valve box centered on the valve. Valve box installation shall comply with City of Port Orchard Standard Detail 884.

**9-30.3(8) Tapping Sleeve and Valve Assembly**

(\*\*\*\*\*)

Section 9-30.3(8) is revised to read:

1 Provide restrained mechanical joint with flanged outlet tapping sleeve with a  
2 minimum 150 psi rating. The sleeve shall be grade 18-8 type 304 stainless steel and  
3 SBR rubber gasket, Romac Style SST, Ford Style FAST, or approved equal.  
4  
5 The valve shall be 200 psi pressure rated, resilient seated, non-rising stem, AWWA  
6 C-509, with flanged by mechanical joint connection. The valve shall have a cast or  
7 ductile iron body with AWWA C-550 epoxy coating. The valves shall be M&H style  
8 3751-NRS, or approved equal.  
9

10  
11 **9-30.5 Hydrants**

12  
13 (\*\*\*\*\*)

14 Section 9-30.5 is supplemented with the following:  
15

16 Fire hydrants shall conform to AWWA Standard C-502 for post-type, dry-barrel,  
17 selfdraining hydrants suitable for at least a 54-inch depth. Each hydrant shall have a  
18 six-inch inlet, a minimum valve opening of 5-1/4 inches, two 2-1/2 inch hose  
19 connections, and a 4- 1/2 inch pumper port with a 5 inch Storz pumper connection.  
20 All ports shall have National Standard Threads or other connection devices  
21 consistent with local fire protection authority requirements. All valves and caps shall  
22 open counterclockwise and have a 1-1/2-inch flat point pentagon operation and cap  
23 nuts. Hydrants shall be breakaway traffic models.  
24

25 The configuration of the fire hydrant assembly shall be as shown on Standard Detail  
26 881. The assembly shall have a cast iron tee (with mechanical joint connections to  
27 the main) a flanged tee, a six-inch flanged by mechanical joint gate valve with valve  
28 box, and a sixinch ductile iron pipe extension. All mechanical joints shall be secured  
29 with mega-lugs. Push on pipe joints shall be secured with field lock gaskets. Shackle  
30 rods to connect the hydrant to the auxiliary valve at the main are not permitted.  
31

32 Provide a minimum of seven cubic feet of washed gravel surrounding the 90-degree  
33 bend below the hydrant. Gravel shall be 1-1/2-inch minus and be retained on 1/4 inch  
34 mesh for drain.  
35

36 Hydrants added to existing systems will be installed by wet tap.  
37

38 The hydrant shall have at least an 18-inch clearance between the ground and the  
39 lower port, and a 36 inch unobstructed radius around it for operation of a hydrant  
40 wrench. The steamer/pumper port shall face the street or the most likely direction of  
41 emergency approach.  
42

43 Hydrants shall be coated with two coats of yellow Rustoleum paint or equal in  
44 accordance with coating manufacturer's recommendations.  
45

46 Fire hydrants shall be Clow Medallion, M&H 129S.  
47

48  
49 **9-30.6 Water Service Connections (2 Inches and Smaller)**

50  
51 (\*\*\*\*\*)

52 Section 9-30.6 is supplemented with the following:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

Water service installations shall comply with the City of Port Orchard Standard Detail 860 and 861. The location and type of corporation stop, meter setters, and locating wire on all individual services must be as indicated on Standard Details 860 and 861. In addition, if pressure reducing valves are required for individual service connections where static pressure at the meter exceeds 80 psi, they normally will be installed after the meter. Meter sets and yokes will be specified by the City.

**9-30.6(1) Saddles**

(\*\*\*\*\*)

Section 9-30.6(1) is revised to read:

Ductile iron body, stainless steel straps, nuts, and bolts, Buna N or SBR O-ring gasket, with iron pipe tap. Saddles 1½ inches and larger shall be double strap. Saddles shall be Romac 101S or 202S, Smith Blair 311, or approved equal.

**9-30.6(2) Corporation Stops**

(\*\*\*\*\*)

Section 9-30.6(2) is revised to read:

Corporation stops for one-inch to two-inch service saddles shall be bronze body, male iron pipe threaded inlet, pack joint (compression) outlet, Mueller H- 10013, Ford FB1100, or approved equivalent conforming to AWWA C800. Direct taps for services are not allowed.

**9-30.6(3) Service Pipes**

(\*\*\*\*\*)

Section 9-30.6(3) is supplemented with the following:

Polyethylene pipe for service connections shall conform to AWWA C-901, PE 3406, SDR 9, copper tubing size. Pipe shall have a cell classification meeting ASTM D3350 and a pressure rating of 160 psi. Joints shall be pack joint with stainless steel insert stiffener.

Sections 9-30.6(3)A, 9-30.6(3)B, and 9-30.6(3)C are deleted.

**9-30.6(5) Meter Setters**

(\*\*\*\*\*)

Section 9-30.6(5) is revised to read:

Meter sets shall be installed using a meter yoke equipped with a locking angle meter valve and an angle check valve. Meter yoke inlets and outlets shall have male iron pipe size threads.

1 Meter yoke assemblies shall be Mueller H-1434-2 or H-1422, Ford VH 72-12W with  
2 valve, or approved equal. If meters need to be raised, Mueller H-14118 Meter  
3 Relocater, or approved equivalent shall be used.  
4  
5

6 **9-30.6(7) Meter Boxes**  
7

8 (\*\*\*\*\*)

9 Section 9-30.6(7) is revised to read:  
10

11 Meter boxes shall be SIGMA-Raven HDPE Meter Box Model RMB 1324-SW or RMB  
12 1730-SW and HDPE Lid with touch-read, and meter reader door per standard detail,  
13 or approved equal. Individual pressure reducing valves are required where static  
14 water pressure exceeds 80 psi and shall be installed after the meter as directed by  
15 the City. Individual service pressure reducing valves shall be of bronze body  
16 construction with a renewable stainless steel seat, stainless steel integral strainer,  
17 and temperature resistant diaphragm. Pressure reducing valves 2-inches and smaller  
18 for individual water service lines shall be Wilkins 600 Series or equal.  
19  
20

21 **(September 30, 2022)**  
22 **Standard Plans**

23 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-  
24 01, effective September 30, 2022, is made a part of this contract.  
25

26 The Standard Plans are revised as follows:  
27

28 A-10.30

29 RISER RING detail (Including SECTION view and RISER RING DIMENSIONS table):  
30 The RISER RING detail is deleted from the plan.  
31

32 INSTALLATION detail, SECTION A: The "1/4" callout is revised to read "+/- 1/4" (SEE  
33 CONTRACT ~ Note: The + 1/4" installation is shown in the Section A view)"  
34

35 B-90.40

36 Valve Detail – DELETED  
37

38 C-8

39 DELETED  
40

41 C-8A

42 DELETED  
43

44 C-23.60

45 DELETED  
46

47 D-2.04

48 DELETED  
49

50 D-2.06

51 DELETED

1  
2 D-2.08  
3 DELETED  
4  
5 D-2.32  
6 DELETED  
7  
8 D-2.34  
9 DELETED  
10  
11 D-2.60  
12 DELETED  
13  
14 D-2.62  
15 DELETED  
16  
17 D-2.64  
18 DELETED  
19  
20 D-2.66  
21 DELETED  
22  
23 D-2.68  
24 DELETED  
25  
26 D-2.80  
27 DELETED  
28  
29 D-2.88  
30 DELETED  
31  
32 D-3.15  
33 DELETED  
34  
35 D-3.16  
36 DELETED  
37  
38 D-3.17  
39 DELETED  
40  
41 D-3.10  
42 Sheet 1, Typical Section, callout – “FOR WALLS WITH SINGLE SLOPE TRAFFIC  
43 BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-  
44 3.15” is revised to read; “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE  
45 CONTRACT PLANS”  
46 Sheet 1, Typical Section, callout – “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER.  
47 USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16” is revised  
48 to read; “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS”  
49  
50 D-3.11  
51 Sheet 1, Typical Section, callout – “B” BRIDGE APPROACH SLAB (SEE BRIDGE  
52 PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD

1 PLANS D-3.15 OR D-3.16” is revised to read; ”B” BRIDGE APPROACH SLAB OR  
2 MOMENT SLAB (SEE CONTRACT PLANS)  
3 Sheet 1, Typical Section, callout – “TYPICAL BARRIER ON BRIDGE APPROACH SLAB  
4 (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE  
5 STANDARD PLANS D-3.15 OR D-3.16” is revised to read; “TYPICAL BARRIER ON  
6 BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)  
7

8 D-10.10  
9 Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic  
10 barriers attached on top of the wall are considered non-standard and shall be designed  
11 in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions  
12 stated in the 11/3/15 Bridge Design memorandum.  
13

14 D-10.15  
15 Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic  
16 barriers attached on top of the wall are considered non-standard and shall be designed  
17 in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15  
18 Bridge Design memorandum.  
19

20 D-10.30  
21 Wall Type 5 may be used in all cases.  
22

23 D-10.35  
24 Wall Type 6 may be used in all cases.  
25

26 D-10.40  
27 Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic  
28 barriers attached on top of the wall are considered non-standard and shall be designed  
29 in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15  
30 Bridge Design memorandum.  
31

32 D-10.45  
33 Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic  
34 barriers attached on top of the wall are considered non-standard and shall be designed  
35 in accordance with the current WSDOT BDM and the revisions stated in the revisions  
36 stated in the 11/3/15 Bridge Design memorandum.  
37

38 D-15.10  
39 STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls”  
40 are withdrawn. Special designs in accordance with the current WSDOT BDM are required  
41 in place of these STD Plans.  
42

43 D-15.20  
44 STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls”  
45 are withdrawn. Special designs in accordance with the current WSDOT BDM are required  
46 in place of these STD Plans.  
47

48 D-15.30  
49 STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls”  
50 are withdrawn. Special designs in accordance with the current WSDOT BDM are required  
51 in place of these STD Plans.  
52

1 F-10.18  
2 Note 2, "Region Traffic engineer approval is needed to install a truck apron lower than 3".  
3 - DELETED  
4  
5 J-10.10  
6 Sheet 4 of 6, "Foundation Size Reference Table", PAD WIDTH column, Type 33xD=6' –  
7 3" is revised to read: 7' – 3". Type 342LX / NEMA P44=5' – 10" is revised to read: 6' – 10"  
8 Sheet 5 of 6, Plan View, "FOR EXAMPLE PAD SHOWN HERE:", "first bullet" item, "-  
9 SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6" (IN)" IS REVISED  
10 TO READ: "SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL  
11 STEEL) AND 33x CABINET IS 6" (IN) (CHANNEL STEEL ADDS ABOUT 5" (IN))"  
12  
13 J-10.16  
14 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14  
15  
16 J-10.17  
17 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14  
18  
19 J-10.18  
20 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14  
21  
22 J-20.10  
23 Elevation View, horizontal dimension to edge of sidewalk 10" (IN) OR LESS DESIRABLE  
24 ~ 18" (IN) MAXIMUM is revised to read: "10" (IN) MAXIMUM"  
25  
26 J-20.26  
27 Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton  
28 post."  
29  
30 J-20.16  
31 View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE  
32  
33 J-21.10  
34 Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS  
35 ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO  
36 READ: "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER  
37 ASSEMBLY"  
38 Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top  
39 of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from  
40 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find  
41 2 # 4 reinf. Bar.  
42 Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top  
43 of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from  
44 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find  
45 1 # 4 reinf. Bar.  
46 Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top  
47 of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from  
48 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find  
49 2 # 4 reinf. Bar.  
50 Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top  
51 of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from

1 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find  
2 1 # 4 reinf. Bar.  
3 Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping  
4 Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam.  
5 Torque Clamping Bolts (see Note 1)"  
6 Detail F, callout, "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is  
7 revised to read; "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"  
8  
9 J-21.15  
10 Partial View, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE  
11 NIPPLE ~ 1 1/2" (IN) DIAM.  
12  
13 J-21.16  
14 Detail A, callout, was - LOCKNIPPLE, is revised to read; CHASE NIPPLE  
15  
16 J-22.15  
17 Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"  
18 (2x) Detail A, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE  
19 NIPPLE ~ 1 1/2" (IN) DIAM.  
20  
21 J-40.10  
22 Sheet 2 of 2, Detail F, callout, "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 12" S. S.  
23 FLAT WASHER" is revised to read; "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 1/2"  
24 (IN) S. S. FLAT WASHER"  
25  
26 J-40.36  
27 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is  
28 revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and  
29 Pickled) for the cover."  
30  
31 J-40.37  
32 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is  
33 revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and  
34 Pickled) for the cover."  
35  
36 J-75.20  
37 Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel  
38 Bands", add the following to the end of the note: "Alternate: Stainless steel cable with  
39 stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel  
40 bands and associated hardware."  
41  
42 J-75.41  
43 DELETED  
44  
45 K-80.20  
46 DELETED  
47  
48 L-5.10  
49 Sheet 2, Typical Elevation, callout - "2' - 0" MIN. LAP SPLICE BETWEEN (mark) A #3  
50 BAR AND WALL REINFORCEMENT ~ TYPICAL" is revised to read: "2' - 0" MIN. LAP  
51 SPLICE BETWEEN (MARK) A #4 BAR AND WALL REINFORCEMENT ~ TYPICAL"



1 Section C, callout; “(mark) A #3” is revised to read: “(mark) A #4”, callout - “(mark) B #3”  
 2 is revised to read: “(mark) B #4”, callout - “(mark) C #3 TIE” is revised to read: “(mark) C  
 3 #4 TIE”  
 4 Reinforcing Steel Bending Diagram, (mark) B detail, callout – “128 deg.” is revised to  
 5 read: “123 deg.”, callout – “51 deg.” is revised to read: “57 deg.”  
 6  
 7 The following are the Standard Plan numbers applicable at the time this project was  
 8 advertised. The date shown with each plan number is the publication approval date  
 9 shown in the lower right-hand corner of that plan. Standard Plans showing different dates  
 10 shall not be used in this contract.  
 11

11 A-10.10-00.....8/7/07 A-30.35-00.....10/12/07 A-50.10-01.....8/17/21  
 A-10.20-00.....10/5/07 A-40.00-01.....7/6/22 A-50.40-01.....8/17/21  
 A-10.30-00.....10/5/07 A-40.10-04.....7/31/19 A-60.10-03.....12/23/14  
 A-20.10-00.....8/31/07 A-40.15-00.....8/11/09 A-60.20-03.....12/23/14  
 A-30.10-00.....11/8/07 A-40.20-04.....1/18/17 A-60.30-01.....6/28/18  
 A-30.30-01.....6/16/11 A-40.50-02.....12/23/14 A-60.40-00.....8/31/07

12 B-5.20-03.....9/9/20 B-30.50-03.....2/27/18 B-75.20-03.....8/17/21  
 B-5.40-02.....1/26/17 B-30.60-00.....9/9/20 B-75.50-02.....3/15/22  
 B-5.60-02.....1/26/17 B-30.70-04.....2/27/18 B-75.60-00.....6/8/06  
 B-10.20-02.....3/2/18 B-30.80-01.....2/27/18 B-80.20-00.....6/8/06  
 B-10.40-02.....8/17/21 B-30.90-02.....1/26/17 B-80.40-00.....6/1/06  
 B-10.70-02.....8/17/21 B-35.20-00.....6/8/06 B-85.10-01.....6/10/08  
 B-15.20-01.....2/7/12 B-35.40-00.....6/8/06 B-85.20-00.....6/1/06  
 B-15.40-01.....2/7/12 B-40.20-00.....6/1/06 B-85.30-00.....6/1/06  
 B-15.60-02.....1/26/17 B-40.40-02.....1/26/17 B-85.40-00.....6/8/06  
 B-20.20-02.....3/16/12 B-45.20-01.....7/11/17 B-85.50-01.....6/10/08  
 B-20.40-04.....2/27/18 B-45.40-01.....7/21/17 B-90.10-00.....6/8/06  
 B-20.60-03.....3/15/12 B-50.20-00.....6/1/06 B-90.20-00.....6/8/06  
 B-25.20-02.....2/27/18 B-55.20-03.....8/17/21 B-90.30-00.....6/8/06  
 B-25.60-02.....2/27/18 B-60.20-02.....9/9/20 B-90.40-01.....1/26/17  
 B-30.05-00.....9/9/20 B-60.40-01.....2/27/18 B-90.50-00.....6/8/06  
 B-30.10-03.....2/27/18 B-65.20-01.....4/26/12 B-95.20-02.....8/17/21  
 B-30.15-00.....2/27/18 B-65.40-00.....6/1/06 B-95.40-01.....6/28/18  
 B-30.20-04.....2/27/18 B-70.20-01.....3/15/22  
 B-30.30-03.....2/27/18 B-70.60-01.....1/26/17  
 B-30.40-03.....2/27/18

13 C-1.....9/8/22 C-22.40-09.....9/8/22 C-60.70-01.....9/8/22  
 C-1b.....9/8/22 C-22.45-06.....9/8/22 C-60.80-01.....9/8/22  
 C-1d.....10/31/03 C-23.70-00.....8/22/22 C-70.15-00.....8/17/21  
 C-2c.....8/12/19 C-24.10-03.....7/24/22 C-70.10-03.....8/20/21  
 C-4f.....8/12/19 C-24.15-00.....3/15/22 C-75.10-02.....9/16/20  
 C-6a.....9/8/22 C-25.20-07.....8/20/21 C-75.20-03.....8/20/21  
 C-7.....9/8/22 C-25.22-06.....8/20/21 C-75.30-03.....8/20/21  
 C-7a.....9/8/22 C-25.26-05.....8/20/21 C-80.10-02.....9/16/20  
 C-20.10-08.....9/8/22 C-25.30-01.....8/20/21 C-80.20-01.....6/11/14  
 C-20.14-05.....9/8/22 C-25.80-05.....8/12/19 C-80.30-02.....8/20/21  
 C-20.15-02.....6/11/14 C-60.10-02.....9/8/22 C-80.40-01.....6/11/14  
 C-20.18-04.....9/8/22 C-60.15-00.....8/17/21 C-85.10-00.....4/8/12  
 C-20.40-09.....9/8/22 C-60.20-01.....9/8/22 C-85.11-01.....9/16/20

	C-20.41-04.....8/22/22	C-60.30-01.....8/17/21	C-85.15-02.....8/27/21
	C-20.42-05.....7/14/15	C-60.40-00.....8/17/21	C-85-18-03.....9/8/22
	C-20.43-00.....8/22/22	C-60.45-00.....8/17/21	
	C-20.45.03.....9/8/22	C-60.50-00.....8/17/21	
1	C-22.16-07.....9/16/20	C-60.60-00.....8/17/21	
	D-2.36-03.....6/11/14	D-4.....12/11/98	D-10.35-00.....7/8/08
	D-2.46-02.....8/13/21	D-6.....6/19/98	D-10.40-01.....12/2/08
	D-2.84-00.....11/10/05	D-10.10-01.....12/2/08	D-10.45-01.....12/2/08
	D-2.92-01.....4/26/22	D-10.15-01.....12/2/08	
	D-3.09-00.....5/17/12	D-10.20-01.....8/7/19	
	D-3.10-01.....5/29/13	D-10.25-01.....8/7/19	
2	D-3.11-03.....6/11/14	D-10.30-00.....7/8/08	
	E-1.....2/21/07	E-4.....8/27/03	
	E-2.....5/29/98	E-4a.....8/27/03	
3			
	F-10.12-04.....9/24/20	F-10.62-02.....4/22/14	F-40.15-04.....9/25/20
	F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
	F-10.18-03.....3/28/22	F-30.10-04.....9/25/20	F-45.10-03.....8/13/21
	F-10.40-04.....9/24/20	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
	F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	
4			
	G-10.10-00.....9/20/07	G-26.10-00.....7/31/19	
	G-20.10-03.....8/20/21	G-30.10-04.....6/23/15	
	G-22.10-04.....6/28/18	G-50.10-03.....6/28/18	
	G-24.10-00.....11/8/07	G-90.10-03.....7/11/17	
	G-24.20-01.....2/7/12	G-90.20-05.....7/11/17	
	G-24.30-02.....6/28/18	G-90.30-04.....7/11/17	
	G-24.40-07.....6/28/18	G-95.10-02.....6/28/18	
	G-24.50-05.....8/7/19	G-95.20-03.....6/28/18	
	G-24.60-05.....6/28/18	G-95.30-03.....6/28/18	
5			
	H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-02.....8/17/21
	H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-02.....8/17/21
	H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	
6			
	I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
	I-30.10-02.....3/22/13	I-30.30-02.....6/12/19	I-50.20-02.....7/6/22
	I-30.15-02.....3/22/13	I-30.40-02.....6/12/19	I-60.10-01.....6/10/13
	I-30.16-01.....7/11/19	I-30.60-02.....6/12/19	I-60.20-01.....6/10/13
	I-30.17-01.....6/12/19	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16
7			
	J-05.50-00.....8/30/22	J-28.10-02.....8/7/19	J-50.25-00.....6/3/11
	J-10.....7/18/97	J-28.22-00.....8/07/07	J-50.30-00.....6/3/11
	J-10.10-04.....9/16/20	J-28.24-02.....9/16/20	J-60.05-01.....7/21/16
	J-10.12-00.....9/16/20	J-28.26-01.....12/02/08	J-60.11-00.....5/20/13
	J-10.14-00.....9/16/20	J-28.30-03.....6/11/14	J-60.12-00.....5/20/13
	J-10.15-01.....6/11/14	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
	J-10.16-02.....8/18/21	J-28.42-01.....6/11/14	J-60.14-01.....7/31/19
	J-10.17-02.....8/18/21	J-28.43-01.....6/28/18	J-75.10-02.....7/10/15

**SROUFE WATER MAIN REPLACEMENT**

	J-10.18-02.....8/18/21	J-28.45-03.....7/21/16	J-75.20-01.....7/10/15
	J-10.20-04.....8/18/21	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
	J-10.21-02.....8/18/21	J-28.60-03.....8/27/21	J-75.50-00.....8/30/22
	J-10.22-02.....8/18/21	J-28.70-04.....8/30/22	J-75.55-00.....8/30/22
	J-10.25-00.....7/11/17	J-29.10-02.....8/26/22	J-80.05-00.....8/30/22
	J-10.26-00.....8/30/22	J-29.15-01.....7/21/16	J-80.10-01.....8/18/21
	J-12.15-00.....6/28/18	J-29.16-02.....7/21/16	J-80.12-00.....8/18/21
	J-12.16-00.....6/28/18	J-30.10-01.....8/26/22	J-80.15-00.....6/28/18
	J-15.10-01.....6/11/14	J-40.01-00.....8/30/22	J-81.10-02.....8/18/21
	J-15.15-02.....7/10/15	J-40.05-00.....7/21/16	J-81.12-00.....9/3/21
	J-20.01-00.....8/30/22	J-40.10-04.....4/28/16	J-84.05-00.....8/30/22
	J-20.10-04.....7/31/19	J-40.20-03.....4/28/16	J-86.10-00.....6/28/18
	J-20.11-03.....7/31/19	J-40.30-04.....4/28/16	J-90.10-03.....6/28/18
	J-20.15-03.....6/30/14	J-40.35-01.....5/29/13	J-90.20-03.....6/28/18
	J-20.16-02.....6/30/14	J-40.36-02.....7/21/17	J-90.21-02.....6/28/18
	J-20.20-02.....5/20/13	J-40.37-02.....7/21/17	J-90.50-00.....6/28/18
	J-20.26-01.....7/12/12	J-40.38-01.....5/20/13	
	J-21.10-04.....6/30/14	J-40.39-00.....5/20/13	
	J-21.15-01.....6/10/13	J-40.40-02.....7/31/19	
	J-21.16-01.....6/10/13	J-45.36-00.....7/21/17	
	J-21.17-01.....6/10/13	J-50.05-00.....7/21/17	
	J-21.20-01.....6/10/13	J-50.10-01.....7/31/19	
	J-22.15-02.....7/10/15	J-50.11-02.....7/31/19	
	J-22.16-03.....7/10/15	J-50.12-02.....8/7/19	
	J-26.10-03.....7/21/16	J-50.13-01.....8/30/22	
	J-26.15-01.....5/17/12	J-50.15-01.....7/21/17	
	J-26.20-01.....6/28/18	J-50.16-01.....3/22/13	
	J-27.10-01.....7/21/16	J-50.18-00.....8/7/19	
	J-27.15-00.....3/15/12	J-50.19-00.....8/7/19	
	J-28.01-00.....8/30/22	J-50.20-00.....6/3/11	
1	K-70.20-01.....6/1/16	K-80.32-00.....8/17/21	K-80.35-01.....9/16/20
	K-80.10-02.....9/25/20	K-80.34-00.....8/17/21	K-80.37-01.....9/16/20
2	L-5.10-00.....9/19/22	L-20.10-03.....7/14/15	L-40.20-02.....6/21/12
	L-5.15-00.....9/19/22	L-30.10-02.....6/11/14	L-70.10-01.....5/21/08
	L-10.10-02.....6/21/12	L-40.15-01.....6/16/11	L-70.20-01.....5/21/08
3	M-1.20-04.....9/25/20	M-11.10-04.....8/2/22	M-40.20-00.....10/12/07
	M-1.40-03.....9/25/20	M-12.10-03.....8/2/22	M-40.30-01.....7/11/17
	M-1.60-03.....9/25/20	M-15.10-01.....2/6/07	M-40.40-00.....9/20/07
	M-1.80-03.....6/3/11	M-17.10-02.....7/3/08	M-40.50-00.....9/20/07
	M-2.20-03.....7/10/15	M-20.10-04.....8/2/22	M-40.60-00.....9/20/07
	M-2.21-00.....7/10/15	M-20.20-02.....4/20/15	M-60.10-01.....6/3/11
	M-3.10-04.....9/25/20	M-20.30-04.....2/29/16	M-60.20-03.....8/17/21
	M-3.20-04.....8/2/22	M-20.40-03.....6/24/14	M-65.10-03.....8/17/21
	M-3.30-04.....9/25/20	M-20.50-02.....6/3/11	M-80.10-01.....6/3/11
	M-3.40-04.....9/25/20	M-24.20-02.....4/20/15	M-80.20-00.....6/10/08
	M-3.50-03.....9/25/20	M-24.40-02.....4/20/15	M-80.30-00.....6/10/08
	M-5.10-03.....9/25/20	M-24.60-04.....6/24/14	
	M-7.50-01.....1/30/07	M-24.65-00.....7/11/17	
	M-9.50-02.....6/24/14	M-24.66-00.....7/11/17	

**SROUFE WATER MAIN REPLACEMENT**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16

(\*\*\*\*\*)

**Standard Details**

The City of Port Orchard Public Works Engineering Standards and Specifications, effective February 2019, is made a part of this contract.

The following are the Standard Detail numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Details showing different dates shall not be used in this contract.

200.....1/24/19	241.....1/15/19	
201.....1/15/19	260.....1/15/19	
220.....1/15/19		
221.....1/30/19		
222.....1/15/19		
240.....1/15/19		
300.....1/29/19	340.....1/31/19	
301.....1/29/19	341.....1/29/19	
320.....1/29/19	342.....1/31/19	
321.....1/31/19	360.....1/31/19	
322.....1/31/19	361.....1/31/19	
323.....1/31/19		
400.....1/29/19	424.....1/30/19	
401.....1/29/19	425.....1/30/19	
402.....1/29/19	426.....1/30/19	
403.....1/29/19	427.....1/30/19	
404.....1/24/19	428.....1/31/19	
420.....1/29/19	429.....1/31/19	
421.....1/29/19	430.....1/30/19	
422.....1/31/19	431.....1/30/19	
423.....1/31/19	460.....1/31/19	
500.....2/21/19		
501A.....2/1/19		
501B.....1/30/19		
800-B.....1/30/19	840B.....1/30/19	865.....1/23/19
801.....1/31/19	841.....1/31/19	866.....1/23/19
802.....1/30/19	840A.....1/30/19	880.....1/23/19
803-A.....1/15/19	840B.....1/30/19	881.....1/23/19
803-B.....1/15/19	860.....1/22/19	882.....1/23/19
820.....1/30/19	861.....1/22/19	883.....1/23/19
821.....1/30/19	863A.....1/30/19	884.....1/23/19
840A.....1/30/19	864.....1/23/19	
900.....1/23/19	928.....1/24/19	
901.....1/30/19	940.....1/31/19	

920.....1/30/19	941.....1/31/19
921.....1/30/19	942.....1/31/19
922.....1/30/19	943.....1/30/19
923.....1/30/19	960.....1/30/19
924.....1/30/19	961.....1/30/19
925.....1/30/19	
926.....1/30/19	
927.....1/30/19	

1

Certificate Page

Sroufe Water Main Replacement 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:



---

City Engineer  
Kenneth C. Hammer, PE, PMP  
11.29.2022

Approved:

 11/29/22

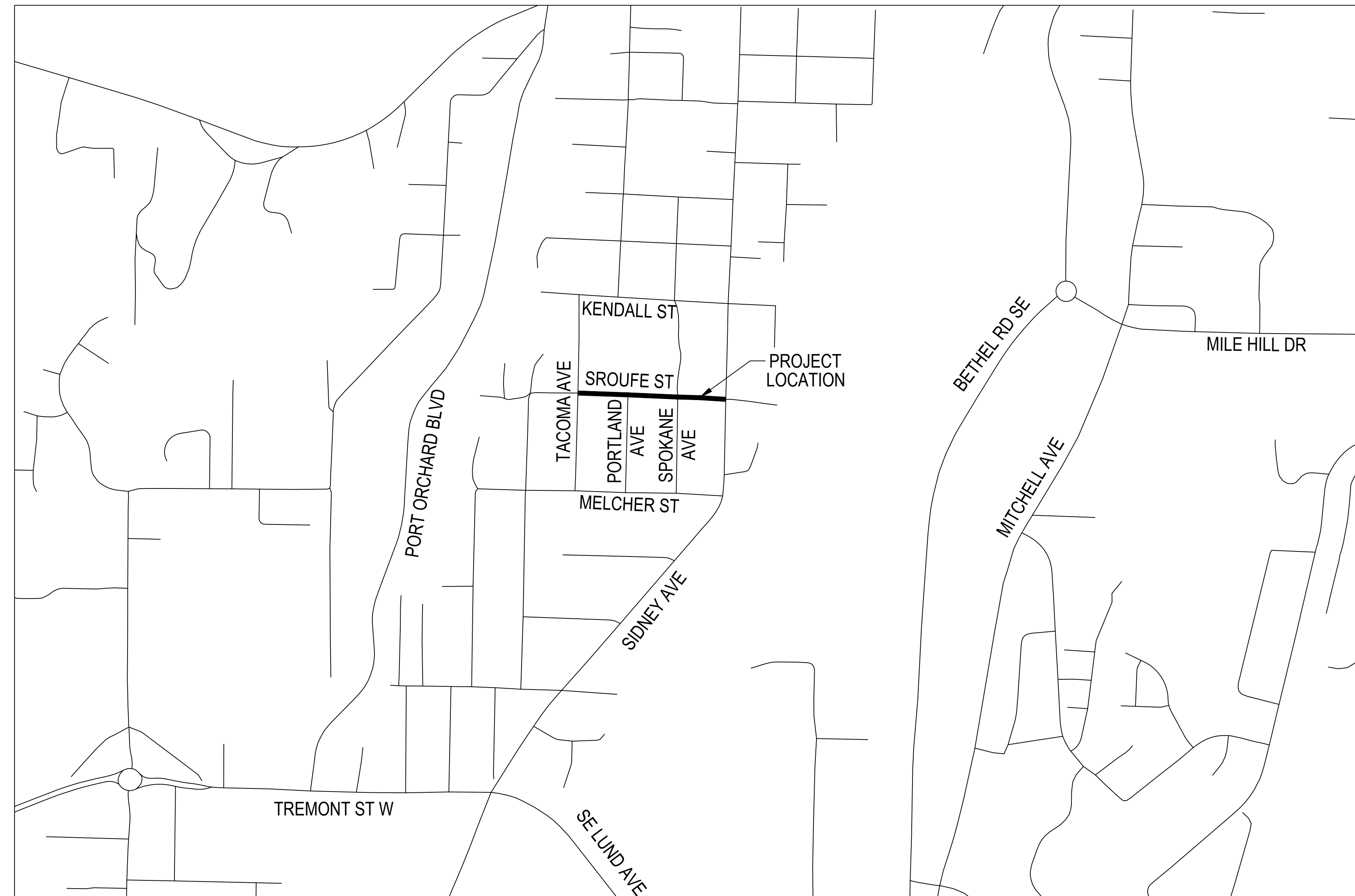
---

Public Works Director  
Tony Lang

# SROUFE WATER MAIN REPLACEMENT

## CITY OF PORT ORCHARD PUBLIC WORKS DEPARTMENT

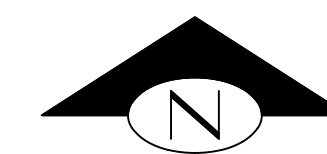
SHEET INDEX		
SHEET TITLE	DRAWING #	SHEET #
COVER SHEET	CV1	1
WATER PLAN	WA1-WA2	2-3
TYPICAL SECTIONS AND DETAILS	TS1	4



VICINITY MAP  
N.T.S

APPROVED BY: \_\_\_\_\_ DATE \_\_\_\_\_  
 K. CHRIS HAMMER, P.E.  
 CITY ENGINEER  
 CITY OF PORT ORCHARD

APPROVED BY: \_\_\_\_\_ DATE \_\_\_\_\_  
 TONY LANG  
 PUBLIC WORKS DIRECTOR  
 CITY OF PORT ORCHARD



CITY OF PORT ORCHARD CAPITAL PROJECTS  
 216 PROSPECT STREET, PORT ORCHARD, WA 98366  
 PHONE: 360.876.4991

NAME OR INITIALS AND DATE		NAME OR INITIALS AND DATE	
DESIGNED	CAW NOV 2022	PROJECT MANAGER:	K. CHRIS HAMMER
CHECKED	KCH NOV 2022	REVIEWED:	NOV 2022
DRAWN	CAW NOV 2022	REVISED AS-BUILT	
CHECKED	KCH NOV 2022		



SROUFE WATER MAIN REPLACEMENT

COVER SHEET

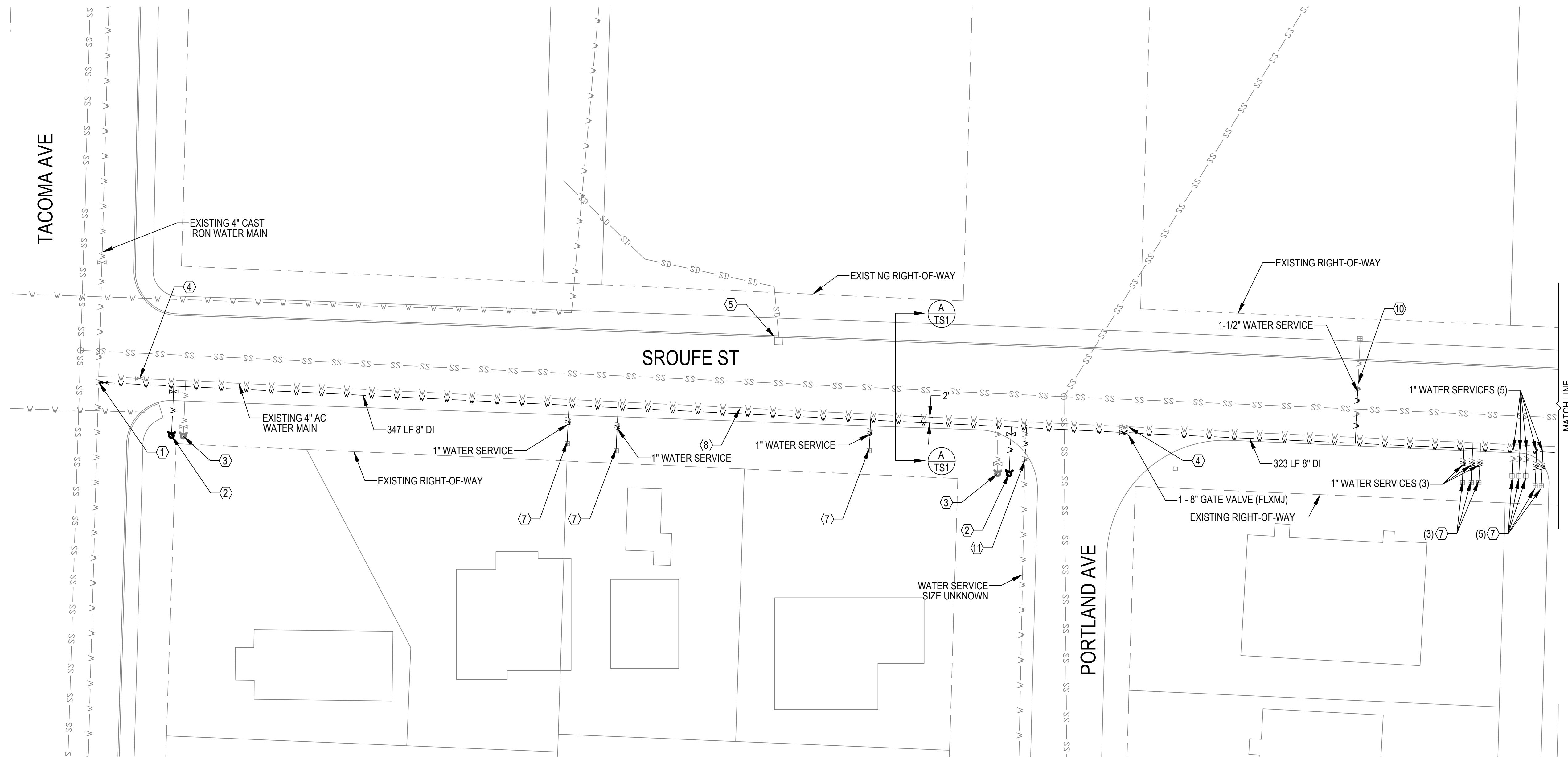
PLAN NO.  
**CV1**

SHEET  
1 OF 4

DATE	REVISION	TYPE	CHECK'D	REVIEW'D

Engineer's Stamp

SEC. 35 T.24N. R.1E. W.M.



- GENERAL NOTES:**
1. STORM DRAIN INLET PROTECTION PER WSDOT STD. PLAN I-40.20 SHALL BE INSTALLED IN ALL EXISTING CATCH BASINS BEFORE COMMENCING WORK PER THESE PLANS.
  2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN EXISTING HORIZONTAL EDGE OF PAVEMENT INFORMATION REQUIRED TO REPLACE EXISTING PAVEMENT EDGE IN THE SAME LOCATION.
  3. THE DEPTH OF TRENCHING, INSTALLATION OF PIPES, AND BACKFILL SHALL BE SUCH AS TO GIVE A MINIMUM COVER OF 36 INCHES OVER THE TOP OF THE PIPE. AT CROSSING LOCATIONS, MINIMUM DEPTH OF COVER OF 30 INCHES OVER THE TOP OF PIPE IS ACCEPTABLE.
  4. EXISTING WATER MAIN SHALL REMAIN IN OPERATION UNTIL THE NEW WATER MAIN IS OPERATIONAL.
  5. THE BOTTOM OF THE WATER MAIN SHALL BE 18 INCHES MINIMUM ABOVE THE TOP OF THE SEWER MAIN.
  6. ROADWAY AND SHOULDERS SHALL BE RESTORED IN-KIND.
  7. ADJUST ALL UTILITY CASTINGS TO FINISHED GRADE AFTER OVERLAY.
  8. HIGH VISIBILITY FENCE AND HIGH VISIBILITY SILT FENCE SHALL BE INSTALLED PER WSDOT STD. PLANS I-10.10 AND I-30.17 AS DIRECTED BY THE ENGINEER.

- CONSTRUCTION NOTES:**
- ① WET TAP EXISTING 4" CAST IRON WATER MAIN PER COPO STD. DETAIL 802.
  - ② PROVIDE AND INSTALL FIRE HYDRANT ASSEMBLY WITH 6" GATE VALVE (FLXMJ) PER COPO STD. DETAIL 881.
  - ③ REMOVE AND DISPOSE OF EXISTING HYDRANT AND VALVE BOX ASSEMBLY.
  - ④ REMOVE AND DISPOSE OF EXISTING VALVE BOX ASSEMBLY.
  - ⑤ INSTALL INLET PROTECTION PER WSDOT STD. PLAN I-40.20.
  - ⑥ PROVIDE AND INSTALL WATER METER BOX PER COPO STD. DETAIL 860 OR 861. WATER METER FROM EXISTING BOX SHALL BE REUSED. EXISTING SERVICE LINES ON PRIVATE SIDE SHALL BE EXTENDED TO CONNECT TO NEW WATER METERS.
  - ⑦ REMOVE AND DISPOSE OF EXISTING WATER SERVICE LINE. PROVIDE AND INSTALL SERVICE LINE PER COPO STD. DETAIL 860 OR 861.
  - ⑧ EXISTING AC WATER MAIN TO BE ABANDONED IN PLACE.
  - ⑨ WET TAP EXISTING 12" DUCTILE IRON WATER MAIN PER COPO STD. DETAIL 802.
  - ⑩ CONNECT SERVICE LINE TO EXISTING SERVICE LINE AND EXTEND TO WATER MAIN PER COPO STD. DETAIL 860 OR 861.
  - ⑪ POTHOLE EXISTING WATER SERVICE LINE TO DETERMINE SIZE. CONNECT SERVICE LINE TO EXISTING SERVICE LINE AND EXTEND TO WATER MAIN PER COPO STD. DETAIL 860 OR 861. SERVICE LINE SIZE SHALL MATCH THE EXISTING SERVICE LINE SIZE.
  - ⑫ REMOVE AND DISPOSE OF EXISTING WATER METER BOX. EXISTING WATER METER SHALL BE USED IN NEW METER BOX.

- LEGEND:**
- V — EXISTING WATER MAIN OR SERVICE
  - SS — EXISTING SEWER MAIN
  - SD — EXISTING STORM DRAIN LINE
  - V — PROPOSED WATER MAIN OR SERVICE

**WATER GENERAL NOTES:**

1. ALL WORK SHALL CONFORM TO THE CURRENT CITY OF PORT ORCHARD PUBLIC WORKS ENGINEERING STANDARDS AND SPECIFICATIONS.
2. FITTINGS SHALL BE MECHANICAL JOINT CONFORMING TO AWWA C-110, C-111, OR C-153 AND SHALL BE MEGA-LUG SERIES 1100, AS MANUFACTURED BY EBBA IRON, OR APPROVED EQUAL. PIPE SHALL BE TYTON JOINT PIPE WITH FIELD LOK GASKETS, OR APPROVED EQUAL. AN ALTERNATIVE RESTRAINED JOINT SYSTEM MAY BE SUBSTITUTED FOR THE ABOVE ITEMS.
3. ALL PIPE FITTINGS NOT TO BE DISINFECTED IN PLACE PER AWWA C-651 SHALL BE SWABBED WITH 1% AVAILABLE CHLORINE SOLUTION PRIOR TO INSTALLATION.
4. ALL WATER MAINS AND APPURTENANCES SHALL BE TESTED UNDER A HYDROSTATIC PRESSURE EQUAL TO 250 PSI FOR 1-HOUR. WATER SERVICE LINES WILL BE VISUALLY INSPECTED FOR LEAKAGE. ALL PUMPS, GAUGES, PLUGS, SADDLES, CORPORATION STOPS, BACKFLOW PREVENTION DEVICES, MISCELLANEOUS HOSE AND PIPING, AND OTHER EQUIPMENT SHOWN ON THE CONSTRUCTION PLANS AND THAT ARE NECESSARY FOR PERFORMING THE TEST SHALL BE FURNISHED AND OPERATED BY THE CONTRACTOR. THE PIPELINE TRENCH SHALL BE BACKFILLED SUFFICIENTLY TO PREVENT MOVEMENT OF THE PIPE UNDER PRESSURE. ALL REQUIRED THRUST BLOCKS SHALL BE IN PLACE AND SUFFICIENTLY CURED TO REACH DESIGN STRENGTH BEFORE TESTING.
5. AFTER DISINFECTING THE WATER MAIN, DISPOSE OF CHLORINATED WATER BY DISCHARGING TO THE NEAREST OPERATING SANITARY SEWER.
6. THE NEW WATER MAIN SHALL BE CONNECTED TO THE EXISTING SYSTEM ONLY AFTER NEW MAIN IS PRESSURE TESTED, FLUSHED, DISINFECTED, AND SATISFACTORY BACTERIOLOGICAL SAMPLE RESULTS ARE OBTAINED AND RECEIVED BY PUBLIC WORKS STAFF.
7. WATER MAIN SHUTDOWNS SHALL BE COORDINATED WITH THE PUBLIC WORKS OPERATIONAL STAFF FOR PREFERRED TIMING DURING FLOW CONTROL CONDITIONS. WATER MAIN SHUTDOWNS SHALL NOT BE SCHEDULED TO TAKE PLACE ON FRIDAYS, OR ON THE FIVE DAYS BEFORE NOR ONE DAY AFTER A CITY HOLIDAY, UNLESS OTHERWISE APPROVED BY PUBLIC WORKS.
8. WHEN EXCAVATING AROUND CHARGED WATER MAIN THE CONTRACTOR MUST EXERCISE CARE IN VICINITY OF THRUST BLOCKS THAT ARE PLACED AT ANY BENDS, TEES, OR DEAD ENDS OF WATER MAINS TO AVOID UNDERMINING THE SOIL SUPPORT FOR THE THRUST BLOCKING. DEFLECT THE WATER MAIN ABOVE OR BELOW EXISTING UTILITIES AS REQUIRED TO MAINTAIN 3 FT MINIMUM COVER AND 12-INCH MINIMUM VERTICAL CLEARANCE BETWEEN UTILITIES UNLESS OTHERWISE SPECIFIED. WHERE A NEW PIPE CLEARS AN EXISTING OR NEW UTILITY BY 12-INCHES OR LESS, AN ETHAFOAM PAD MUST BE PLACED AS A CUSHION BETWEEN UTILITIES.
10. IF DEFLECTING PIPE JOINTS FOR CURVES, HORIZONTAL AND VERTICAL ANGLE POINTS MUST BE CONSTRUCTED BY DEFLECTING A MAXIMUM ONE-HALF OF THE MANUFACTURER'S ALLOWABLE JOINT DEFLECTION FOR PIPE AND FITTINGS, UNLESS OTHERWISE NOTED.
11. THE WATER MAIN SHALL BE INSTALLED ONLY AFTER THE ROADWAY SUBGRADE IS BACKFILLED, GRADED, AND COMPACTED IN CUT AND FILL AREAS.
12. ALL RESIDENTIAL SERVICES SHALL BE INSTALLED PER STANDARD DETAILS 860 OR 861 UNLESS OTHERWISE SPECIFIED.
13. UNIFORM PLUMBING CODE REQUIRES THE INSTALLATION OF PRIVATELY OWNED AND OPERATED PRESSURE REDUCING VALVES WHERE THE OPERATING PRESSURE EXCEEDS 80 PSI.
14. ABANDONMENT OF EXISTING WATER SERVICES SHALL BE ACCOMPLISHED AS FOLLOWS:
  - 15.1. REMOVE EXISTING SERVICE SADDLE FROM WATER MAIN AND REPLACE WITH NEW STAINLESS STEEL REPAIR BAND, ROMAC SS2, FORD SERVICE SADDLE FC101, CC THREADED SADDLE AND A CC THREAD BRASS PLUG, OR APPROVED EQUAL (WILL NOT BE REQUIRED WHEN WATER MAIN IS TO BE ABANDONED).
  - 15.2. REMOVE AND DISPOSE OF EXISTING SETTER AND METER BOX.
  - 15.3. CAP OR CRIMP (IF COPPER) EXISTING SERVICE LINE TO BE ABANDONED IN PLACE, EACH END.
- 15.4. RETURN EXISTING METER TO PUBLIC WORKS.
16. ABANDONMENT OF EXISTING WATERMAINS SHALL BE ACCOMPLISHED AS FOLLOWS:
  - 16.1. DI PIPE: MECHANICAL JOINT PLUG, CAP, OR BLIND FLANGE TO BE INSTALLED ON BOTH ENDS.
  - 16.2. ALL OTHER PIPE: FILLED WITH CDF AND MECHANICAL JOINT PLUG, CAP, OR BLIND FLANGE TO BE INSTALLED ON BOTH ENDS.
17. AVOID CROSSING WATER OR SEWER MAINS AT HIGHLY ACUTE ANGLES. THE SMALLEST ANGLE MEASURE BETWEEN UTILITIES SHOULD BE 45 TO 90 DEGREES.
18. WHERE WATER MAIN CROSSES ABOVE OR BELOW SANITARY SEWER, ONE FULL LENGTH OF WATER PIPE SHALL BE CENTERED FOR MAXIMUM JOINT SEPARATION.
19. AT POINTS WHERE EXISTING THRUST BLOCKING IS FOUND, MINIMUM CLEARANCE BETWEEN THE CONCRETE BLOCKING AND OTHER BURIED UTILITIES OR STRUCTURES SHALL BE 5 FEET.

DISCLAIMER: THIS PLAN WAS DEVELOPED FROM CITY OF PORT ORCHARD AND KITSAP COUNTY GIS INFORMATION ALONG WITH AERIAL IMAGERY AND MAY NOT REPRESENT TRUE CONDITIONS IN THE FIELD.

DESIGN	CHECK	REVIEW	DATE
REVISION	TYPE	DATE	

Engineer's Stamp

CITY OF PORT ORCHARD CAPITAL PROJECTS  
 216 PROSPECT STREET, PORT ORCHARD, WA 98366  
 PHONE: 360.876.4991

NAME OR INITIALS AND DATE		NAME OR INITIALS AND DATE	
DESIGNED	CAW NOV 2022	PROJECT MANAGER:	K. CHRIS HAMMER
CHECKED	KCH NOV 2022	REVIEWED:	NOV 2022
DRAWN	CAW NOV 2022	REVISED AS-BUILT	
CHECKED	KCH NOV 2022		

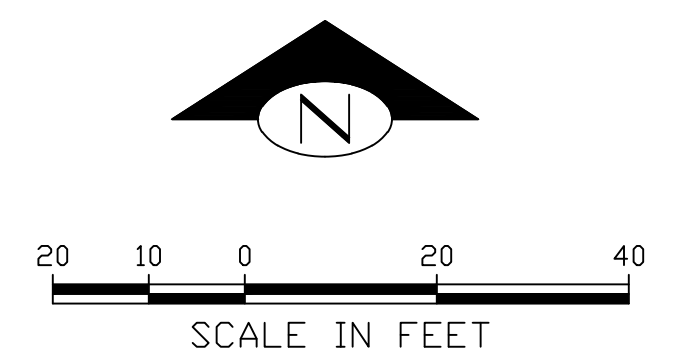


SROUFE WATER MAIN REPLACEMENT

WATER PLAN

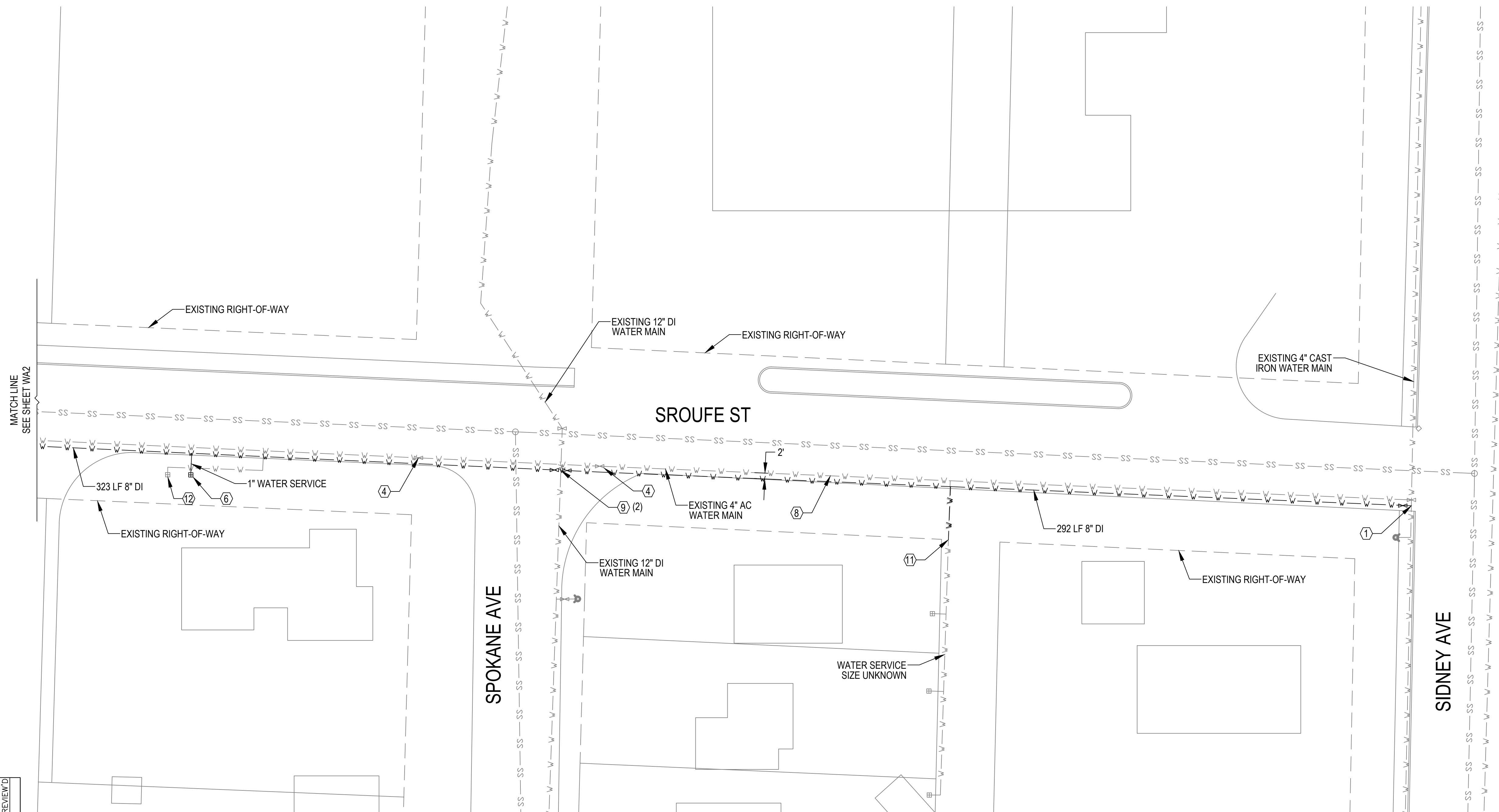
PLAN NO.  
**WA1**

SHEET  
**2 OF 4**





SEC. 35 T.24N. R.1E. W.M.



GENERAL NOTES:

1. STORM DRAIN INLET PROTECTION PER WSDOT STD. PLAN I-40.20 SHALL BE INSTALLED IN ALL EXISTING CATCH BASINS BEFORE COMMENCING WORK PER THESE PLANS.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN EXISTING HORIZONTAL EDGE OF PAVEMENT INFORMATION REQUIRED TO REPLACE EXISTING PAVEMENT EDGE IN THE SAME LOCATION.
3. THE DEPTH OF TRENCHING, INSTALLATION OF PIPES, AND BACKFILL SHALL BE SUCH AS TO GIVE A MINIMUM COVER OF 36 INCHES OVER THE TOP OF THE PIPE. AT CROSSING LOCATIONS, MINIMUM DEPTH OF COVER OF 30 INCHES OVER THE TOP OF PIPE IS ACCEPTABLE.
4. EXISTING WATER MAIN SHALL REMAIN IN OPERATION UNTIL THE NEW WATER MAIN IS OPERATIONAL.
5. THE BOTTOM OF THE WATER MAIN SHALL BE 18 INCHES MINIMUM ABOVE THE TOP OF THE SEWER MAIN.
6. ROADWAY AND SHOULDERS SHALL BE RESTORED IN-KIND.
7. ADJUST ALL UTILITY CASTINGS TO FINISHED GRADE AFTER OVERLAY.
8. HIGH VISIBILITY FENCE AND HIGH VISIBILITY SILT FENCE SHALL BE INSTALLED PER WSDOT STD. PLANS I-10.10 AND I-30.17 AS DIRECTED BY THE ENGINEER.

CONSTRUCTION NOTES:

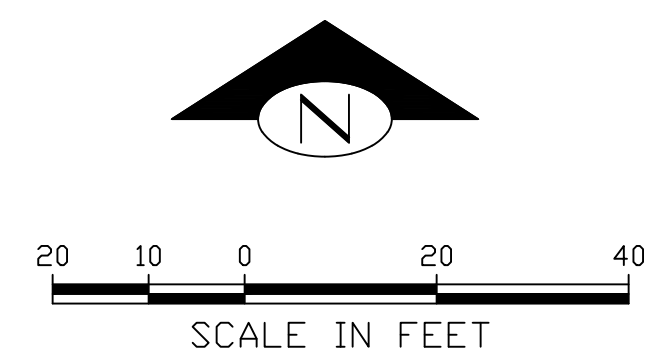
- ① WET TAP EXISTING 4" CAST IRON WATER MAIN PER COPO STD. DETAIL 802.
- ② PROVIDE AND INSTALL FIRE HYDRANT ASSEMBLY WITH 6" GATE VALVE (FLXMJ) PER COPO STD. DETAIL 881.
- ③ REMOVE AND DISPOSE OF EXISTING HYDRANT AND VALVE BOX ASSEMBLY.
- ④ REMOVE AND DISPOSE OF EXISTING VALVE BOX ASSEMBLY.
- ⑤ INSTALL INLET PROTECTION PER WSDOT STD. PLAN I-40.20.
- ⑥ PROVIDE AND INSTALL WATER METER BOX PER COPO STD. DETAIL 860 OR 861. WATER METER FROM EXISTING BOX SHALL BE REUSED. EXISTING SERVICE LINES ON PRIVATE SIDE SHALL BE EXTENDED TO CONNECT TO NEW WATER METERS.
- ⑦ REMOVE AND DISPOSE OF EXISTING WATER SERVICE LINE. PROVIDE AND INSTALL SERVICE LINE PER COPO STD. DETAIL 860 OR 861.
- ⑧ EXISTING AC WATER MAIN TO BE ABANDONED IN PLACE.
- ⑨ WET TAP EXISTING 12" DUCTILE IRON WATER MAIN PER COPO STD. DETAIL 802.
- ⑩ CONNECT SERVICE LINE TO EXISTING SERVICE LINE AND EXTEND TO WATER MAIN PER COPO STD. DETAIL 860 OR 861.
- ⑪ POTHOLE EXISTING WATER SERVICE LINE TO DETERMINE SIZE. CONNECT SERVICE LINE TO EXISTING SERVICE LINE AND EXTEND TO WATER MAIN PER COPO STD. DETAIL 860 OR 861. SERVICE LINE SIZE SHALL MATCH THE EXISTING SERVICE LINE SIZE.
- ⑫ REMOVE AND DISPOSE OF EXISTING WATER METER BOX. EXISTING WATER METER SHALL BE USED IN NEW METER BOX.

LEGEND:

- V — EXISTING WATER MAIN OR SERVICE
- SS — EXISTING SEWER MAIN
- SD — EXISTING STORM DRAIN LINE
- V — PROPOSED WATER MAIN OR SERVICE

DESIGN'D	CHECK'D	REVIEW'D
REVISION	TYPE	REVISIONS
DATE		

DISCLAIMER: THIS PLAN WAS DEVELOPED FROM CITY OF PORT ORCHARD AND KITSAP COUNTY GIS INFORMATION ALONG WITH AERIAL IMAGERY AND MAY NOT REPRESENT TRUE CONDITIONS IN THE FIELD.



Engineer's Stamp

CITY OF PORT ORCHARD CAPITAL PROJECTS  
 216 PROSPECT STREET, PORT ORCHARD, WA 98366  
 PHONE: 360.876.4991

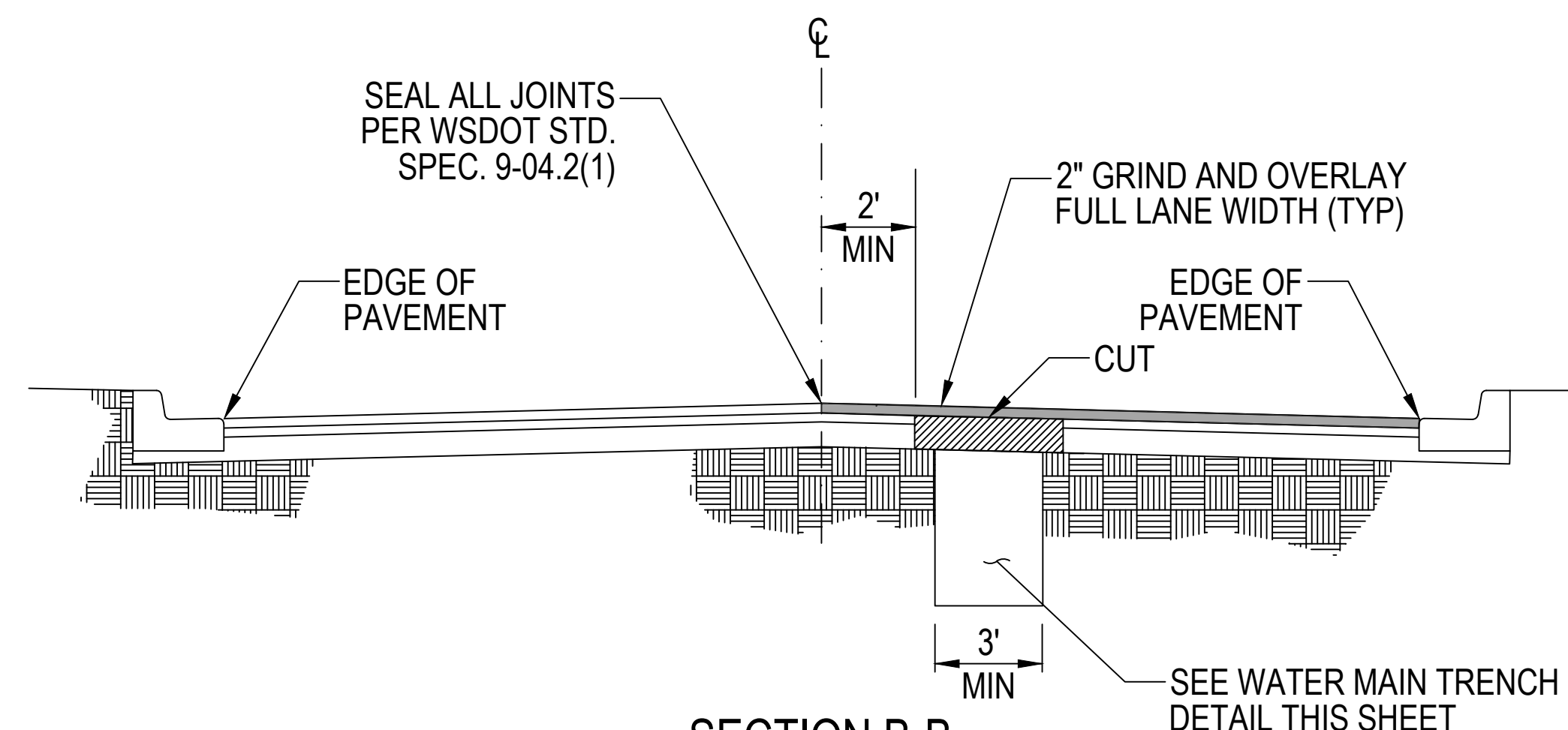
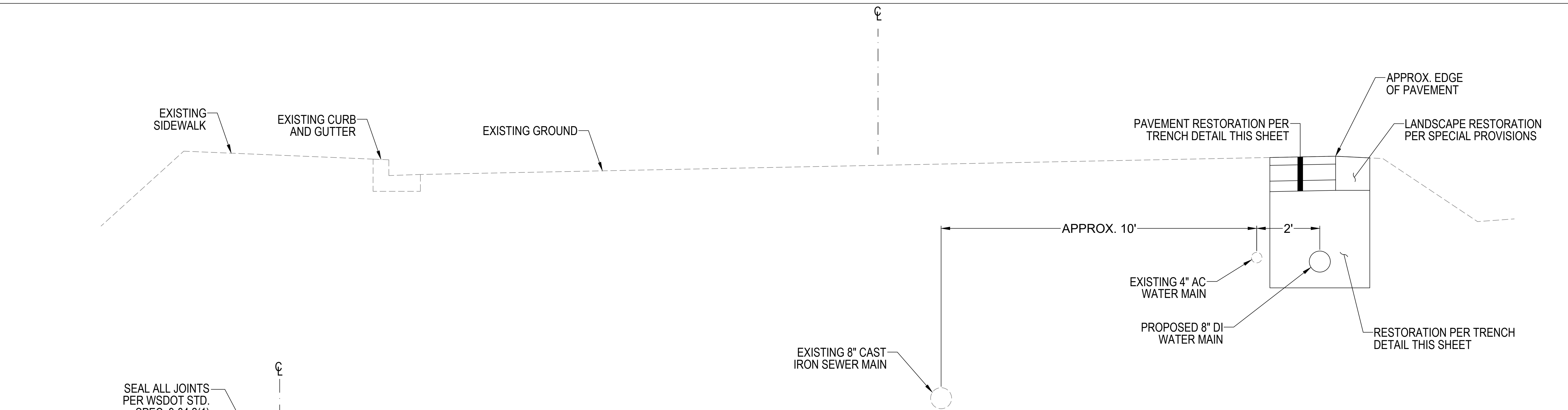
NAME OR INITIALS AND DATE		NAME OR INITIALS AND DATE	
DESIGNED	CAW NOV 2022	PROJECT MANAGER:	K. CHRIS HAMMER
CHECKED	KCH NOV 2022	REVIEWED:	NOV 2022
DRAWN	CAW NOV 2022		
CHECKED	KCH NOV 2022	REVISED AS-BUILT	



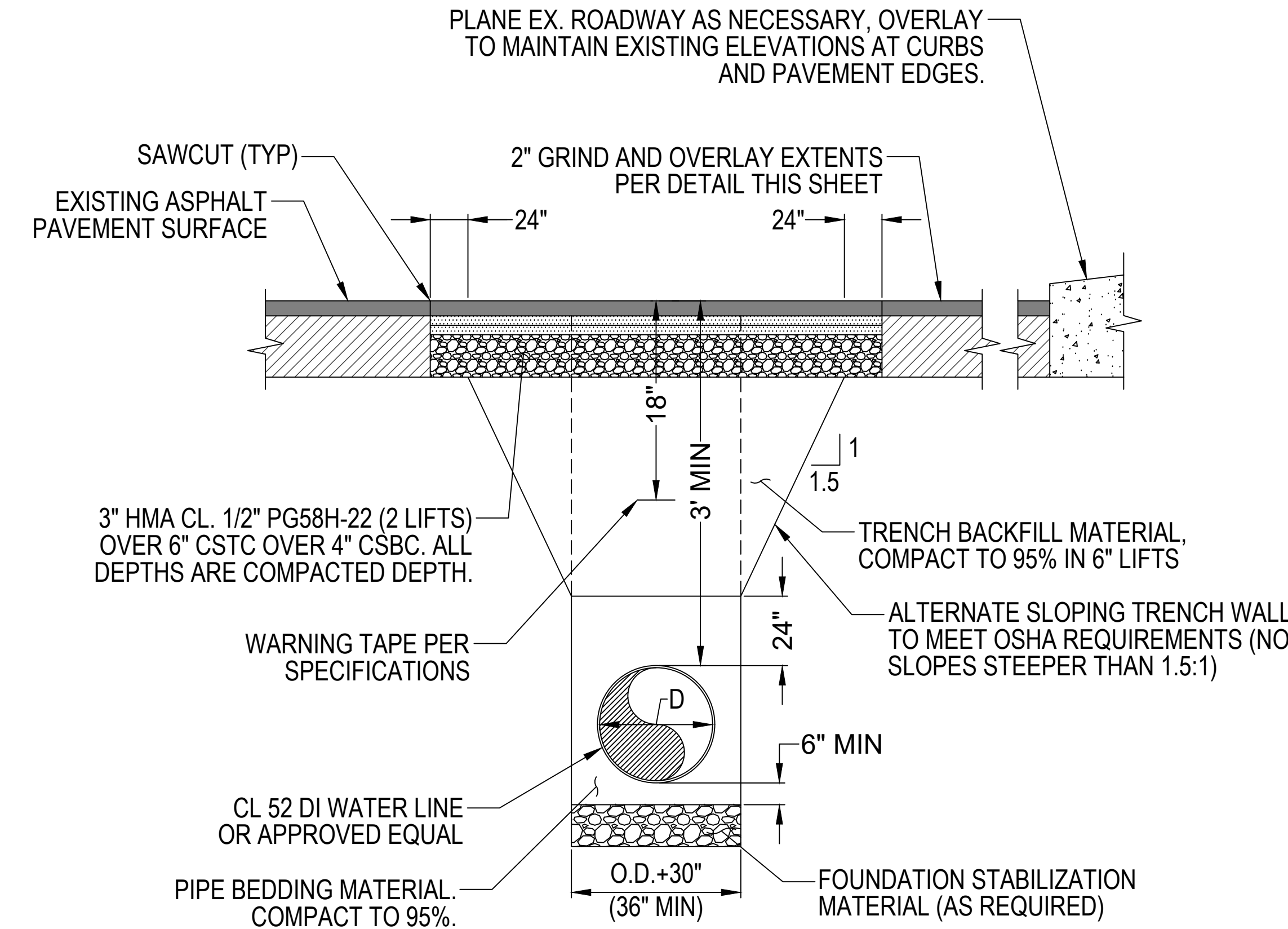
SROUFE WATER MAIN REPLACEMENT

WATER PLAN

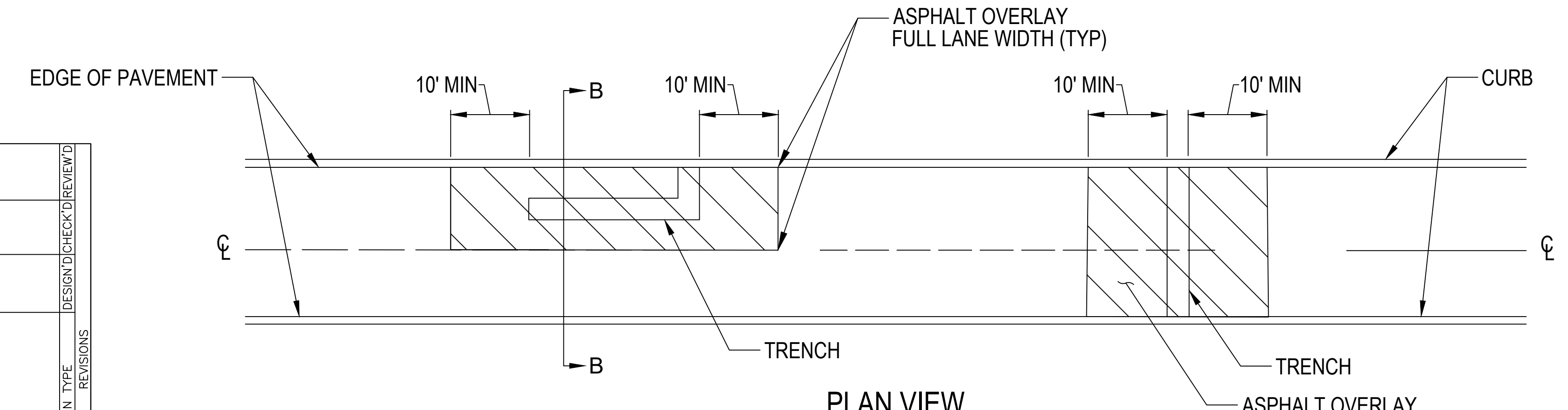
PLAN NO.  
**WA2**  
 SHEET  
 3 OF 4



**SECTION A-A**  
N.T.S



**WATER MAIN TRENCH DETAIL**  
N.T.S



**PLAN VIEW**  
**STREET RESTORATION DETAIL**  
N.T.S

DESIGN	CHECK	REVIEW	D
REVISION	TYPE	REVISIONS	
DATE			

DISCLAIMER: THIS PLAN WAS DEVELOPED FROM CITY OF PORT ORCHARD AND KITSAP COUNTY GIS INFORMATION ALONG WITH AERIAL IMAGERY AND MAY NOT REPRESENT TRUE CONDITIONS IN THE FIELD.

CITY OF PORT ORCHARD CAPITAL PROJECTS  
216 PROSPECT STREET, PORT ORCHARD, WA 98366  
PHONE: 360.876.4991

NAME OR INITIALS AND DATE		NAME OR INITIALS AND DATE	
DESIGNED	CAW NOV 2022	PROJECT MANAGER:	K. CHRIS HAMMER
CHECKED	KCH NOV 2022	REVIEWED:	NOV 2022
DRAWN	CAW NOV 2022		
CHECKED	KCH NOV 2022	REVISED AS-BUILT	



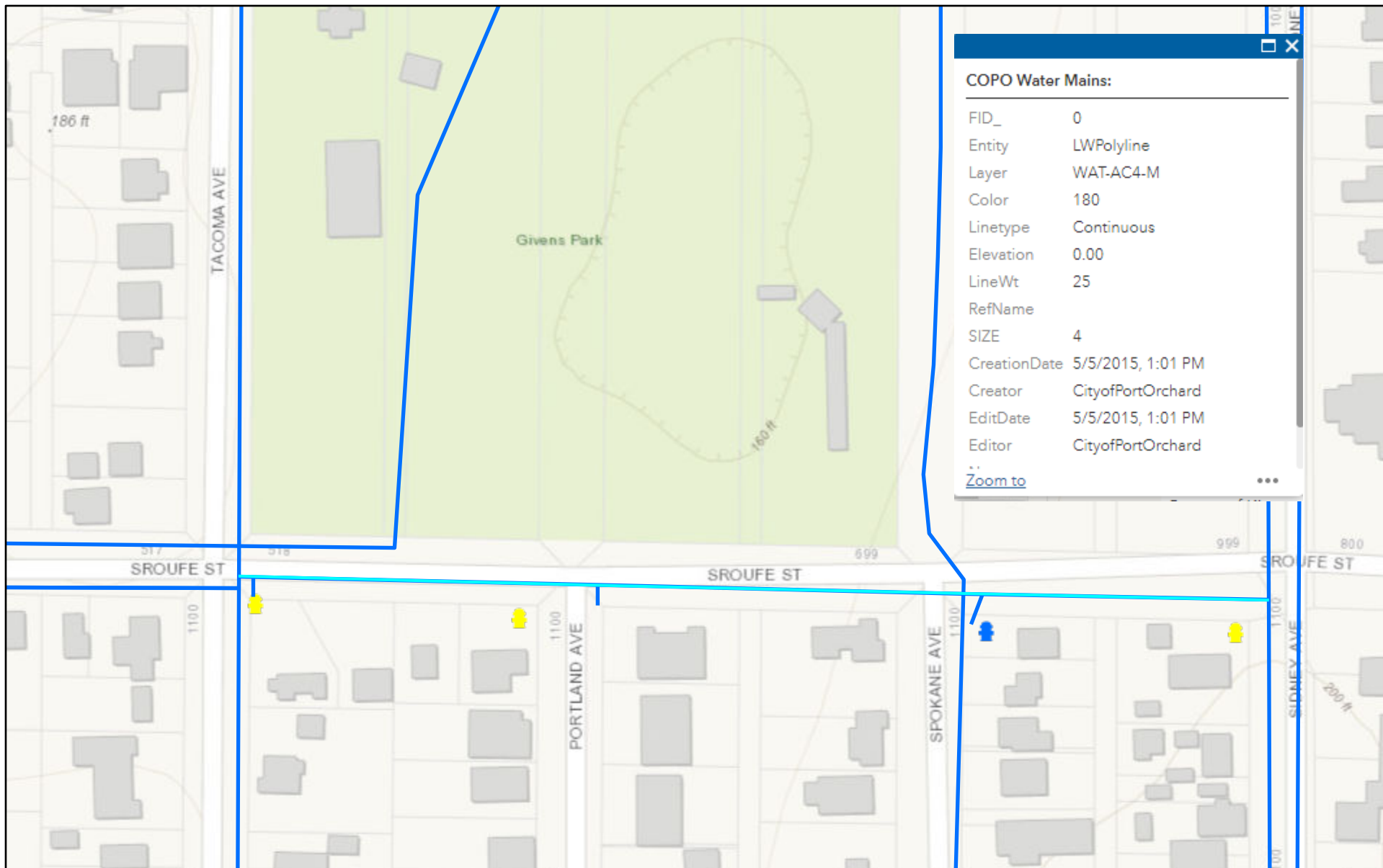
**SROUFE WATER MAIN REPLACEMENT**  
TYPICAL SECTIONS AND DETAILS

PLAN NO.  
**TS1**  
SHEET  
4 OF 4

APPENDIX B

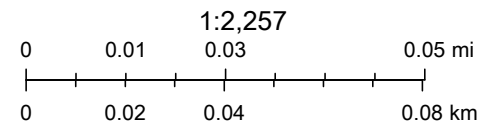
ASBESTOS GFI

# Sroufe Asbestos GFI



11/1/2022, 2:28:21 PM

— Water\_Mains  
 ■ Fire\_Hydrants  
 ■ yes  
■ flush



County of Kitsap, Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA