

**ITB ADDENDUM NO. 1**  
**2023 City Wide Asphalt Repair**  
**PUBLICS WORKS PROJECT NO. PW2023-003**

Date Published: 3/24/2023  
Date of Addendum #1: 4/3/2023  
Date of Bid Opening: April 19<sup>th</sup>, 2023

**Notice to all Plan Holders:**

The City has made the following changes/modifications to the bid packet:

The Proposal pages 12-19 are deleted and replaced with the attached revised Proposal dated 4/3/2023.

The Schedule of Contract Prices have been updated showing amounts for Minor Change and the Crack Sealing (FA).

## ADVERTISEMENT FOR BIDS

### CITY OF PORT ORCHARD

### PROJECT NO. PW2023-003

Notice is hereby given that sealed bids will be received at the office of the City Clerk for the City of Port Orchard, 216 Prospect Street, Port Orchard, WA 98366 until 10:00 am on April 19, 2023, for construction of the **2023 City Wide Asphalt Repair**, Project No **PW2023-003**. 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 75 working days from notice to proceed, and consists of furnishing all materials, equipment, tools, labor, and other work or items incidental theretofore and as generally described as follows:

Asphalt overlay and pavement repair, including grinding, patching, crack sealing and ADA ramp upgrades at the street locations shown in Appendix B– Vicinity Map.

The Engineer’s construction estimate for this project is \$1,100,000.

Access to bidding information (plans, specifications, addenda, and Bidders List) is available through City of Port Orchard’s on-line plan room <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 – 3/24/23, and 3/31/23

Daily Journal of Commerce – 3/24/31, and 3/31/23

**NOTICE TO PROSPECTIVE BIDDERS**

**2023 CITY WIDE ASPHALT REPAIR**

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-Public Works Department via email at: [bidsandproposals@portorchardwa.gov](mailto:bidsandproposals@portorchardwa.gov), Attention: Jeff Huffmyer.

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. Addendums will be posted on the City’s Website [www.portorchardwa.gov/bids-and-proposals/](http://www.portorchardwa.gov/bids-and-proposals/) and Builders Exchange [www.bxwa.com](http://www.bxwa.com)

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

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

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Please respond to:

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

Representing: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

## INFORMATION AND CHECKLIST FOR BIDDERS

The following supplements the information in the Advertisement for Bids:

### 1. Pre-Bid Conference

No pre-bid conference will be held.

### 2. Examination of Plans, Specifications, and Site

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

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

### 3. Property Issues

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

### 4. Interpretation of Bid Documents

The Bidder shall promptly notify Owner of any discovered conflicts, ambiguities, or discrepancies in or between, or omissions from the Bid Documents. Questions or comments about these Bid Documents should be directed to the attention of: K. Chris Hammer, 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.portorchardwa.gov/bids-and-proposals/](http://www.portorchardwa.gov/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.
- G. **Subcontractors List** – Must be completed

## 6. Contract Checklist

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

- A. **Contract** – One copy 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** – One copy 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 Project number PW2023-03 the prime contractor bid due date is **April 19, 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". [www.lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/#required-documents-for-doing-the-work](http://www.lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/#required-documents-for-doing-the-work) 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. [www.lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/#when-the-work-is-done](http://www.lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/#when-the-work-is-done)

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: [www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp](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

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

(1) Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

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

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

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

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

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

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

(g) Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

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

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

**PROPOSAL**

**CITY OF PORT ORCHARD  
2023 CITY WIDE ASPHALT REPAIR  
PROJECT NO. PW2023-003**

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 N/A, and complete the construction within **75** 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**  
**2023 CITY WIDE ASPHALT REPAIR**  
**Project No. PW2023-003**

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 / Total Amount in Words	Unit Price	Total Amount
<b>Schedule A- Base Bid/Old Clifton Overlay</b>					
1	CALC	STD (1-04)	Minor Changes	CALC \$5,000.00	\$ 5,000.00
			\$ Five Thousand Dollars		
				(Total Amount in Words)	
2	Lump Sum	STD (1-09)	Mobilization	LS \$	\$
			\$		
				(Total Amount in Words)	
3	Lump Sum	STD (1-07)	SPCC Plan	LS \$	\$
			\$		
				(Total Amount in Words)	
4	Lump Sum	STD (1-10)	Project Temporary Traffic Control	LS \$	\$
			\$		
				(Total Amount in Words)	
5	400 LF	SP (2-02)	Removing Asphalt Conc. Curb	LF \$	\$
			\$		
				(Total Amount in Words)	
6	280 TN	STD (4-04)	Crushed Surfacing Base Course (Shoulder Ballasting)	TN \$	\$
			\$		
				(Total Amount in Words)	

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
7	2390 TN	STD (5-04)	HMA CL. 1/2" PG 58-22 (Overlay)	TN \$	\$
				\$	
(Total Amount in Words)					
8	398 SY	SP (5-04)	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY \$	\$
				\$	
(Total Amount in Words)					
9	2000 SY	SP (5-04)	Planing Bituminous Pavement	SY \$	\$
				\$	
(Total Amount in Words)					
10	398 SY	STD (5-04)	Pavement Repair Incl. Haul	SY \$	\$
				\$	
(Total Amount in Words)					
11	400 LF	SP (5-04)	4" HMA Wedge Curb	LF \$	\$
				\$	
(Total Amount in Words)					
12	1 FA	SP (5-04)	Crack Sealing	FA \$6,000.00	\$ 6,000.00
				\$ Six Thousand Dollars	
(Total Amount in Words)					
13	3 EA	STD (7-05)	Adjust Catch Basin	EA \$	\$
				\$	
(Total Amount in Words)					
14	8 EA	STD (7-05)	Adjust Manhole	EA \$	\$
				\$	
(Total Amount in Words)					
15	1 EA	SP (7-12)	Adjust Valve Box	EA \$	\$
				\$	
(Total Amount in Words)					

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
16	5 EA	STD (8-02)	Inlet Protection	EA \$	\$
				\$	
				(Total Amount in Words)	
17	14700 LF	STD (8-22)	Paint Line	LF \$	\$
				\$	
				(Total Amount in Words)	
18	180 SF	STD (8-22)	Plastic Crosswalk Line (Type A Thermoplastic)	SF	\$
				\$	
				(Total Amount in Words)	
19	65 LF	STD (8-22)	Plastic Stop Line (Type A Thermoplastic)	LF \$	\$
				\$	
				(Total Amount in Words)	
20	17 EA	STD (8-22)	Plastic Traffic Arrow (Type A Thermoplastic)	EA \$	\$
				\$	
				(Total Amount in Words)	

**Schedule A- Total Base Bid/Old Clifton Overlay** **\$**

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
<b>Schedule B - Sidney Rd.</b>					
101	CALC	STD (1-04)	Minor Changes	CALC \$2,500.00	\$ 2,500.00
				\$ Two Thousand Five Hundred Dollars	
				(Total Amount in Words)	
102	Lump Sum	STD (1-09)	Mobilization	LS \$	\$
				\$	
				(Total Amount in Words)	
103	Lump Sum	STD (1-10)	Project Temporary Traffic Control	LS \$	\$
				\$	
				(Total Amount in Words)	
104	852 SY	STD (5-04)	Pavement Repair Excavation Incl. Haul	SY \$	\$
				\$	
				(Total Amount in Words)	

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
105	90 TN	SP (5-04)	Crushed Surfacing Base Course for Pavement Repair	TN \$	\$
					\$
(Total Amount in Words)					
106	852 SY	SP (5-04)	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY \$	\$
					\$
(Total Amount in Words)					
107	10510 LF	STD (5-04)	Crack Sealing	LF \$	\$
					\$
(Total Amount in Words)					
108	3 EA	SP (7-12)	Adjust Valve Box	EA	\$
					\$
(Total Amount in Words)					
109	1290 LF	STD (8-22)	Paint Line	LF \$	\$
					\$
(Total Amount in Words)					
110	200 SF	STD (8-22)	Plastic Crosswalk Line (Type A Thermoplastic)	SF	\$
					\$
(Total Amount in Words)					
111	40 LF	STD (8-22)	Plastic Stop Line (Type A Thermoplastic)	LF \$	\$
					\$
(Total Amount in Words)					
112	2 EA	STD (8-22)	Plastic Traffic Arrow (Type A Thermoplastic)	EA \$	\$
					\$
(Total Amount in Words)					
<b>Total Schedule B- Sidney Rd.</b>					<b>\$</b>

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
<b>Schedule C - Bethel Rd.</b>					
201	CALC	STD (1-04)	Minor Changes	CALC \$2,500.00	\$ 2,500.00
					\$ Two Thousand Five Hundred Dollars
(Total Amount in Words)					



Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
202	Lump Sum	STD (1-09)	Mobilization	LS \$	\$
			\$		
			(Total Amount in Words)		
203	Lump Sum	STD (1-10)	Project Temporary Traffic Control	LS \$	\$
			\$		
			(Total Amount in Words)		
204	40 SY	STD (2-02)	Removing Cement Concrete Sidewalk	SY \$	\$
			\$		
			(Total Amount in Words)		
205	1550 SY	STD (5-04)	Pavement Repair Excavation Incl. Haul	SY \$	\$
			\$		
			(Total Amount in Words)		
206	160 TN	SP (5-04)	Crushed Surfacing Base Course for Pavement Repair	TN \$	\$
			\$		
			(Total Amount in Words)		
207	1550 SY	SP (5-04)	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY \$	\$
			\$		
			(Total Amount in Words)		
208	750 LF	STD (5-04)	Crack Sealing	LF \$	\$
			\$		
			(Total Amount in Words)		
209	3 EA	STD (7-05)	Adjust Manhole	EA \$	\$
			\$		
			(Total Amount in Words)		
210	60 LF	STD (8-04)	Cement Concrete Pedestrian Curb	LF \$	\$
			\$		
			(Total Amount in Words)		
211	60 LF	STD (8-04)	Cement Concrete Traffic Curb and Gutter	LF \$	\$
			\$		
			(Total Amount in Words)		
212	2 EA	STD (8-14)	Cement Concrete Curb Ramp Type Parallel A	EA \$	\$
			\$		
			(Total Amount in Words)		

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
213	35 SY	STD (8-14)	Cement Concrete Sidewalk	SY \$	\$
			\$		
			(Total Amount in Words)		
214	630 LF	STD (8-22)	Paint Line	LF \$	\$
			\$		
			(Total Amount in Words)		
215	280 SF	STD (8-22)	Plastic Crosswalk Line (Type A Thermoplastic)	SF	\$
			\$		
			(Total Amount in Words)		
216	40 LF	STD (8-22)	Plastic Stop Line (Type A Thermoplastic)	LF \$	\$
			\$		
			(Total Amount in Words)		
217	4 EA	STD (8-22)	Plastic Traffic Arrow (Type A Thermoplastic)	EA \$	\$
			\$		
			(Total Amount in Words)		
<b>Total Schedule C- Bethel Rd.</b>					<b>\$</b>

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
<b>Schedule D - Shop Facility</b>					
301	CALC	STD (1-04)	Minor Changes	CALC \$ 2,500.00	\$ 2,500.00
			\$ Two Thousand Five Hundred Dollars		
			(Total Amount in Words)		
302	Lump Sum	STD (1-09)	Mobilization	LS \$	\$
			\$		
			(Total Amount in Words)		
303	240 TN	STD (5-04)	HMA CL. 1/2" PG 58-22 (Paved Lot) 4" Depth	TN \$	\$
			\$		
			(Total Amount in Words)		
<b>Sub Total Schedule D- Shop Facility</b>					<b>\$</b>
				Tax 9.3%	\$
<b>Total Schedule D- Shop Facility</b>					<b>\$</b>

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
<b>Schedule E - Decant Facility</b>					
401	CALC	STD (1-04)	Minor Changes	CALC \$2,500.00	\$ 2,500.00
			\$ Two Thousand Five Hundred Dollars	(Total Amount in Words)	
402	Lump Sum	STD (1-09)	Mobilization	LS \$	\$
			\$	(Total Amount in Words)	
403	40 TN	STD (5-04)	HMA CL. 1/2" PG 58-22 (Paved Lot) 4" Depth	TN \$	\$
			\$	(Total Amount in Words)	
<b>Sub Total Schedule E- Decant Facility</b>					<b>\$</b>
				Tax 9.3%	\$
<b>Total Schedule E- Decant Facility</b>					<b>\$</b>

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
<b>Schedule F - Carl Pickle Dr.</b>					
501	CALC	STD (1-04)	Minor Changes	CALC \$2,500.00	\$ 2,500.00
			\$ Two Thousand Five Hundred Dollars	(Total Amount in Words)	
502	Lump Sum	STD (1-09)	Mobilization	LS \$	\$
			\$	(Total Amount in Words)	
503	Lump Sum	STD (1-10)	Project Temporary Traffic Control	LS \$	\$
			\$	(Total Amount in Words)	
504	88 SY	STD (5-04)	Pavement Repair Incl. Haul	SY \$	\$
			\$	(Total Amount in Words)	

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
505	10 TN	SP (5-04)	Crushed Surfacing Base Course for Pavement Repair	TN \$	\$
			\$		
			(Total Amount in Words)		
506	88 SY	SP (5-04)	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY \$	\$
			\$		
			(Total Amount in Words)		
507	130 LF	STD (5-04)	Crack Sealing	LF \$	\$
			\$		
			(Total Amount in Words)		
508	160 LF	STD (8-22)	Paint Line	LF \$	\$
			\$		
			(Total Amount in Words)		
<b>Total Schedule F - Carl Pickle Dr.</b>					<b>\$</b>

<b>Schedule A - Base Bid/ Old Clifton Overlay Total</b>	<b>\$</b>
<b>Schedule B - Sidney Rd. Total</b>	<b>\$</b>
<b>Schedule C - Bethel Rd. Total</b>	<b>\$</b>
<b>Schedule D - Shop Facility Total (Tax Included)</b>	<b>\$</b>
<b>Schedule E - Decant Facility Total (Tax Included)</b>	<b>\$</b>
<b>Schedule F - Carl Pickle Dr. Total</b>	<b>\$</b>
<b>Schedule A Through F- Total</b>	<b>\$</b>

**SALES TAX- Rule 171 (Schedules A, B, C, F)**

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

**SALES TAX-Rule 170 (Schedules D and E)**

**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  
2023 CITY WIDE ASPHALT REPAIR  
PROJECT NO. PW2023-003**

_____ 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  
2023 CITY WIDE ASPHALT REPAIR  
PROJECT NO. PW2023-003**

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. If project is Federally funded. Is the Contractor registered in Sam.gov? Enter Unique ID No. (UEI) \_\_\_\_\_

13. 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) \_\_\_\_\_

14. 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? \_\_\_\_\_

15. 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? \_\_\_\_\_

16. Particular types of construction performed by your company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Gross amount of contracts now on hand: \$ \_\_\_\_\_

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

Amount	Type	Owner's Name	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



19. 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**  
**2023 CITY WIDE ASPHALT REPAIR**  
**PROJECT NO. PW2023-003**

**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.

**CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date **April 19, 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:</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>	
<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>	
<b>Explain reason for name change(s) in the past five (5) years)</b>	
<b>Part B. Delinquent State Taxes</b>	
<b>Is the bidder listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website:</b>	
<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"/>	
<b>If "Yes" attach a copy of the written payment plan approved by the Department of Revenue.</b>	
<b>Part C. Federal Debarment</b>	
<b>The bidder shall not be listed as a current debarred or suspended bidder on the Federal "System For Award Management" website www.sam.gov. Is the bidder listed as debarred or suspended?</b>	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Sam.gov Unique Entity ID No. _____</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 pavement repairs of arterial classified streets and/ or highways, in the past 7 years.</li> <li>• Work includes grinding, patching and overlay.</li> <li>• Contract value exceeding \$250,000.00.</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>

## Work Experience Form

List at least three construction projects on the attached Work Experience Form, each of which meet all of the following criteria:

- Successfully completed pavement repairs of arterial classified streets and/ or highways, in the past 7 years.
- Work includes grinding, patching, overlay and ADA ramp upgrades.
- Contract value exceeding \$250,000.00.

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Value \$ \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Value \$ \_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Value \$ \_\_\_\_\_

4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Value \$ \_\_\_\_\_

5. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Value \$ \_\_\_\_\_

## 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

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Subcontractor Name  
Work to be Performed

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# CONTRACT DOCUMENTS

**CONTRACT**

**CITY OF PORT ORCHARD  
2023 CITY WIDE ASPHALT REPAIR  
CONTRACT NO. \_\_\_\_\_**

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, **2023 City Wide Asphalt Repair**. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor's Bid Proposal dated \_\_\_\_\_, attached hereto and incorporated herein by this reference as if set forth in full. Contractor further represents that the services furnished under this Agreement will be performed in accordance with and as described in the attached plans and specifications and with the Port Orchard Municipal Code, the City's Public Works Standards, which includes (but is not limited to) the 2021 edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (which shall apply except where noted otherwise). All of these standards are by this reference incorporated herein and made a part hereof. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

The Contract Documents include:

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

Exhibit B – The Project Manual for the **2023 City Wide Asphalt Repair** Project.

Exhibit C – Retainage Options

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

## B. Time of Completion.

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

## C. Liquidated Damages.

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

## II. Non-Discrimination.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to compliance with the following Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42



U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### Title VI of the Civil Rights Act of 1964

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

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

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

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

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

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

5% RETAINAGE INVESTMENT OPTION<sup>1</sup>

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

Project Name: \_\_\_\_\_

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how the 5% retainage under this contract will be invested. Please complete and sign this form indication 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 circumstance.

\_\_\_\_\_  
*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-

**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: \_\_\_\_\_

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

PROJECT

PW PROJECT NO. 2023-003

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. 2023-003 ("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):

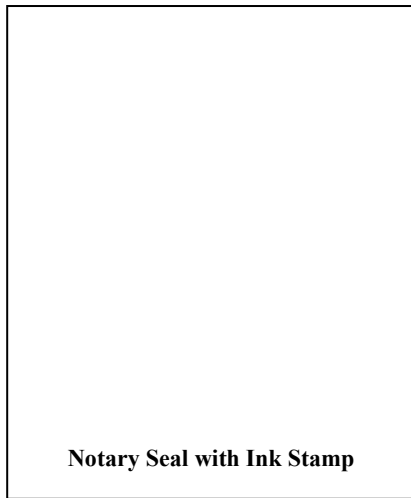
\_\_\_\_\_ of \_\_\_\_\_, the  
corporation,

\_\_\_\_\_ 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 \_\_\_\_\_

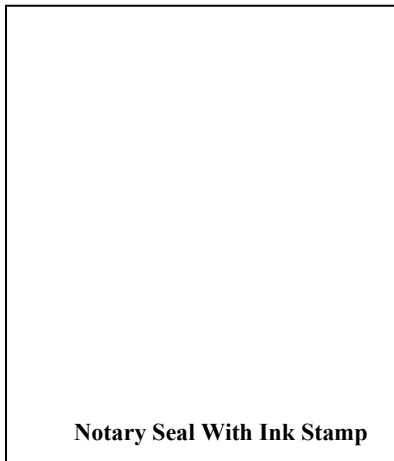
My Commission expires: \_\_\_\_\_

**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**

*Note: **This form must be completed at Contract Completion.** Before the Performance Bond (or the retainage when the performance bond is waived) can be released, the City must receive the two year Maintenance/Warranty Bond*

Project #: \_\_\_\_\_

Contract #: \_\_\_\_\_

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

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

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

RE: Project Name: \_\_\_\_\_

Owner/Developer/Contractor: \_\_\_\_\_

Project Address: \_\_\_\_\_

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

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

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

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

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

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or,

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

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

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

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

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

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

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



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

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

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SURETY COMPANY

DEVELOPER/OWNER

**(Signature must be notarized)**

**(Signature must be notarized)**

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

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

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

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

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

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

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

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

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

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

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

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

CHECK FOR ATTACHED NOTARY SIGNATURE

\_\_\_\_ Developer/Owner (Form P-1)

\_\_\_\_ Surety Company (Form P-2)

**FORM P1-NOTARY BLOCK**

**(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.

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

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

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

**FORM P2-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: \_\_\_\_\_

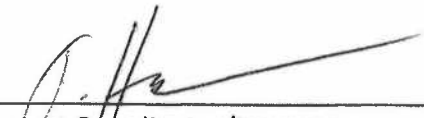
APPENDIX A  
CONTRACT PROVISIONS AND SPECIFICATIONS

Certificate Page

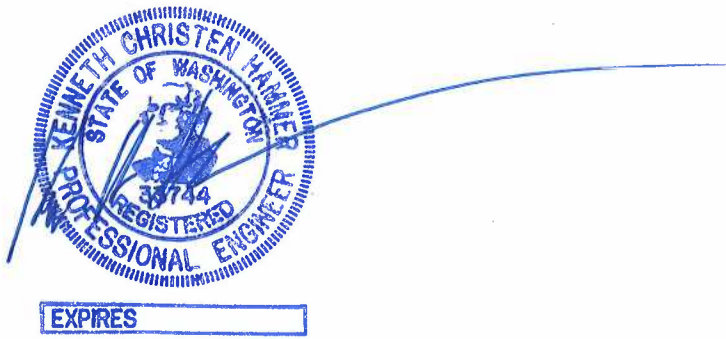
2023 Citywide Asphalt Repair Project

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

Recommended for approval:

  
\_\_\_\_\_  
Project Coordinator/Inspector  
Jeff Huffmyer

Approved:

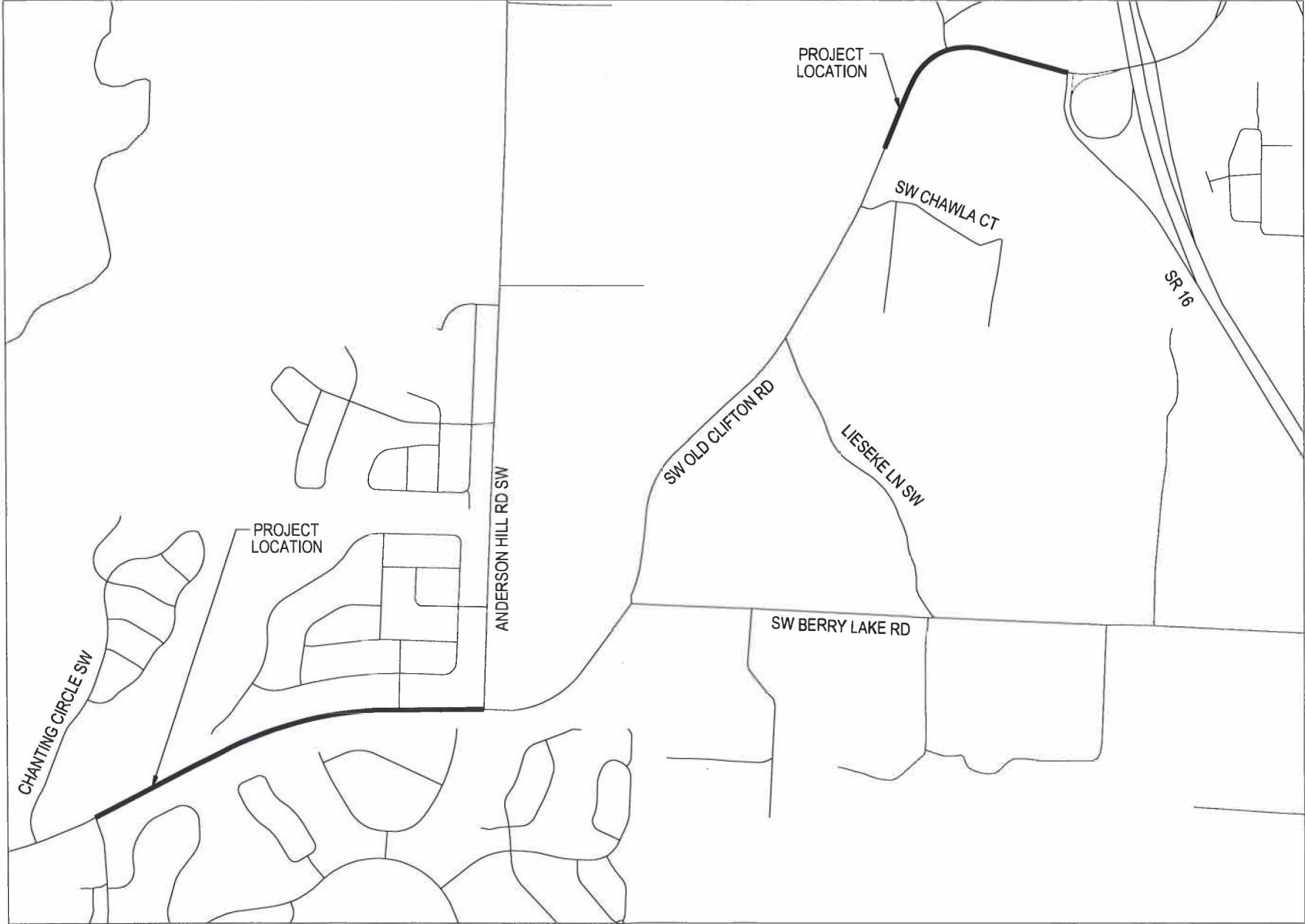


\_\_\_\_\_  
City Engineer  
Kenneth C. Hammer, PE

# 2023 CITYWIDE ASPHALT REPAIR - OLD CLIFTON OVERLAY

## CITY OF PORT ORCHARD PUBLIC WORKS DEPARTMENT

SHEET INDEX		
SHEET TITLE	DRAWING #	SHEET #
COVER SHEET	CV1	1
PAVING PLAN	PV1-PV5	2-6



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



DESIGN/CHECK/REVIEW	
REVISION TYPE	REVISIONS
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 J JH MAR 2023	PROJECT MANAGER K CHRIS HAMMER
CHECKED K CH MAR 2023	REVIEWED MAR 2023
DRAWN J JH MAR 2023	REVISED AS-BUILT
CHECKED K CH MAR 2023	

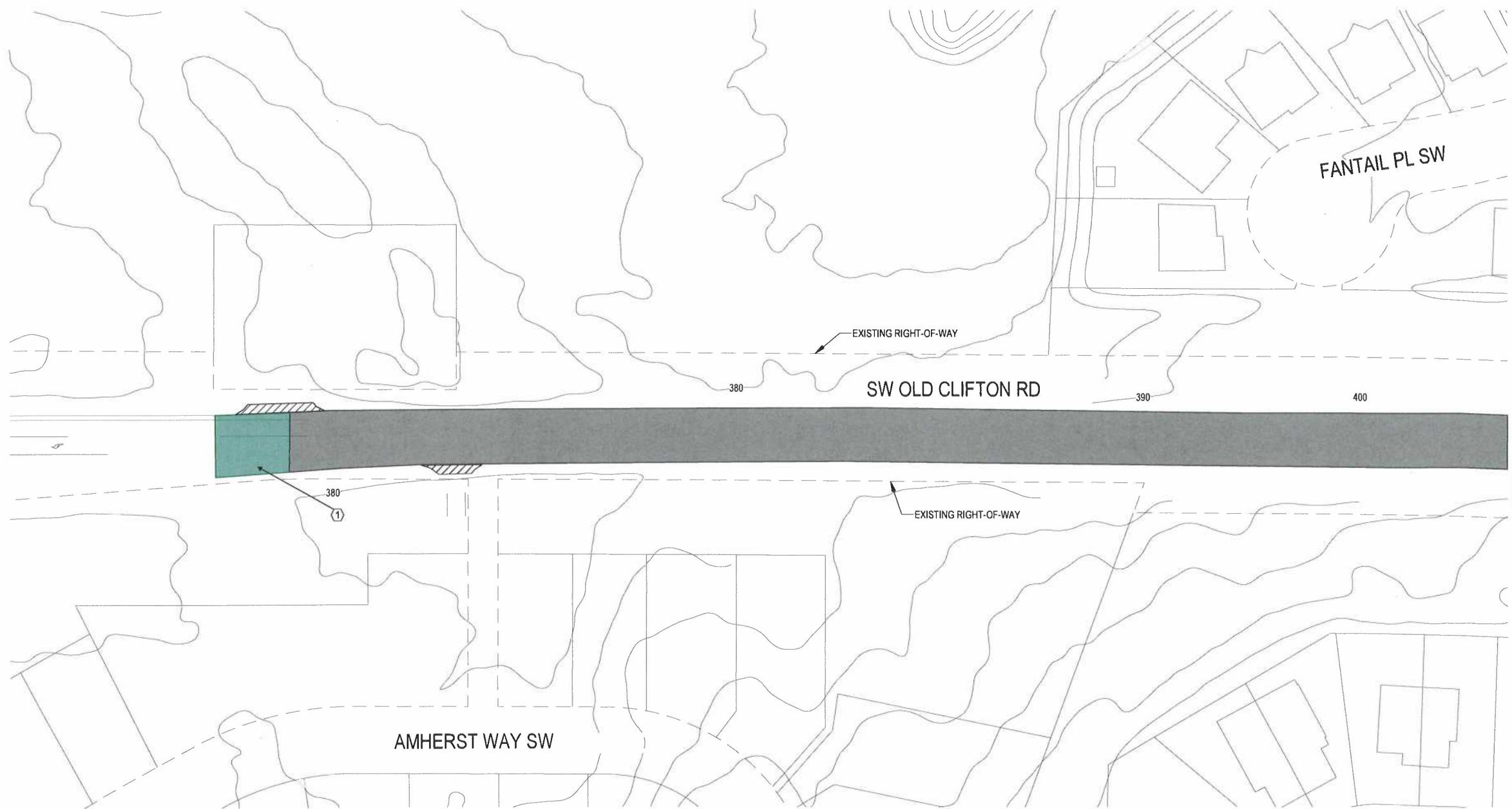
All work done in accordance with the City of Port Orchard Public Works Engineering Standards and Specifications in effect on the date shown above, and supplemented by Project Provisions.



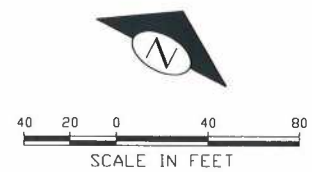
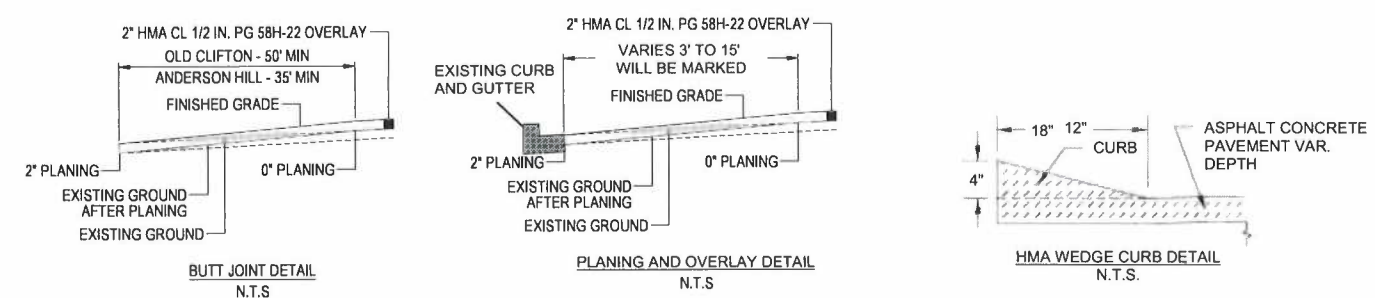
2023 CITYWIDE ASPHALT REPAIR - OLD CLIFTON  
 OVERLAY  
 COVER SHEET

PLAN NO.  
**CV1**  
  
SHEET  
1 OF 6

SEC. 4 T.23N. R.1E. W.M.



- GENERAL NOTES:**
- PAVEMENT OVERLAY LOCATIONS SHALL BE COORDINATED WITH THE CITY OF PORT ORCHARD ENGINEER.
  - 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.
  - CONTRACTOR SHALL CRACK SEAL ALL PAVEMENT CRACKS IN LOCATIONS OF OVERLAY PRIOR TO OVERLAY IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
  - ALL UTILITIES SHALL BE ADJUSTED TO FINISHED GRADE UNLESS NOTED OTHERWISE.
  - THE CONTRACTOR SHALL REPLACE EXISTING CHANNELIZATION IN KIND UPON COMPLETION OF THE OVERLAY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN EXISTING PAVEMENT MARKING AND STRIPING LOCATIONS PRIOR TO PAVING.
  - PAVEMENT PATCHES AND CRACK SEALING ARE NOT SHOWN ON THESE PLANS AND WILL BE AS MARKED IN THE FIELD BY THE ENGINEER. ESTIMATED QUANTITIES ARE PROVIDED IN THE PROPOSAL FOR UNIFORM BIDDING PURPOSES.
  - THEROMPLASTIC TO BE TYPE A- HOT LIQUID.
- CONSTRUCTION NOTES:**
- ADJUST VALVE BOX TO GRADE
  - ADJUST CATCH BASIN TO GRADE
  - ADJUST MANHOLE TO GRADE
  - INSTALL INLET PROTECTION PER WSDOT STD. PLAN I-40.20
- LEGEND:**
- 2" HMA CL. 1/2 IN. PG 58H-22 OVERLAY
  - BUTT JOINT PER DETAIL ON PV1
  - PLANING AND OVERLAY PER DETAIL ON PV1



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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	JJH MAR 2023	PROJECT MANAGER	K. CHRIS HAMMER
CHECKED	KCH MAR 2023	REVIEWED	MAR 2023
DRAWN	JJH MAR 2023		
CHECKED	KCH MAR 2023	REVISED AS-BUILT	

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2023 CITYWIDE ASPHALT REPAIR - OLD CLIFTON  
 OVERLAY  
 PAVING PLAN

PLAN NO.  
**PV1**  
 SHEET  
 2 OF 6

DATE	REVISION TYPE	DESIGN/CHECK/REVIEW/D

Engineer's Stamp



SEC. 4 T.23N. R.1E. W.M.




GENERAL NOTES:

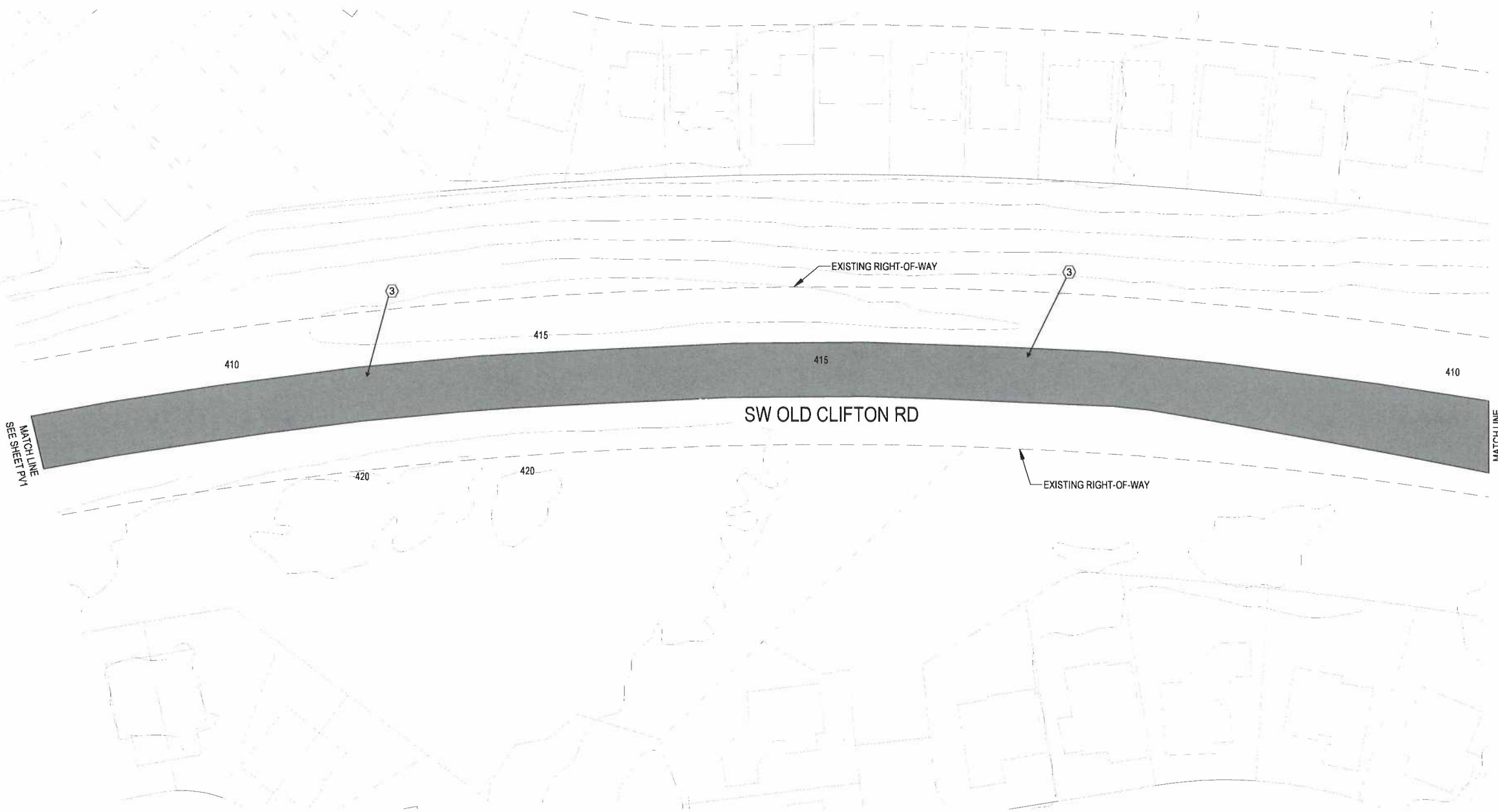
1. PAVEMENT OVERLAY LOCATIONS SHALL BE COORDINATED WITH THE CITY OF PORT ORCHARD ENGINEER.
2. STORM DRAIN INLET PROTECTION PER WSDOT STD. PLAN I-40.20 SHALL BE INSTALLED IN ALL EXISTING CATCH BASINS BEFORE COMMENCING WORK PER THESE PLANS.
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4. ALL UTILITIES SHALL BE ADJUSTED TO FINISHED GRADE UNLESS NOTED OTHERWISE.
5. THE CONTRACTOR SHALL REPLACE EXISTING CHANNELIZATION IN KIND UPON COMPLETION OF THE OVERLAY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN EXISTING PAVEMENT MARKING AND STRIPING LOCATIONS PRIOR TO PAVING.
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7. THEROMPLASTIC TO BE TYPE A- HOT LIQUID

CONSTRUCTION NOTES:

- ① ADJUST VALVE BOX TO GRADE
- ② ADJUST CATCH BASIN TO GRADE
- ③ ADJUST MANHOLE TO GRADE
- ④ INSTALL INLET PROTECTION PER WSDOT STD. PLAN I-40.20

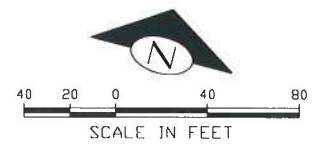
LEGEND:

-  2" HMA CL. 1/2 IN. PG 58H-22 OVERLAY
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DATE	REVISION	TYPE	CHECKED	DESIGNED

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2023 CITYWIDE ASPHALT REPAIR - OLD CLIFTON  
 OVERLAY  
 PAVING PLAN

PLAN NO  
**PV2**  
 SHEET  
 3 OF 6



SEC. 4 T.23N. R.1E. W.M.




GENERAL NOTES:

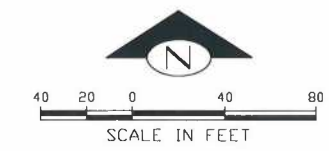
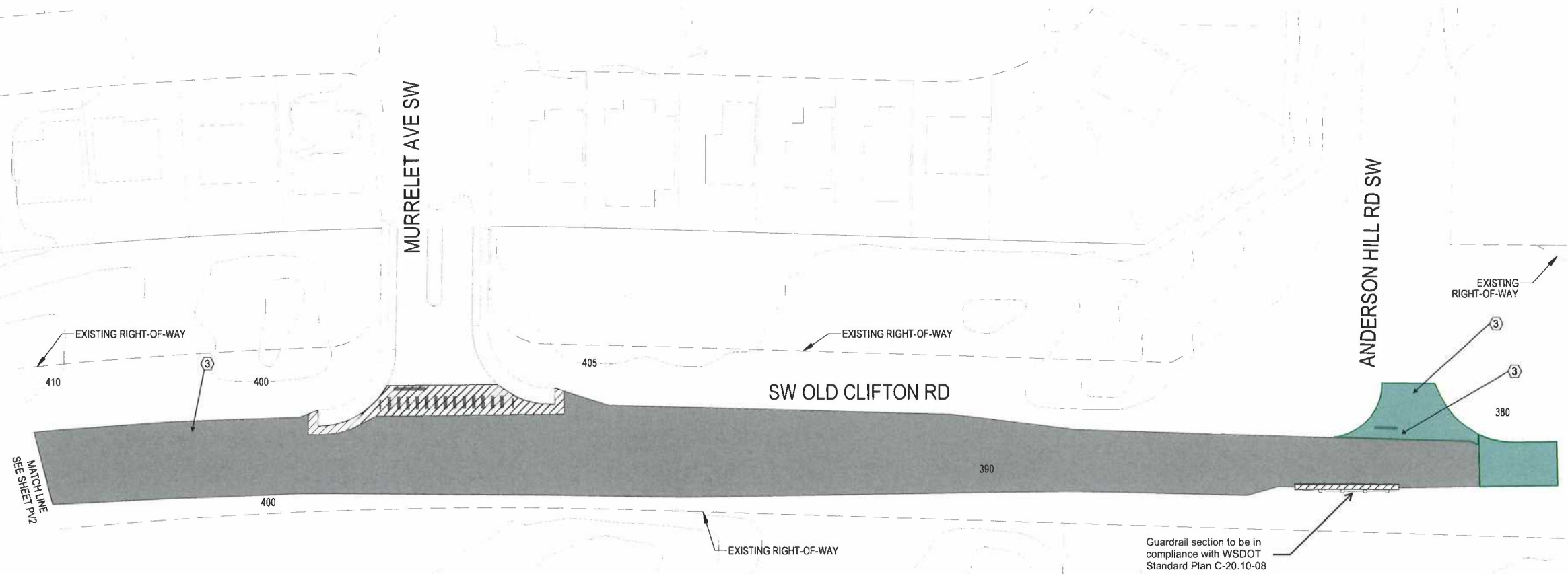
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- THEROMPLASTIC TO BE TYPE A- HOT LIQUID.

CONSTRUCTION NOTES:

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- ADJUST CATCH BASIN TO GRADE
- ADJUST MANHOLE TO GRADE
- INSTALL INLET PROTECTION PER WSDOT STD. PLAN I-40.20

LEGEND:

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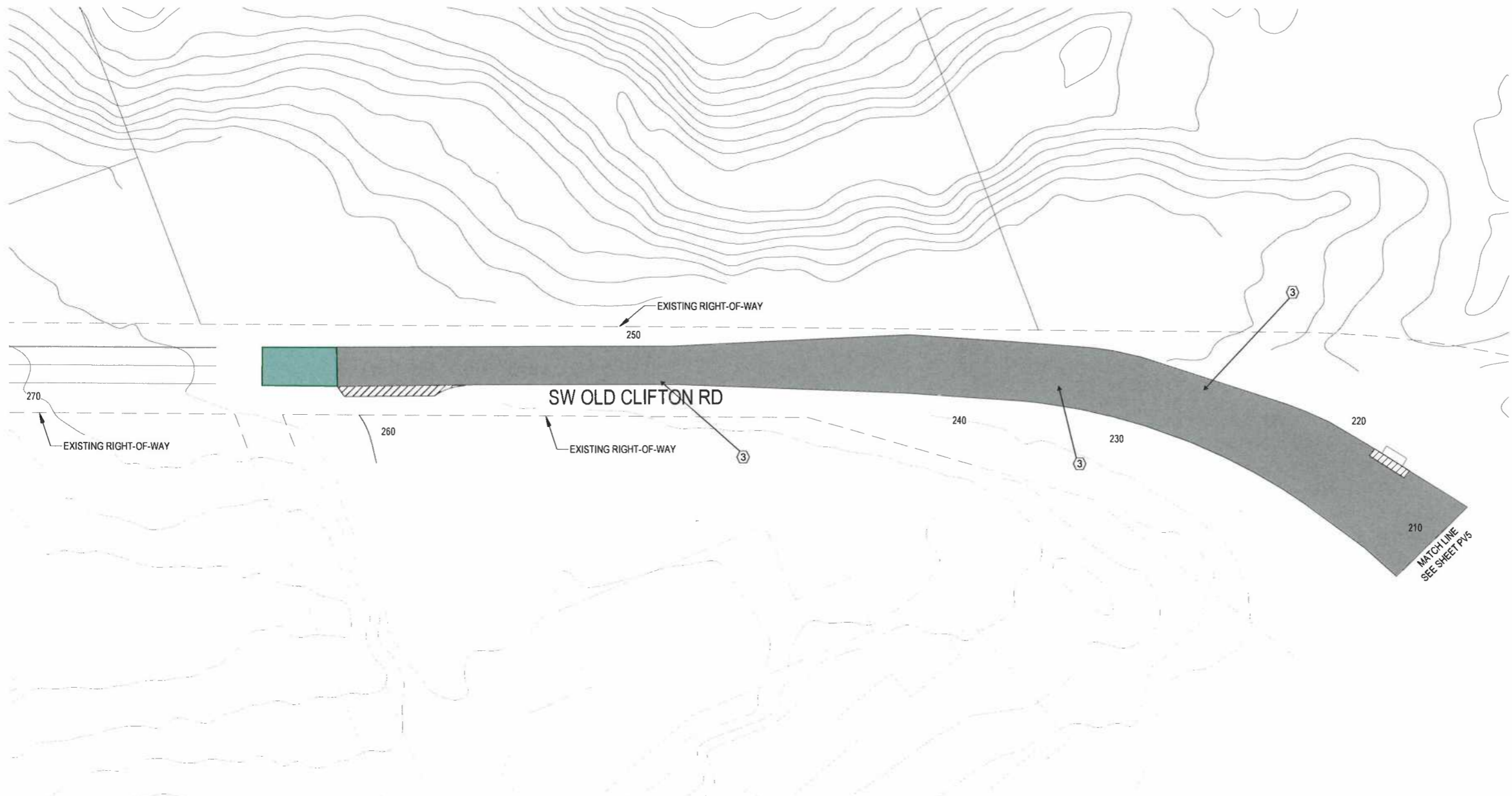
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2023 CITYWIDE ASPHALT REPAIR - OLD CLIFTON  
 OVERLAY  
 PAVING PLAN

PLAN NO.  
**PV3**  
 SHEET  
 4 OF 6

SEC. 34 T.24N. R.1E. W.M.

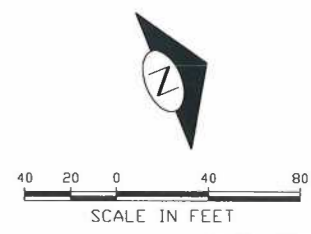


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  - 7.
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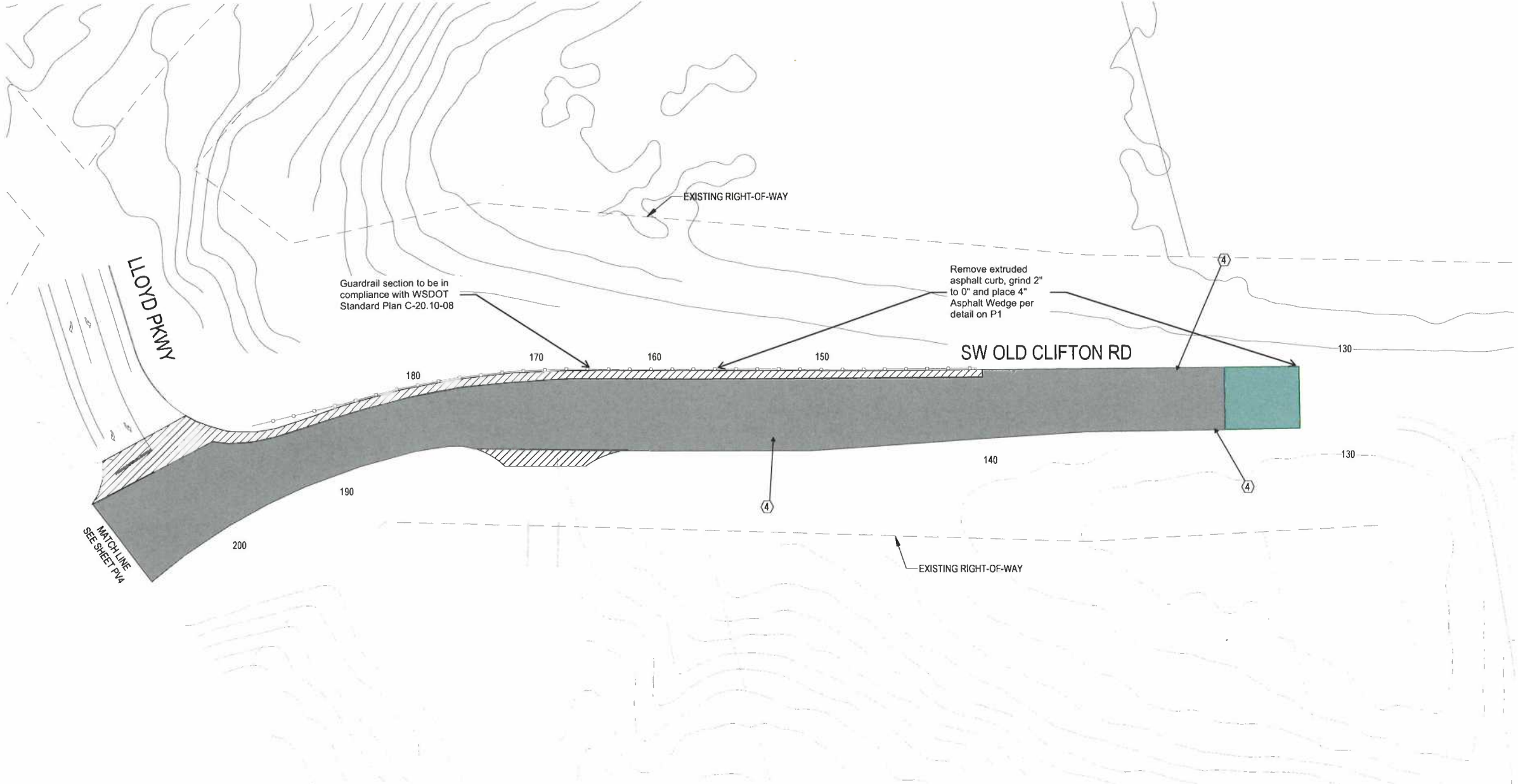


2023 CITYWIDE ASPHALT REPAIR - OLD CLIFTON  
 OVERLAY  
 PAVING PLAN

PLAN NO  
**PV4**  
 SHEET  
 5 OF 6

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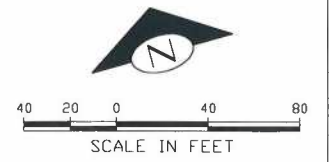
SEC. 34 T.24N. R.1E. W.M.



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DATE	REVISION	TYPE	REVISIONS
		DESIGN	CHECK
		D	REVIEW

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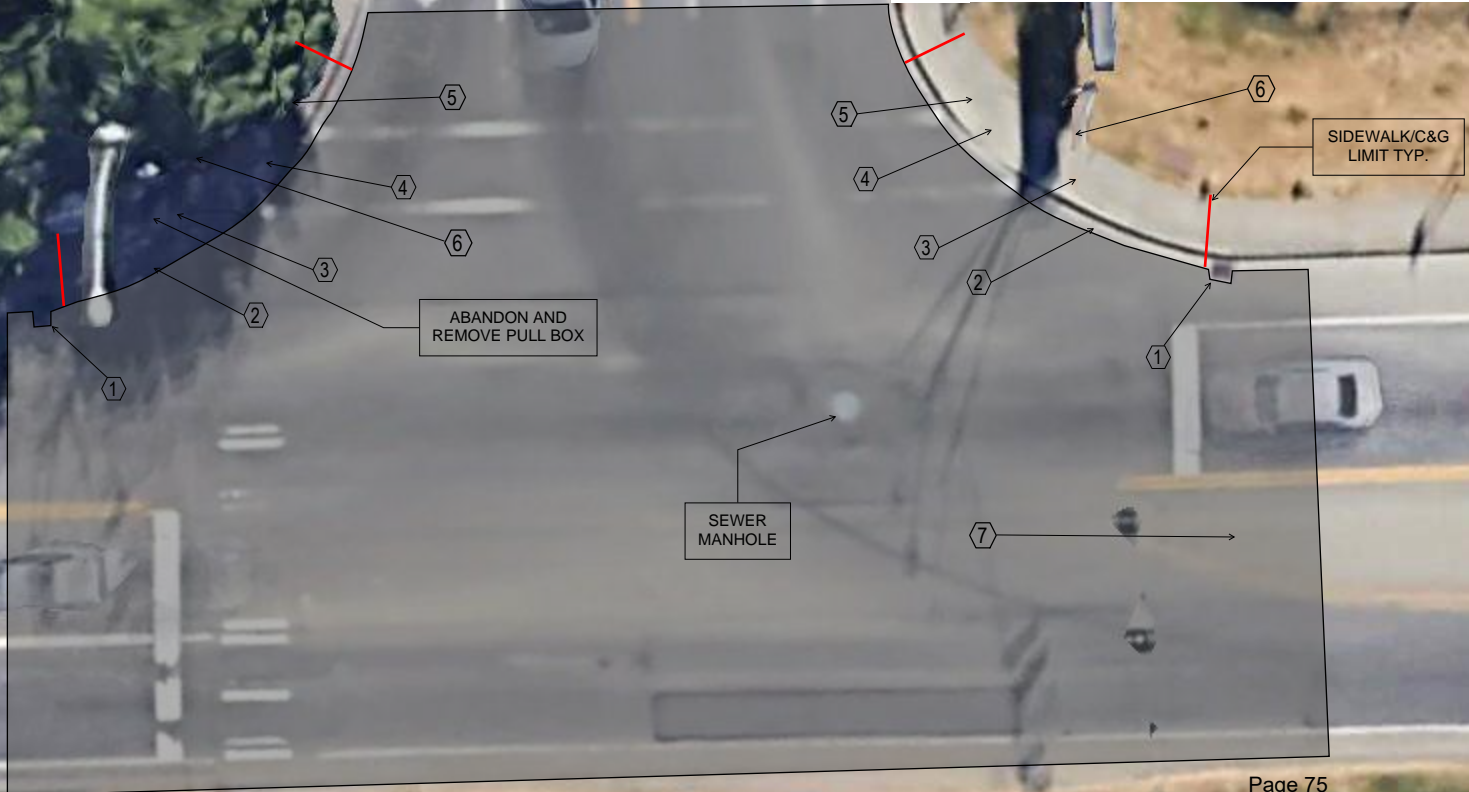
2023 CITYWIDE ASPHALT REPAIR - OLD CLIFTON  
 OVERLAY  
 PAVING PLAN

PLAN NO.  
**PV5**  
 SHEET  
 6 OF 6



GRIND AND PAVE SECTION

- ① INSTALL INLET PROTECTION PER WSDOT STD PLAN I-40.20
- ② REMOVE EXISTING CURB AND GUTTER (INCL. IN ROADWAY EXCAVATION INCL. HAUL)
- ③ REMOVE CEMENT CONCRETE SIDEWALK
- ④ INSTALL CEMENT CONC. CURB RAMP TYPE PARALLEL A PER WSDOT STD. PLAN F-40.12
- ⑤ INSTALL CEMENT CONC. SIDEWALK PER COPO STD. PLAN 340
- ⑥ CEMENT CONC. PEDESTRIAN CURB PER COPO STD. PLAN 301
- ⑦ REMOVE TRAFFIC LOOPS (COST IS INCIDENTAL TO AND INCLUDED IN ROADWAY EXCAVATION AND INCL. HAUL)



1 **INTRODUCTION TO THE SPECIAL PROVISIONS**

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

4  
5 The work on this project shall be accomplished in accordance with the *Standard Specifications*  
6 *for Road, Bridge and Municipal Construction*, 2023 edition, as issued by the Washington State  
7 Department of Transportation (WSDOT) and the American Public Works Association (APWA),  
8 Washington State Chapter (hereafter “Standard Specifications”). The Standard  
9 Specifications, as modified or supplemented by the Amendments to the Standard  
10 Specifications and these Special Provisions, all of which are made a part of the Contract  
11 Documents, shall govern all of the Work.

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

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

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

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

- 28
- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted  
29 edition, with Washington State modifications, if any
  - *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current  
30 edition
  - City of Port Orchard Engineering Standards, current edition
- 31  
32  
33

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

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

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

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

45 **Dates**

46 ***Bid Opening Date***

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

- 1           **Award Date**
- 2           The date of the formal decision of the Contracting Agency to accept the lowest
- 3           responsible and responsive Bidder for the Work.
- 4           **Contract Execution Date**
- 5           The date the Contracting Agency officially binds the Agency to the Contract.
- 6           **Notice to Proceed Date**
- 7           The date stated in the Notice to Proceed on which the Contract time begins.
- 8           **Substantial Completion Date**
- 9           The day the Engineer determines the Contracting Agency has full and unrestricted
- 10          use and benefit of the facilities, both from the operational and safety standpoint, any
- 11          remaining traffic disruptions will be rare and brief, and only minor incidental work,
- 12          replacement of temporary substitute facilities, plant establishment periods, or
- 13          correction or repair remains for the Physical Completion of the total Contract.
- 14          **Physical Completion Date**
- 15          The day all of the Work is physically completed on the project. All documentation
- 16          required by the Contract and required by law does not necessarily need to be
- 17          furnished by the Contractor by this date.
- 18          **Completion Date**
- 19          The day all the Work specified in the Contract is completed and all the obligations of
- 20          the Contractor under the contract are fulfilled by the Contractor. All documentation
- 21          required by the Contract and required by law must be furnished by the Contractor
- 22          before establishment of this date.
- 23          **Final Acceptance Date**
- 24          The date on which the Contracting Agency accepts the Work as complete.
- 25
- 26          Supplement this Section with the following:
- 27
- 28                All references in the Standard Specifications, Amendments, or WSDOT General Special
- 29                Provisions, to the terms “Department of Transportation”, “Washington State
- 30                Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”,
- 31                “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.
- 32
- 33                All references to the terms “State” or “state” shall be revised to read “Contracting
- 34                Agency” unless the reference is to an administrative agency of the State of Washington,
- 35                a State statute or regulation, or the context reasonably indicates otherwise.
- 36
- 37                All references to “State Materials Laboratory” shall be revised to read “Contracting
- 38                Agency designated location”.
- 39
- 40                All references to “final contract voucher certification” shall be interpreted to mean the
- 41                Contracting Agency form(s) by which final payment is authorized, and final completion
- 42                and acceptance granted.
- 43
- 44                **Additive**
- 45                A supplemental unit of work or group of bid items, identified separately in the Bid
- 46                Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition
- 47                to the base bid.
- 48

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

35       **Bid Procedures and Conditions**

36

37       **1-02.5     Proposal Forms**

38       *(July 31, 2017 APWA GSP)*

39

40       Delete this section and replace it with the following:

41

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

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

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

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

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

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

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

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

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

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

52

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

5  
6 **Preparation of Proposal**

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

9  
10 (August 2, 2004)

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

12  
13 **1-02.7 Bid Deposit**

14 *(March 8, 2013 APWA GSP)*

15  
16 Supplement this section with the following:

17  
18 Bid bonds shall contain the following:

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

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

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

34  
35 **1-02.9 Delivery of Proposal**

36 *(December 19, 2019 APWA GSP, Option A)*

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

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

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

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



- 1 • UDBE Bid Item Breakdown (WSDOT 272-054)
- 2 • UDBE Trucking Credit Form (WSDOT 272-058)
- 3

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

8  
9 If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed  
10 envelope labeled the same as for the Proposal, with “Supplemental Information” added.  
11 All other information required to be submitted with the Bid Proposal must be submitted  
12 with the Bid Proposal itself, at the time stated in the Call for Bids.

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

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

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.

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**1-02.13 Irregular Proposals**  
(December 19, 2019 APWA GSP)

Delete this section and replace it with the following:

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

1 **1-02.14 Disqualification of Bidders**

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

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

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

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

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

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

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

29  
30 2. **Federal Debarment**

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

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

38  
39 3. **Subcontractor Responsibility**

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

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

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

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

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

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

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

25  
26 **5. Public Bidding Crime**

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

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

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

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

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

49  
50 **7. Lawsuits**

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

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

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

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

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

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

13 Revise this section to read:

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

30 **Award and Execution of Contract**

31

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

35 Revise this section to read:

36

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

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

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

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

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

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
  - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
  - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

**Scope of the Work**

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

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

5 Revise the second paragraph to read:  
6

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

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

18 **Control of Work**

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

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

23 Supplement this section with the following:  
24

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45  
46 **1-05.14 Cooperation With Other Contractors**  
47 *(March 13, 1995)*

48  
49 **Other Contracts or Other Work**

50

1 It is anticipated that the following work adjacent to or within the limits of this project will be  
2 performed by others during the course of this project and will require coordination of the work:  
3 (\*\*\*\*\*)

4 Work to be coordinated with the "Sinclair Ridge SR16 Off-Site Improvement" Project.  
5 Owner/Applicant- Century Communities 425-775-8661  
6  
7

8 **1-05.15 Method of Serving Notices**

9 *(March 25, 2009 APWA GSP)*

10 Revise the second paragraph to read:

11  
12 All correspondence from the Contractor shall be directed to the Project Engineer. All  
13 correspondence from the Contractor constituting any notification, notice of protest, notice  
14 of dispute, or other correspondence constituting notification required to be furnished  
15 under the Contract, must be in paper format, hand delivered or sent via mail delivery  
16 service to the Project Engineer's office. Electronic copies such as e-mails or  
17 electronically delivered copies of correspondence will not constitute such notice and will  
18 not comply with the requirements of the Contract.  
19

20 Add the following new section:

21  
22 **1-05.16 Water and Power**  
23 *(October 1, 2005 APWA GSP)*  
24

25 The Contractor shall make necessary arrangements, and shall bear the costs for power  
26 and water necessary for the performance of the work, unless the contract includes power  
27 and water as a pay item.  
28

29 **Legal Relations and Responsibilities to the Public**

30  
31 **1-07.2 State Taxes**  
32

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

34  
35 **1-07.2 State Sales Tax**  
36 *(June 27, 2011 APWA GSP)*  
37

38 The Washington State Department of Revenue has issued special rules on the State  
39 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The  
40 Contractor should contact the Washington State Department of Revenue for answers to  
41 questions in this area. The Contracting Agency will not adjust its payment if the  
42 Contractor bases a bid on a misunderstood tax liability.  
43

44 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other  
45 contract amounts. In some cases, however, state retail sales tax will not be included.  
46 Section 1-07.2(2) describes this exception.  
47

48 The Contracting Agency will pay the retained percentage (or release the Contract Bond if  
49 a FHWA-funded Project) only if the Contractor has obtained from the Washington State  
50 Department of Revenue a certificate showing that all contract-related taxes have been  
51 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the

1 Contractor any amount the Contractor may owe the Washington State Department of  
2 Revenue, whether the amount owed relates to this contract or not. Any amount so  
3 deducted will be paid into the proper State fund.  
4

5 **1-07.2(1) State Sales Tax — Rule 171**  
6

7 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,  
8 roads, etc., which are owned by a municipal corporation, or political subdivision of the  
9 state, or by the United States, and which are used primarily for foot or vehicular traffic.  
10 This includes storm or combined sewer systems within and included as a part of the  
11 street or road drainage system and power lines when such are part of the roadway  
12 lighting system. For work performed in such cases, the Contractor shall include  
13 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract  
14 amounts, including those that the Contractor pays on the purchase of the materials,  
15 equipment, or supplies used or consumed in doing the work.  
16

17 **1-07.2(2) State Sales Tax — Rule 170**  
18

19 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or  
20 existing buildings, or other structures, upon real property. This includes, but is not  
21 limited to, the construction of streets, roads, highways, etc., owned by the state of  
22 Washington; water mains and their appurtenances; sanitary sewers and sewage  
23 disposal systems unless such sewers and disposal systems are within, and a part of, a  
24 street or road drainage system; telephone, telegraph, electrical power distribution lines,  
25 or other conduits or lines in or above streets or roads, unless such power lines become a  
26 part of a street or road lighting system; and installing or attaching of any article of  
27 tangible personal property in or to real property, whether or not such personal property  
28 becomes a part of the realty by virtue of installation.  
29

30 For work performed in such cases, the Contractor shall collect from the Contracting  
31 Agency, retail sales tax on the full contract price. The Contracting Agency will  
32 automatically add this sales tax to each payment to the Contractor. For this reason, the  
33 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other  
34 contract amount subject to Rule 170, with the following exception.  
35

36 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor  
37 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or  
38 consumable supplies not integrated into the project. Such sales taxes shall be included  
39 in the unit bid item prices or in any other contract amount.  
40

41 **1-07.2(3) Services**  
42

43 The Contractor shall not collect retail sales tax from the Contracting Agency on any  
44 contract wholly for professional or other services (as defined in Washington State  
45 Department of Revenue Rules 138 and 244).  
46

47 **Sanitation**  
48

49 ***Health Hazards***  
50

51 Section 1-07.4(2) is supplemented with the following:  
52

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

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

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

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

**COVID-19 Health and Safety Plan (CHSP) Inspection**

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

**Utilities and Similar Facilities**

Section 1-07.17 is supplemented with the following:

(April 2, 2007)

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

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

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

**Prosecution and Progress**

1 **1-08.4 Prosecution of Work**

2

3 Delete this section and replace it with the following:

4

5 **1-08.4 Notice to Proceed and Prosecution of Work**

6 *(July 23, 2015 APWA GSP)*

7

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

17

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

25

26 **Temporary Traffic Control**

27

28 **General**

29

30 **1-10.2(1)A Traffic Control Management**

31

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

33

- 34 The responsibilities of the Contractor's traffic control management personnel shall include:
- 35 1. Overseeing and approving the actions of the Traffic Control Supervisor (TCS) to ensure  
36 that proper safety and traffic control measures are implemented and consistent with the  
37 specific requirements created by the Contractor's work zones and the Contract. Some form  
38 of oversight shall be in place and effective even when the traffic control management  
39 personnel are not present at the jobsite.
  - 40 2. Providing the Contractor's designated TCS with the Contract or Engineer accepted traffic  
41 control plans (TCPs) which are compatible with the Work operations and traffic control for  
42 which they will be implemented.
  - 43 3. Discussing proposed traffic control measures and coordinating implementation of the  
44 Contractor-accepted traffic control plan(s) with the Engineer.
  - 45 4. Coordinating all traffic control operations, including those of subcontractors and  
46 suppliers, with each other and with any adjacent construction or maintenance operations.
  - 47 5. Coordinating the project's activities (such as ramp closures, road closures, and lane  
48 closures) with appropriate police, fire control agencies, city or county engineering, medical  
49 emergency agencies, school districts, and transit companies.
  - 50 6. Overseeing all requirements of the Contract that contribute to the convenience, safety,  
51 and orderly movement of vehicular and pedestrian traffic.
  - 52 7. Reviewing the TCS's diaries daily and being aware of field traffic control operations.

- 1 8. Being present on-site a sufficient amount of time to adequately satisfy the abovelisted
- 2 responsibilities.
- 3 9. Have available at all times all applicable standards and specifications as described in
- 4 Section 1-10.2(3).

5  
6 Failure to carry out any of the above-listed responsibilities shall be a failure to comply with  
7 the Contract and may result in a suspension of Work as described in Section 1-08.6.

8  
9 **Measurement**

10  
11 ***Lump Sum Bid for Project (No Unit Items)***

12  
13 Section 1-10.4(1) is supplemented with the following:

14  
15 (August 2, 2004)  
16 The proposal contains the item "Project Temporary Traffic Control", lump sum. The  
17 provisions of Section 1-10.4(1) shall apply.

18  
19 **Division 2**  
20 **Earthwork**

21  
22 **Removal of Structures and Obstructions**

23  
24 **2-02 Removal of Structures and Obstructions**  
25 (March 13, 1995)

26  
27 **2-02.1 Description**

28 This work shall consist of removing miscellaneous traffic items.

29  
30 **2-02.3 Removing Miscellaneous Traffic Items**

31 The following miscellaneous traffic items shall be removed and disposed of:

32  
33 **\*\*\* Asphalt Extruded Curbs \*\*\***

34  
35 Where shown in the Plans or where directed by the Engineer, remove the existing  
36 asphalt extruded curb as staked or otherwise designated by the Engineer.

37  
38 **2-02.5 Payment**

39 (September 8, 1997)  
40 "Removing \*\*\* Asphalt Extruded Curb \*\*\* Curb", per linear foot.

41  
42  
43  
44  
45  
46  
47 **Division 5**  
48 **Surface Treatments and Pavements**

49  
50 **Hot Mix Asphalt**

51

1 **5-04 Hot Mix Asphalt**  
2 *(July 18, 2018 APWA GSP)*

3  
4 Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:  
5

6 **5-04.1 Description**

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

13  
14 HMA shall be composed of asphalt binder and mineral materials as may be required,  
15 mixed in the proportions specified to provide a homogeneous, stable,  
16 and workable mixture.  
17

18 **5-04.2 Materials**

19 Materials shall meet the requirements of the following sections:

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

33 The Contract documents may establish that the various mineral materials required for  
34 the manufacture of HMA will be furnished in whole or in part by the Contracting Agency.  
35 If the documents do not establish the furnishing of any of these mineral materials by the  
36 Contracting Agency, the Contractor shall be required to furnish such materials in the  
37 amounts required for the designated mix. Mineral materials include coarse and fine  
38 aggregates, and mineral filler.  
39

40 The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production  
41 of HMA. The RAP may be from pavements removed under the Contract, if any, or  
42 pavement material from an existing stockpile.  
43

44 The Contractor may use up to 20 percent RAP by total weight of HMA with no additional  
45 sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of  
46 one sample for every 1,000 tons produced and not less than ten samples per project.  
47 The asphalt content and gradation test data shall be reported to the Contracting Agency



1 when submitting the mix design for approval on the QPL. The Contractor shall include  
2 the RAP as part of the mix design as defined in these Specifications.

3  
4 The grade of asphalt binder shall be as required by the Contract. Blending of asphalt  
5 binder from different sources is not permitted.

6  
7 The Contractor may only use warm mix asphalt (WMA) processes in the production of  
8 HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to  
9 the Engineer for approval the process that is proposed and how it will be used in the  
10 manufacture of HMA.

11  
12 Production of aggregates shall comply with the requirements of Section 3-01.  
13 Preparation of stockpile site, the stockpiling of aggregates, and the removal of  
14 aggregates from stockpiles shall comply with the requirements of Section 3-02.

15  
16 **5-04.2(1) How to Get an HMA Mix Design on the QPL**  
17 If the contractor wishes to submit a mix design for inclusion in the Qualified Products List  
18 (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

19  
20 **5-04.2(1)A Vacant**  
21

22 **5-04.2(2) Mix Design – Obtaining Project Approval**  
23 No paving shall begin prior to the approval of the mix design by the Engineer.

24  
25 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA  
26 in the contract documents.

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

35  
36 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the contractor  
37 shall provide one of the following mix design verification certifications for Contracting  
38 Agency review;

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

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

6  
7 Mix designs for HMA accepted by Nonstatistical evaluation shall;  
8

- 9 • Have the aggregate structure and asphalt binder content determined in  
10 accordance with WSDOT Standard Operating Procedure 732 and meet the  
11 requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and  
12 stripping are at the discretion of the Engineer, and 9-03.8(6).
- 13 • Have anti-strip requirements, if any, for the proposed mix design determined in  
14 accordance with AASHTO T 283 or T 324, or based on historic anti-strip and  
15 aggregate source compatibility from previous WSDOT lab testing.  
16

17 At the discretion of the Engineer, agencies may accept verified mix designs older than 12  
18 months from the original verification date with a certification from the Contractor that the  
19 materials and sources are the same as those shown on the original mix design.  
20

21 Commercial Evaluation Approval of a mix design for "Commercial Evaluation" will be  
22 based on a review of the Contractor's submittal of WSDOT Form 350-042 (For  
23 commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the  
24 current WSDOT QPL or from one of the processes allowed by this section. Testing of the  
25 HMA by the Contracting Agency for mix design approval is not required.  
26

27 For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and  
28 design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.  
29

### 30 **5-04.2(2)B Using Warm Mix Asphalt Processes**

31 The Contractor may elect to use additives that reduce the optimum mixing temperature  
32 or serve as a compaction aid for producing HMA. Additives include organic additives,  
33 chemical additives and foaming processes. The use of Additives is subject to the  
34 following:  
35

- 36 • Do not use additives that reduce the mixing temperature more than allowed in  
37 Section 5-04.3(6) in the production of mixtures.
- 38 • Before using additives, obtain the Engineer's approval using WSDOT Form 350-  
39 076 to describe the proposed additive and process.

### 41 **5-04.3 Construction Requirements**

#### 42 **5-04.3(1) Weather Limitations**

43 Do not place HMA for wearing course on any Traveled Way beginning October 1st  
44 through March 31st of the following year without written concurrence from the Engineer.  
45  
46

1 Do not place HMA on any wet surface, or when the average surface temperatures are  
2 less than those specified below, or when weather conditions otherwise prevent the  
3 proper handling or finishing of the HMA.  
4

5 **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

6

7 **5-04.3(2) Paving Under Traffic**

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

10

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

17

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

20

21 During paving operations, temporary pavement markings shall be maintained throughout  
22 the project. Temporary pavement markings shall be installed on the Roadway prior to  
23 opening to traffic. Temporary pavement markings shall be in accordance with Section 8-  
24 23.

25

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

29

30 **5-04.3(3) Equipment**

31

32 **5-04.3(3)A Mixing Plant**

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

34

- 35 1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of  
36 asphalt binder shall be equipped to heat and hold the material at the required  
37 temperatures. The heating shall be accomplished by steam coils, electricity, or  
38 other approved means so that no flame shall be in contact with the storage tank.  
39 The circulating system for the asphalt binder shall be designed to ensure proper

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

33  
 34 **5-04.3(3)B Hauling Equipment**

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

41  
 42 The contractor shall provide an environmentally benign means to prevent the HMA  
 43 mixture from adhering to the hauling equipment. Excess release agent shall be drained  
 44 prior to filling hauling equipment with HMA. Petroleum derivatives or other coating  
 45 material that contaminate or alter the characteristics of the HMA shall not be used. For  
 46 live bed trucks, the conveyer shall be in operation during the process of applying the  
 47 release agent.

48  
 49 **5-04.3(3)C Pavers**

1 HMA pavers shall be self-contained, power-propelled units, provided with an internally  
2 heated vibratory screed and shall be capable of spreading and finishing courses of HMA  
3 plant mix material in lane widths required by the paving section shown in the Plans.  
4

5 The HMA paver shall be in good condition and shall have the most current equipment  
6 available from the manufacturer for the prevention of segregation of the HMA mixture  
7 installed, in good condition, and in working order. The equipment certification shall list  
8 the make, model, and year of the paver and any equipment that has been retrofitted.  
9

10 The screed shall be operated in accordance with the manufacturer's recommendations  
11 and shall effectively produce a finished surface of the required evenness and texture  
12 without tearing, shoving, segregating, or gouging the mixture. A copy of the  
13 manufacturer's recommendations shall be provided upon request by the Contracting  
14 Agency. Extensions will be allowed provided they produce the same results, including  
15 ride, density, and surface texture as obtained by the primary screed. Extensions without  
16 augers and an internally heated vibratory screed shall not be used in the Traveled Way.  
17

18 When specified in the Contract, reference lines for vertical control will be required. Lines  
19 shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal  
20 control utilizing the reference line will be permitted. The grade and slope for intermediate  
21 lanes shall be controlled automatically from reference lines or by means of a mat  
22 referencing device and a slope control device. When the finish of the grade prepared for  
23 paving is superior to the established tolerances and when, in the opinion of the Engineer,  
24 further improvement to the line, grade, cross-section, and smoothness can best be  
25 achieved without the use of the reference line, a mat referencing device may be  
26 substituted for the reference line. Substitution of the device will be subject to the  
27 continued approval of the Engineer. A joint matcher may be used subject to the approval  
28 of the Engineer. The reference line may be removed after the completion of the first  
29 course of HMA when approved by the Engineer. Whenever the Engineer determines that  
30 any of these methods are failing to provide the necessary vertical control, the reference  
31 lines will be reinstalled by the Contractor.  
32

33 The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and  
34 accessories necessary for satisfactory operation of the automatic control equipment.  
35

36 If the paving machine in use is not providing the required finish, the Engineer may  
37 suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled  
38 on the pavement shall be thoroughly removed before paving proceeds.  
39

40 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

41 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's  
42 approval, unless other-wise required by the contract.  
43

44 Where an MTD/V is required by the contract, the Engineer may approve paving without  
45 an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable  
46 adjustment in cost or time is due.  
47

1 When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and  
2 prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a  
3 uniform temperature throughout the mixture. If a windrow elevator is used, the length of  
4 the windrow may be limited in urban areas or through intersections, at the discretion of  
5 the Engineer.  
6

7 To be approved for use, an MTV:

- 8
- 9 1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
  - 10 2. Shall not be connected to the hauling vehicle or paver.
  - 11 3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
  - 12 4. Shall mix the HMA after delivery by the hauling equipment and prior to  
13 placement into the paving machine.
  - 14 5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the  
15 mixture.

16

17 To be approved for use, an MTD:

- 18
- 19 1. Shall be positively connected to the paver.
  - 20 2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
  - 21 3. Shall mix the HMA after delivery by the hauling equipment and prior to  
22 placement into the paving machine.
  - 23 4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the  
24 mixture.

25

26 **5-04.3(3)E Rollers**

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

37

38 **5-04.3(4) Preparation of Existing Paved Surfaces**

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

42

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

46

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

5  
6           Before construction of HMA on an existing paved surface, the entire surface of the  
7           pavement shall be clean. All fatty asphalt patches, grease drippings, and other  
8           objectionable matter shall be entirely removed from the existing pavement. All  
9           pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement  
10          grindings, and other foreign matter. All holes and small depressions shall be filled with an  
11          appropriate class of HMA. The surface of the patched area shall be leveled and  
12          compacted thoroughly. Prior to the application of tack coat, or paving, the condition of  
13          the surface shall be approved by the Engineer.

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

25  
26          Equipment shall not operate on tacked surfaces until the tack has broken and cured. If  
27          the Contractor's operation damages the tack coat it shall be repaired prior to placement  
28          of the HMA.

29  
30          The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h  
31          emulsified asphalt may be diluted once with water at a rate not to exceed one part water  
32          to one part emulsified asphalt. The tack coat shall have sufficient temperature such that  
33          it may be applied uniformly at the specified rate of application and shall not exceed the  
34          maximum temperature recommended by the emulsified asphalt manufacturer.

35  
36                **5-04.3(4)A Crack Sealing**

37  
38                **5-04.3(4)A1 General**

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

41  
42                **Cleaning:** Ensure that cracks are thoroughly clean, dry and free of all loose and foreign  
43                material when filling with crack sealant material. Use a hot compressed air lance to dry  
44                and warm the pavement surfaces within the crack immediately prior to filling a crack with  
45                the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing  
46                cracks is not required.

47

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

7

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

17

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

19

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

21

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

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

24

25 **Hot Poured Sealant:** For cracks that are to be filled with hot poured sealant, apply the  
26 material in accordance with these requirements and the manufacturer's  
27 recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product  
28 information and recommendations to the Engineer prior to the start of work, including the  
29 manufacturer's recommended heating time and temperatures, allowable storage time  
30 and temperatures after initial heating, allowable reheating criteria, and application  
31 temperature range. Confine hot poured sealant material within the crack. Clean any  
32 overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the  
33 Contractor's method of sealing the cracks with hot poured sealant results in an excessive  
34 amount of material on the pavement surface, stop and correct the operation to eliminate  
35 the excess material.

36

### 37 **5-04.3(4)A2 Crack Sealing Areas Prior to Paving**

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

39

### 40 **5-04.3(4)A3 Crack Sealing Areas Not to be Paved**

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

42

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

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

45

### 46 **5-04.3(4)B Vacant**

47



1 **5-04.3(4)C Pavement Repair**

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

11

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

19

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

23

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

28

29 **5-04.3(5) Producing/Stockpiling Aggregates and RAP**

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

35

36 **5-04.3(5)A Vacant**

37

38 **5-04.3(6) Mixing**

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

43

44 When discharged, the temperature of the HMA shall not exceed the optimum mixing  
45 temperature by more than 25°F as shown on the reference mix design report or as  
46 approved by the Engineer. Also, when a WMA additive is included in the manufacture of  
47 HMA, the discharge temperature of the HMA shall not exceed the maximum  
48 recommended by the manufacturer of the WMA additive. A maximum water content of 2

1 percent in the mix, at discharge, will be allowed providing the water causes no problems  
2 with handling, stripping, or flushing. If the water in the HMA causes any of these  
3 problems, the moisture content shall be reduced as directed by the Engineer.  
4

5 Storing or holding of the HMA in approved storage facilities will be permitted with  
6 approval of the Engineer, but in no event shall the HMA be held for more than 24 hours.  
7 HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be  
8 disposed of by the Contractor at no expense to the Contracting Agency. The storage  
9 facility shall have an accessible device located at the top of the cone or about the third  
10 point. The device shall indicate the amount of material in storage. No HMA shall be  
11 accepted from the storage facility when the HMA in storage is below the top of the cone  
12 of the storage facility, except as the storage facility is being emptied at the end of the  
13 working shift.  
14

15 Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior  
16 to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is  
17 evidence of the recycled asphalt pavement not breaking down during the heating and  
18 mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until  
19 changes have been approved by the Engineer. After the required amount of mineral  
20 materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into  
21 the mixer the HMA shall be mixed until complete and uniform coating of the particles and  
22 thorough distribution of the asphalt binder throughout the mineral materials, and RAP is  
23 ensured.  
24

25 **5-04.3(7) Spreading and Finishing**

26 The mixture shall be laid upon an approved surface, spread, and struck off to the grade  
27 and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used  
28 to distribute the mixture. Unless otherwise directed by the Engineer, the nominal  
29 compacted depth of any layer of any course shall not exceed the following:  
30

31	HMA Class 1"	0.35 feet
32	HMA Class ¾" and HMA Class ½"	
33	wearing course	0.30 feet
34	other courses	0.35 feet
35	HMA Class ⅜"	0.15 feet
36		

37 On areas where irregularities or unavoidable obstacles make the use of mechanical  
38 spreading and finishing equipment impractical, the paving may be done with other  
39 equipment or by hand.  
40

41 When more than one JMF is being utilized to produce HMA, the material produced for  
42 each JMF shall be placed by separate spreading and compacting equipment. The  
43 intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA  
44 placed during a work shift shall conform to a single JMF established for the class of HMA  
45 specified unless there is a need to make an adjustment in the JMF.  
46

47 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**

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

5

6 **5-04.3(9) HMA Mixture Acceptance**

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

8

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

11

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

18

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

22

23 **HMA Tolerances and Adjustments**

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

27 For Asphalt Binder and Air Voids (Va), the acceptance limits are determined  
 28 by adding the tolerances below to the approved JMF values. These values  
 29 will also be the Upper Specification Limit (USL) and Lower Specification Limit  
 30 (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

31

For Aggregates in the mixture:

32

a. First, determine preliminary upper and lower acceptance limits by applying the  
 33 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%

34

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

39

2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or  
 40 asphalt binder content of the JMF requires approval of the Engineer. Adjustments  
 41 to the JMF will only be considered if the change produces material of equal or

1 better quality and may require the development of a new mix design if the  
2 adjustment exceeds the amounts listed below.

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

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

10  
11 **5-04.3(9)A Vacant**

12  
13 **5-04.3(9)B Vacant**

14  
15 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

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

18  
19 **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

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

25  
26 All of the test results obtained from the acceptance samples from a given lot shall be  
27 evaluated collectively. If the Contractor requests a change to the JMF that is approved,  
28 the material produced after the change will be evaluated on the basis of the new JMF for  
29 the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot  
30 in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request  
31 after the Engineer is satisfied that material conforming to the Specifications can be  
32 produced.

33  
34 Sampling and testing for evaluation shall be performed on the frequency of one sample  
35 per subplot.

36  
37 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

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

43  
44 Sampling and testing HMA in a Structural application where quantities are less than 400  
45 tons is at the discretion of the Engineer.

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

- 5
- 6 • If the test results are found to be within specification requirements, additional  
7 testing will be at the Engineer’s discretion.
- 8 • If test results are found not to be within specification requirements, additional  
9 testing of the remaining samples to determine a Composite Pay Factor (CPF) shall  
10 be performed.

11

12 **5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing**

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

15

16 Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T  
17 308.

18

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

20

21 **5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors**

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

25

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

26

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

36

1 **5-04.3(9)C5 Vacant**

2

3 **5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments**

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

9

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

12

13 **5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests**

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

23

24 **5-04.3 (9)D Mixture Acceptance – Commercial Evaluation**

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

34

35 For each lot of HMA mix produced and tested under Commercial Evaluation when the  
36 calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be  
37 determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by  
38 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product  
39 of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of  
40 mix.

41

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

44

45 **5-04.3(10) HMA Compaction Acceptance**

46 HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including  
47 lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a  
48 specified compacted course thickness greater than 0.10-foot, shall be compacted to a

1 specified level of relative density. The specified level of relative density shall be a  
2 Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with  
3 Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density).  
4 The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The  
5 specified level of density attained will be determined by the evaluation of the density of  
6 the pavement. The density of the pavement shall be determined in accordance with  
7 WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of  
8 the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using  
9 cores to determine density.

10

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

14

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

18

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

23

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

28

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

32

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

39

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

43

#### 44 **Test Results**

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

1 density of the core will replace the relative density determined by the nuclear density  
2 gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA  
3 compaction lot.

4  
5 When cores are taken by the Contracting Agency at the request of the Contractor, they  
6 shall be requested by noon of the next workday after the test results for the subplot have  
7 been provided or made available to the Contractor. Core locations shall be outside of  
8 wheel paths and as determined by the Engineer. Traffic control shall be provided by the  
9 Contractor as requested by the Engineer. Failure by the Contractor to provide the  
10 requested traffic control will result in forfeiture of the request for cores. When the CPF for  
11 the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will  
12 be deducted from any monies due or that may become due the Contractor under the  
13 Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the  
14 traffic control.

15

16 **5-04.3(10)A HMA Compaction – General Compaction Requirements**

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

23

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

30

31 **5-04.3(10)B HMA Compaction – Cyclic Density**

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

38

39 **5-04.3(10)C Vacant**

40

41 **5-04.3(10)D HMA Nonstatistical Compaction**

42

43 **5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots**

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

47



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

7  
8 The subplot locations within each density lot will be determined by the Engineer. For a lot  
9 in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request  
10 after the Engineer is satisfied that material conforming to the Specifications can be  
11 produced.

12  
13 HMA mixture accepted by commercial evaluation and HMA constructed under conditions  
14 other than those listed above shall be compacted on the basis of a test point evaluation  
15 of the compaction train. The test point evaluation shall be performed in accordance with  
16 instructions from the Engineer. The number of passes with an approved compaction  
17 train, required to attain the maximum test point density, shall be used on all subsequent  
18 paving.

19  
20 HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel  
21 ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the  
22 Engineer.

23  
24 **5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing**

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

27  
28 **5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments**

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

39  
40 For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF)  
41 will be determined. The NCCF equals the algebraic difference of CPF minus 1.00  
42 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the  
43 product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit  
44 Contract price per ton of mix.

45  
46 **5-04.3(11) Reject Work**

47  
48 **5-04.3(11)A Reject Work General**

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

7

8 **5-04.3(11)B Rejection by Contractor**

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

12

13 **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

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

17

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

31

32 **5-04.3(11)D Rejection - A Partial Sublot**

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

39

40 **5-04.3(11)E Rejection - An Entire Sublot**

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

45

46 **5-04.3(11)F Rejection - A Lot in Progress**

1 The Contractor shall shut down operations and shall not resume HMA placement until  
2 such time as the Engineer is satisfied that material conforming to the Specifications can  
3 be produced:  
4  
5 1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and  
6 the Contractor is taking no corrective action, or  
7 2. When the Pay Factor (PF) for any constituent of a lot in progress drops below  
8 0.95 and the Contractor is taking no corrective action, or  
9 3. When either the PFI for any constituent or the CPF of a lot in progress is less  
10 than 0.75.

11  
12 **5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)**

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

14  
15 **5-04.3(12) Joints**

16  
17 **5-04.3(12)A HMA Joints**

18  
19 **5-04.3(12)A1 Transverse Joints**

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

27  
28 A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a  
29 transverse joint as a result of paving or planing is open to traffic. The HMA in the  
30 temporary wedge shall be separated from the permanent HMA by strips of heavy  
31 wrapping paper or other methods approved by the Engineer. The wrapping paper shall  
32 be removed and the joint trimmed to a slightly beveled edge for the full thickness of the  
33 course prior to resumption of paving.

34  
35 The material that is cut away shall be wasted and new mix shall be laid against the cut.  
36 Rollers or tamping irons shall be used to seal the joint.

37  
38 **5-04.3(12)A2 Longitudinal Joints**

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

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

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

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

Submit a Type 1 Working Drawing consisting of the sealant manufacturer’s application procedure.

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.

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

7  
8 When utility appurtenances such as manhole covers and valve boxes are located in the  
9 traveled way, the utility appurtenances shall be adjusted to the finished grade prior to  
10 paving. This requirement may be waived when requested by the Contractor, at the  
11 discretion of the Engineer or when the adjustment details provided in the project plan or  
12 specifications call for utility appurtenance adjustments after the completion of paving.

13  
14 Utility appurtenance adjustment discussions will be included in the Pre-Paving planning  
15 (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior  
16 to the start of paving.

17

### 18 **5-04.3(14) Planing (Milling) Bituminous Pavement**

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

22

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

24

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

29

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

32

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

38

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

41

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

46

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

5

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

8

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

12

### 13 **5-04.3(14)A Pre-Planing Metal Detection Check**

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

17

18 Should such metal be identified, promptly notify the Engineer.

19

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

22

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

26

### 27 **5-04.3(14)B Paving and Planing Under Traffic**

28

#### 29 **5-04.3(14)B1 General**

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

33

34 1. Intersections:

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

45 b. When planing or paving and related construction must occur in an  
46 intersection, consider scheduling and sequencing such work into quarters of the

- 1 intersection, or half or more of an intersection with side street detours. Be  
2 prepared to sequence the work to individual lanes or portions thereof.
- 3 c. Should closure of the intersection in its entirety be necessary, and no trolley  
4 service is impacted, keep such closure to the minimum time required to place  
5 and compact the HMA mixture, plane, remove asphalt, tack coat, and as  
6 needed.
- 7 d. Any work in an intersection requires advance warning in both signage and a  
8 number of Working Days advance notice as determined by the Engineer, to alert  
9 traffic and emergency services of the intersection closure or partial closure.
- 10 e. Allow new compacted HMA asphalt to cool to ambient temperature before  
11 any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until  
12 approval has been obtained from the Engineer.
- 13 2. Temporary centerline marking, post-paving temporary marking, temporary stop  
14 bars, and maintaining temporary pavement marking must comply with Section  
15 8-23.
- 16 3. Permanent pavement marking must comply with Section 8-22.
- 17

18 **5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**

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

28

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

33

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

39

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

- 41
- 42 1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each  
43 day's traffic control as it relates to the specific requirements of that day's planing  
44 and paving. Briefly describe the sequencing of traffic control consistent with the  
45 proposed planing and paving sequence, and scheduling of placement of  
46 temporary pavement markings and channelizing devices after each day's planing,  
47 and paving.
- 48 2. A copy of each intersection's traffic control plan.

- 1 3. Haul routes from Supplier facilities, and locations of temporary parking and  
2 staging areas, including return routes. Describe the complete round trip as it  
3 relates to the sequencing of paving operations.
- 4 4. Names and locations of HMA Supplier facilities to be used.
- 5 5. List of all equipment to be used for paving.
- 6 6. List of personnel and associated job classification assigned to each piece of  
7 paving equipment.
- 8 7. Description (geometric or narrative) of the scheduled sequence of planing and of  
9 paving, and intended area of planing and of paving for each day's work, must  
10 include the directions of proposed planing and of proposed paving, sequence of  
11 adjacent lane paving, sequence of skipped lane paving, intersection planing and  
12 paving scheduling and sequencing, and proposed notifications and coordinations  
13 to be timely made. The plan must show HMA joints relative to the final pavement  
14 marking lane lines.
- 15 8. Names, job titles, and contact information for field, office, and plant supervisory  
16 personnel.
- 17 9. A copy of the approved Mix Designs.
- 18 10. Tonnage of HMA to be placed each day.
- 19 11. Approximate times and days for starting and ending daily operations.

20  
21 **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

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

- 34
- 35 1. General for both Paving Plan and for Planing Plan:
- 36 a. The actual times of starting and ending daily operations.
- 37 b. In intersections, how to break up the intersection, and address traffic control  
38 and signalization for that operation, including use of peace officers.
- 39 c. The sequencing and scheduling of paving operations and of planing operations,  
40 as applicable, as it relates to traffic control, to public convenience and safety,  
41 and to other contractors who may operate in the Project Site.
- 42 d. Notifications required of Contractor activities, and coordinating with other  
43 entities and the public as necessary.
- 44 e. Description of the sequencing of installation and types of temporary pavement  
45 markings as it relates to planning and to paving.
- 46 f. Description of the sequencing of installation of, and the removal of, temporary  
47 pavement patch material around exposed castings and as may be needed



- 1 g. Description of procedures and equipment to identify hidden metal in the
- 2 pavement, such as survey monumentation, monitoring wells, street car rail, and
- 3 castings, before planning, see Section 5-04.3(14)B2.
- 4 h. Description of how flaggers will be coordinated with the planing, paving, and
- 5 related operations.
- 6 i. Description of sequencing of traffic controls for the process of rigid pavement
- 7 base repairs.
- 8 j. Other items the Engineer deems necessary to address.
- 9 2. Paving – additional topics:
- 10 a. When to start applying tack and coordinating with paving.
- 11 b. Types of equipment and numbers of each type equipment to be used. If more
- 12 pieces of equipment than personnel are proposed, describe the sequencing of
- 13 the personnel operating the types of equipment. Discuss the continuance of
- 14 operator personnel for each type equipment as it relates to meeting
- 15 Specification requirements.
- 16 c. Number of JMFs to be placed, and if more than one JMF how the Contractor
- 17 will ensure different JMFs are distinguished, how pavers and MTVs are
- 18 distinguished if more than one JMF is being placed at the time, and how
- 19 pavers and MTVs are cleaned so that one JMF does not adversely influence
- 20 the other JMF.
- 21 d. Description of contingency plans for that day’s operations such as equipment
- 22 breakdown, rain out, and Supplier shutdown of operations.
- 23 e. Number of sublots to be placed, sequencing of density testing, and other
- 24 sampling and testing.
- 25

26 **5-04.3(15) Sealing Pavement Surfaces**

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

30

31 **5-04.3(16) HMA Road Approaches**

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

34

35 **5-04.4 Measurement**

36 HMA CI. \_\_\_ PG \_\_\_, HMA for \_\_\_ CI. \_\_\_ PG \_\_\_, and Commercial HMA will  
37 be measured by the ton in accordance with Section 1-09.2, with no deduction being  
38 made for the weight of asphalt binder, mineral filler, or any other component of the  
39 mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-  
40 04.3(11), the material removed will not be measured.

41

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

43

44 Preparation of untreated roadway will be measured by the mile once along the centerline  
45 of the main line Roadway. No additional measurement will be made for ramps, Auxiliary  
46 Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest  
47 0.01 mile.

- 1
- 2 Soil residual herbicide will be measured by the mile for the stated width to the nearest
- 3 0.01 mile or by the square yard, whichever is designated in the Proposal.
- 4
- 5 Pavement repair excavation will be measured by the square yard of surface marked prior
- 6 to excavation.
- 7
- 8 Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.
- 9
- 10 Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton,
- 11 whichever is designated in the Proposal.
- 12
- 13 Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.
- 14
- 15 Longitudinal joint seals between the HMA and cement concrete pavement will be
- 16 measured by the linear foot along the line and slope of the completed joint seal.
- 17
- 18 Planing bituminous pavement will be measured by the square yard.
- 19
- 20 Temporary pavement marking will be measured by the linear foot as provided in Section
- 21 8-23.4.
- 22
- 23 Water will be measured by the M gallon as provided in Section 2-07.4.
- 24
- 25 **5-04.5 Payment**
- 26 Payment will be made for each of the following Bid items that are included in the
- 27 Proposal:
- 28
- 29 "HMA Cl. \_\_\_\_ PG \_\_\_\_", per ton.
- 30
- 31 "HMA for Approach Cl. \_\_\_\_ PG \_\_\_\_", per ton.
- 32
- 33 "HMA for Preleveling Cl. \_\_\_\_ PG \_\_\_\_", per ton.
- 34
- 35 "HMA for Pavement Repair Cl. \_\_\_\_ PG \_\_\_\_", per ton.
- 36
- 37 "Commercial HMA", per ton.
- 38
- 39 The unit Contract price per ton for "HMA Cl. \_\_\_\_ PG \_\_\_\_", "HMA for Approach Cl. \_\_\_\_
- 40 PG \_\_\_\_", "HMA for Preleveling Cl. \_\_\_\_ PG \_\_\_\_", "HMA for Pavement Repair Cl. \_\_\_\_ PG
- 41 \_\_\_\_", and "Commercial HMA" shall be full compensation for all costs, including anti-
- 42 stripping additive, incurred to carry out the requirements of Section 5-04 except for those
- 43 costs included in other items which are included in this Subsection and which are
- 44 included in the Proposal.

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

1  
2 "Asphalt for Fog Seal", per ton.  
3  
4 Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.  
5  
6 "Longitudinal Joint Seal", per linear foot.  
7  
8 The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment  
9 for all costs incurred to perform the Work described in Section 5-04.3(12).  
10  
11 "Planing Bituminous Pavement", per square yard.  
12  
13 The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full  
14 payment for all costs incurred to perform the Work described in Section 5-04.3(14).  
15  
16 "Temporary Pavement Marking", per linear foot.  
17  
18 Payment for "Temporary Pavement Marking" is described in Section 8-23.5.  
19  
20 "Water", per M gallon.  
21  
22 Payment for "Water" is described in Section 2-07.5.  
23  
24 "Job Mix Compliance Price Adjustment", by calculation.  
25  
26 "Job Mix Compliance Price Adjustment" will be calculated and paid for as described in  
27 Section 5-04.3(9)C6.  
28  
29 "Compaction Price Adjustment", by calculation.  
30  
31 "Compaction Price Adjustment" will be calculated and paid for as described in Section 5-  
32 04..3(10)D3.  
33  
34 "Roadway Core", per each.  
35  
36 The Contractor's costs for all other Work associated with the coring (e.g., traffic control)  
37 shall be incidental and included within the unit Bid price per each and no additional  
38 payments will be made.  
39  
40 "Cyclic Density Price Adjustment", by calculation.  
41  
42 "Cyclic Density Price Adjustment" will be calculated and paid for as described in Section  
43 5-04.3(10)B.  
44

1 **5-04 Hot Mix Asphalt**  
2 *(July 18, 2018 APWA GSP)*  
3

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

6 **5-04.1 Description**

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

13  
14 HMA shall be composed of asphalt binder and mineral materials as may be required,  
15 mixed in the proportions specified to provide a homogeneous, stable,  
16 and workable mixture.  
17

18 **5-04.2 Materials**

19 Materials shall meet the requirements of the following sections:

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

33 The Contract documents may establish that the various mineral materials required for  
34 the manufacture of HMA will be furnished in whole or in part by the Contracting Agency.  
35 If the documents do not establish the furnishing of any of these mineral materials by the  
36 Contracting Agency, the Contractor shall be required to furnish such materials in the  
37 amounts required for the designated mix. Mineral materials include coarse and fine  
38 aggregates, and mineral filler.  
39

40 The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production  
41 of HMA. The RAP may be from pavements removed under the Contract, if any, or  
42 pavement material from an existing stockpile.  
43

44 The Contractor may use up to 20 percent RAP by total weight of HMA with no additional  
45 sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of  
46 one sample for every 1,000 tons produced and not less than ten samples per project.  
47 The asphalt content and gradation test data shall be reported to the Contracting Agency

1 when submitting the mix design for approval on the QPL. The Contractor shall include  
2 the RAP as part of the mix design as defined in these Specifications.

3  
4 The grade of asphalt binder shall be as required by the Contract. Blending of asphalt  
5 binder from different sources is not permitted.

6  
7 The Contractor may only use warm mix asphalt (WMA) processes in the production of  
8 HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to  
9 the Engineer for approval the process that is proposed and how it will be used in the  
10 manufacture of HMA.

11  
12 Production of aggregates shall comply with the requirements of Section 3-01.  
13 Preparation of stockpile site, the stockpiling of aggregates, and the removal of  
14 aggregates from stockpiles shall comply with the requirements of Section 3-02.

15  
16 **5-04.2(1) How to Get an HMA Mix Design on the QPL**  
17 If the contractor wishes to submit a mix design for inclusion in the Qualified Products List  
18 (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

19  
20 **5-04.2(1)A Vacant**

21  
22 **5-04.2(2) Mix Design – Obtaining Project Approval**  
23 No paving shall begin prior to the approval of the mix design by the Engineer.

24  
25 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA  
26 in the contract documents.

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

35  
36 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the contractor  
37 shall provide one of the following mix design verification certifications for Contracting  
38 Agency review;

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

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

6  
7 Mix designs for HMA accepted by Nonstatistical evaluation shall;  
8

- 9 • Have the aggregate structure and asphalt binder content determined in  
10 accordance with WSDOT Standard Operating Procedure 732 and meet the  
11 requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and  
12 stripping are at the discretion of the Engineer, and 9-03.8(6).
- 13 • Have anti-strip requirements, if any, for the proposed mix design determined in  
14 accordance with AASHTO T 283 or T 324, or based on historic anti-strip and  
15 aggregate source compatibility from previous WSDOT lab testing.  
16

17 At the discretion of the Engineer, agencies may accept verified mix designs older than 12  
18 months from the original verification date with a certification from the Contractor that the  
19 materials and sources are the same as those shown on the original mix design.  
20

21 Commercial Evaluation Approval of a mix design for "Commercial Evaluation" will be  
22 based on a review of the Contractor's submittal of WSDOT Form 350-042 (For  
23 commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the  
24 current WSDOT QPL or from one of the processes allowed by this section. Testing of the  
25 HMA by the Contracting Agency for mix design approval is not required.  
26

27 For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and  
28 design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.  
29

### 30 **5-04.2(2)B Using Warm Mix Asphalt Processes**

31 The Contractor may elect to use additives that reduce the optimum mixing temperature  
32 or serve as a compaction aid for producing HMA. Additives include organic additives,  
33 chemical additives and foaming processes. The use of Additives is subject to the  
34 following:  
35

- 36 • Do not use additives that reduce the mixing temperature more than allowed in  
37 Section 5-04.3(6) in the production of mixtures.
- 38 • Before using additives, obtain the Engineer's approval using WSDOT Form 350-  
39 076 to describe the proposed additive and process.  
40

### 41 **5-04.3 Construction Requirements**

#### 42 43 **5-04.3(1) Weather Limitations**

44 Do not place HMA for wearing course on any Traveled Way beginning October 1st  
45 through March 31st of the following year without written concurrence from the Engineer.  
46

1 Do not place HMA on any wet surface, or when the average surface temperatures are  
2 less than those specified below, or when weather conditions otherwise prevent the  
3 proper handling or finishing of the HMA.  
4

5 **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

6

7 **5-04.3(2) Paving Under Traffic**

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

10

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

17

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

20

21 During paving operations, temporary pavement markings shall be maintained throughout  
22 the project. Temporary pavement markings shall be installed on the Roadway prior to  
23 opening to traffic. Temporary pavement markings shall be in accordance with Section 8-  
24 23.

25

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

29

30 **5-04.3(3) Equipment**

31

32 **5-04.3(3)A Mixing Plant**

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

34

- 35 **6. Equipment for Preparation of Asphalt Binder** – Tanks for the storage of  
36 asphalt binder shall be equipped to heat and hold the material at the required  
37 temperatures. The heating shall be accomplished by steam coils, electricity, or  
38 other approved means so that no flame shall be in contact with the storage tank.  
39 The circulating system for the asphalt binder shall be designed to ensure proper



1 and continuous circulation during the operating period. A valve for the purpose of  
2 sampling the asphalt binder shall be placed in either the storage tank or in the  
3 supply line to the mixer.

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

13 **8. Heating of Asphalt Binder** – The temperature of the asphalt binder shall not  
14 exceed the maximum recommended by the asphalt binder manufacturer nor shall  
15 it be below the minimum temperature required to maintain the asphalt binder in a  
16 homogeneous state. The asphalt binder shall be heated in a manner that will  
17 avoid local variations in heating. The heating method shall provide a continuous  
18 supply of asphalt binder to the mixer at a uniform average temperature with no  
19 individual variations exceeding 25°F. Also, when a WMA additive is included in  
20 the asphalt binder, the temperature of the asphalt binder shall not exceed the  
21 maximum recommended by the manufacturer of the WMA additive.

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

28 **10. Sampling HMA** – The HMA plant shall provide for sampling HMA by one of  
29 the following methods:  
30 a. A mechanical sampling device attached to the HMA plant.  
31 b. Platforms or devices to enable sampling from the hauling vehicle without  
32 entering the hauling vehicle.

33  
34 **5-04.3(3)B Hauling Equipment**  
35 Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a  
36 cover of canvas or other suitable material of sufficient size to protect the mixture from  
37 adverse weather. Whenever the weather conditions during the work shift include, or are  
38 forecast to include, precipitation or an air temperature less than 45°F or when time from  
39 loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect  
40 the HMA.

41  
42 The contractor shall provide an environmentally benign means to prevent the HMA  
43 mixture from adhering to the hauling equipment. Excess release agent shall be drained  
44 prior to filling hauling equipment with HMA. Petroleum derivatives or other coating  
45 material that contaminate or alter the characteristics of the HMA shall not be used. For  
46 live bed trucks, the conveyer shall be in operation during the process of applying the  
47 release agent.

48  
49 **5-04.3(3)C Pavers**

1 HMA pavers shall be self-contained, power-propelled units, provided with an internally  
2 heated vibratory screed and shall be capable of spreading and finishing courses of HMA  
3 plant mix material in lane widths required by the paving section shown in the Plans.  
4

5 The HMA paver shall be in good condition and shall have the most current equipment  
6 available from the manufacturer for the prevention of segregation of the HMA mixture  
7 installed, in good condition, and in working order. The equipment certification shall list  
8 the make, model, and year of the paver and any equipment that has been retrofitted.  
9

10 The screed shall be operated in accordance with the manufacturer's recommendations  
11 and shall effectively produce a finished surface of the required evenness and texture  
12 without tearing, shoving, segregating, or gouging the mixture. A copy of the  
13 manufacturer's recommendations shall be provided upon request by the Contracting  
14 Agency. Extensions will be allowed provided they produce the same results, including  
15 ride, density, and surface texture as obtained by the primary screed. Extensions without  
16 augers and an internally heated vibratory screed shall not be used in the Traveled Way.  
17

18 When specified in the Contract, reference lines for vertical control will be required. Lines  
19 shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal  
20 control utilizing the reference line will be permitted. The grade and slope for intermediate  
21 lanes shall be controlled automatically from reference lines or by means of a mat  
22 referencing device and a slope control device. When the finish of the grade prepared for  
23 paving is superior to the established tolerances and when, in the opinion of the Engineer,  
24 further improvement to the line, grade, cross-section, and smoothness can best be  
25 achieved without the use of the reference line, a mat referencing device may be  
26 substituted for the reference line. Substitution of the device will be subject to the  
27 continued approval of the Engineer. A joint matcher may be used subject to the approval  
28 of the Engineer. The reference line may be removed after the completion of the first  
29 course of HMA when approved by the Engineer. Whenever the Engineer determines that  
30 any of these methods are failing to provide the necessary vertical control, the reference  
31 lines will be reinstalled by the Contractor.  
32

33 The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and  
34 accessories necessary for satisfactory operation of the automatic control equipment.  
35

36 If the paving machine in use is not providing the required finish, the Engineer may  
37 suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled  
38 on the pavement shall be thoroughly removed before paving proceeds.  
39

40 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

41 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's  
42 approval, unless other-wise required by the contract.  
43

44 Where an MTD/V is required by the contract, the Engineer may approve paving without  
45 an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable  
46 adjustment in cost or time is due.  
47

1 When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and  
2 prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a  
3 uniform temperature throughout the mixture. If a windrow elevator is used, the length of  
4 the windrow may be limited in urban areas or through intersections, at the discretion of  
5 the Engineer.  
6

7 To be approved for use, an MTV:

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

16

17 To be approved for use, an MTD:

- 18
- 19 5. Shall be positively connected to the paver.
  - 20 6. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
  - 21 7. Shall mix the HMA after delivery by the hauling equipment and prior to
  - 22 placement into the paving machine.
  - 23 8. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the
  - 24 mixture.

25

26 **5-04.3(3)E Rollers**

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

37

38 **5-04.3(4) Preparation of Existing Paved Surfaces**

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

42

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

46

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

5  
6           Before construction of HMA on an existing paved surface, the entire surface of the  
7           pavement shall be clean. All fatty asphalt patches, grease drippings, and other  
8           objectionable matter shall be entirely removed from the existing pavement. All  
9           pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement  
10          grindings, and other foreign matter. All holes and small depressions shall be filled with an  
11          appropriate class of HMA. The surface of the patched area shall be leveled and  
12          compacted thoroughly. Prior to the application of tack coat, or paving, the condition of  
13          the surface shall be approved by the Engineer.

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

25  
26          Equipment shall not operate on tacked surfaces until the tack has broken and cured. If  
27          the Contractor's operation damages the tack coat it shall be repaired prior to placement  
28          of the HMA.

29  
30          The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h  
31          emulsified asphalt may be diluted once with water at a rate not to exceed one part water  
32          to one part emulsified asphalt. The tack coat shall have sufficient temperature such that  
33          it may be applied uniformly at the specified rate of application and shall not exceed the  
34          maximum temperature recommended by the emulsified asphalt manufacturer.

35  
36           **5-04.3(4)A Crack Sealing**

37  
38           **5-04.3(4)A1 General**

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

41  
42           **Cleaning:** Ensure that cracks are thoroughly clean, dry and free of all loose and foreign  
43           material when filling with crack sealant material. Use a hot compressed air lance to dry  
44           and warm the pavement surfaces within the crack immediately prior to filling a crack with  
45           the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing  
46           cracks is not required.

47

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

7  
8 The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt,  
9 approximately 2 percent portland cement, water (if required), and the remainder clean  
10 Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly  
11 mixed and then poured into the cracks and joints until full. The following day, any cracks  
12 or joints that are not completely filled shall be topped off with additional sand slurry. After  
13 the sand slurry is placed, the filler shall be struck off flush with the existing pavement  
14 surface and allowed to cure. The HMA overlay shall not be placed until the slurry has  
15 fully cured. The requirements of Section 1-06 will not apply to the portland cement and  
16 sand used in the sand slurry.

17  
18 In areas where HMA will be placed, use sand slurry to fill the cracks.

19  
20 In areas where HMA will not be placed, fill the cracks as follows:

- 21  
22 3. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.  
23 4. Cracks greater than 1 inch in width – fill with sand slurry.

24  
25 **Hot Poured Sealant:** For cracks that are to be filled with hot poured sealant, apply the  
26 material in accordance with these requirements and the manufacturer’s  
27 recommendations. Furnish a Type 1 Working Drawing of the manufacturer’s product  
28 information and recommendations to the Engineer prior to the start of work, including the  
29 manufacturer’s recommended heating time and temperatures, allowable storage time  
30 and temperatures after initial heating, allowable reheating criteria, and application  
31 temperature range. Confine hot poured sealant material within the crack. Clean any  
32 overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the  
33 Contractor’s method of sealing the cracks with hot poured sealant results in an excessive  
34 amount of material on the pavement surface, stop and correct the operation to eliminate  
35 the excess material.

36  
37 **5-04.3(4)A2 Crack Sealing Areas Prior to Paving**

38 In areas where HMA will be placed, use sand slurry to fill the cracks.  
39

40 **5-04.3(4)A3 Crack Sealing Areas Not to be Paved**

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

- 42  
43 C. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.  
44 D. Cracks greater than 1 inch in width – fill with sand slurry.

45  
46 **5-04.3(4)B Vacant**  
47

1           **5-04.3(4)C Pavement Repair**

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

11

12          Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth  
13          of 4 inches. At the outer edges of the roadway, excavation will be 4 to 6 inches, as  
14          determined by the engineer, to match existing curb and pavement elevations. The  
15          Engineer will make the final determination of the excavation depth required. The  
16          minimum width of any pavement repair area shall be 40 inches unless shown otherwise  
17          in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be  
18          removed by a pavement grinder. Excavated materials will become the property of the  
19          Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or  
20          used in accordance with Sections 2-02.3(3) or 9-03.21. Additional excavation may be  
21          required as directed by the Engineer if the existing base is objectionable. In the case of  
22          additional excavation, backfill will be crushed surfacing top course that meets the  
23          requirements of section 4-04. Any additional excavation and backfill will be paid as “Extra  
24          Excavation and Backfill.”

25

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

29

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

35

36           **5-04.3(5) Producing/Stockpiling Aggregates and RAP**

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

42

43           **5-04.3(5)A Vacant**

44

45           **5-04.3(6) Mixing**

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

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

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

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

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

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

HMA Class 1"	0.35 feet
HMA Class ¾" and HMA Class ½"	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class ⅜"	0.15 feet

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

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The

1 intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA  
2 placed during a work shift shall conform to a single JMF established for the class of HMA  
3 specified unless there is a need to make an adjustment in the JMF.

4

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

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

10

11 **5-04.3(9) HMA Mixture Acceptance**

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

13

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

16

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

23

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

27

28 **HMA Tolerances and Adjustments**

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

32 For Asphalt Binder and Air Voids (Va), the acceptance limits are determined  
33 by adding the tolerances below to the approved JMF values. These values  
34 will also be the Upper Specification Limit (USL) and Lower Specification Limit  
35 (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

36

For Aggregates in the mixture:

37

c. First, determine preliminary upper and lower acceptance limits by applying the  
38 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%

39

d. Second, adjust the preliminary upper and lower acceptance limits determined  
40 from step (a) the minimum amount necessary so that none of the aggregate



- 1 properties are outside the control points in Section 9-03.8(6). The resulting  
2 values will be the upper and lower acceptance limits for aggregates, as well as  
3 the USL and LSL required in Section 1-06.2(2)D2.
- 4 4. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or  
5 asphalt binder content of the JMF requires approval of the Engineer. Adjustments  
6 to the JMF will only be considered if the change produces material of equal or  
7 better quality and may require the development of a new mix design if the  
8 adjustment exceeds the amounts listed below.
- 9 a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and  
10 the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5  
11 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall  
12 be within the range of the control points in Section 9-03.8(6).
- 13 b. **Asphalt Binder Content** – The Engineer may order or approve changes to  
14 asphalt binder content. The maximum adjustment from the approved mix  
15 design for the asphalt binder content shall be 0.3 percent

16  
17 **5-04.3(9)A Vacant**

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19 **5-04.3(9)B Vacant**

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21 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

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

24  
25 **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

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

31  
32 All of the test results obtained from the acceptance samples from a given lot shall be  
33 evaluated collectively. If the Contractor requests a change to the JMF that is approved,  
34 the material produced after the change will be evaluated on the basis of the new JMF for  
35 the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot  
36 in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request  
37 after the Engineer is satisfied that material conforming to the Specifications can be  
38 produced.

39  
40 Sampling and testing for evaluation shall be performed on the frequency of one sample  
41 per subplot.

42  
43 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

44 Samples for acceptance testing shall be obtained by the Contractor when ordered by the  
45 Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer  
46 and in accordance with AASH-TO T 168. A minimum of three samples should be taken

1 for each class of HMA placed on a project. If used in a structural application, at least one  
2 of the three samples shall to be tested.

3

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

6

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

11

- 12 • If the test results are found to be within specification requirements, additional  
13 testing will be at the Engineer's discretion.
- 14 • If test results are found not to be within specification requirements, additional  
15 testing of the remaining samples to determine a Composite Pay Factor (CPF) shall  
16 be performed.

17

18 **5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing**

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

21

22 Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T  
23 308.

24

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

26

27 **5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors**

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

31

Table of Price Adjustment Factors	
Constituent	Factor "p"
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

32

33 Each lot of HMA produced under Nonstatistical Evaluation and having all constituents  
34 falling within the tolerance limits of the job mix formula shall be accepted at the unit  
35 Contract price with no further evaluation. When one or more constituents fall outside the

1 nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment  
2 Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the  
3 appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the  
4 CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup  
5 samples of the existing sublots or samples from the Roadway shall be tested to provide  
6 a minimum of three sets of results for evaluation.

7

8 **5-04.3(9)C5 Vacant**

9

10 **5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments**

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

16

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

19

20 **5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests**

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

30

31 **5-04.3 (9)D Mixture Acceptance – Commercial Evaluation**

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

41

42 For each lot of HMA mix produced and tested under Commercial Evaluation when the  
43 calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be  
44 determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by  
45 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product  
46 of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of  
47 mix.

48

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

3

4 **5-04.3(10) HMA Compaction Acceptance**

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

17

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

21

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

25

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

30

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

35

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

39

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

46

1 HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling  
2 wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved  
3 by the Engineer.  
4

5 **Test Results**

6 For a subplot that has been tested with a nuclear density gauge that did not meet the  
7 minimum of 92 percent of the reference maximum density in a compaction lot with a CPF  
8 below 1.00 and thus subject to a price reduction or rejection, the Contractor may request  
9 that a core be used for determination of the relative density of the subplot. The relative  
10 density of the core will replace the relative density determined by the nuclear density  
11 gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA  
12 compaction lot.  
13

14 When cores are taken by the Contracting Agency at the request of the Contractor, they  
15 shall be requested by noon of the next workday after the test results for the subplot have  
16 been provided or made available to the Contractor. Core locations shall be outside of  
17 wheel paths and as determined by the Engineer. Traffic control shall be provided by the  
18 Contractor as requested by the Engineer. Failure by the Contractor to provide the  
19 requested traffic control will result in forfeiture of the request for cores. When the CPF for  
20 the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will  
21 be deducted from any monies due or that may become due the Contractor under the  
22 Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the  
23 traffic control.  
24

25 **5-04.3(10)A HMA Compaction – General Compaction Requirements**

26 Compaction shall take place when the mixture is in the proper condition so that no undue  
27 displacement, cracking, or shoving occurs. Areas inaccessible to large compaction  
28 equipment shall be compacted by other mechanical means. Any HMA that becomes  
29 loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way  
30 defective, shall be removed and replaced with new hot mix that shall be immediately  
31 compacted to conform to the surrounding area.  
32

33 The type of rollers to be used and their relative position in the compaction sequence  
34 shall generally be the Contractor's option, provided the specified densities are attained.  
35 Unless the Engineer has approved otherwise, rollers shall only be operated in the static  
36 mode when the internal temperature of the mix is less than 175°F. Regardless of mix  
37 temperature, a roller shall not be operated in a mode that results in checking or cracking  
38 of the mat. Rollers shall only be operated in static mode on bridge decks.  
39

40 **5-04.3(10)B HMA Compaction – Cyclic Density**

41 Low cyclic density areas are defined as spots or streaks in the pavement that are less  
42 than 90 percent of the theoretical maximum density. At the Engineer's discretion, the  
43 Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will  
44 follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for  
45 any 500-foot section with two or more density readings below 90 percent of the  
46 theoretical maximum density.  
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48 **5-04.3(10)C Vacant**

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

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

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

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

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

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

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

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

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

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

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

1 For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF)  
2 will be determined. The NCCF equals the algebraic difference of CPF minus 1.00  
3 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the  
4 product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit  
5 Contract price per ton of mix.  
6

7 **5-04.3(11) Reject Work**

8  
9 **5-04.3(11)A Reject Work General**

10 Work that is defective or does not conform to Contract requirements shall be rejected.  
11 The Contractor may propose, in writing, alternatives to removal and replacement of  
12 rejected material. Acceptability of such alternative proposals will be determined at the  
13 sole discretion of the Engineer. HMA that has been rejected is subject to the  
14 requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit  
15 a corrective action proposal to the Engineer for approval.  
16

17 **5-04.3(11)B Rejection by Contractor**

18 The Contractor may, prior to sampling, elect to remove any defective material and  
19 replace it with new material. Any such new material will be sampled, tested, and  
20 evaluated for acceptance.  
21

22 **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

23 The Engineer may, without sampling, reject any batch, load, or section of Roadway that  
24 appears defective. Material rejected before placement shall not be incorporated into the  
25 pavement. Any rejected section of Roadway shall be removed.  
26

27 No payment will be made for the rejected materials or the removal of the materials  
28 unless the Contractor requests that the rejected material be tested. If the Contractor  
29 elects to have the rejected material tested, a minimum of three representative samples  
30 will be obtained and tested. Acceptance of rejected material will be based on  
31 conformance with the nonstatistical acceptance Specification. If the CPF for the rejected  
32 material is less than 0.75, no payment will be made for the rejected material; in addition,  
33 the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater  
34 than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting  
35 Agency. If the material is rejected before placement and the CPF is greater than or equal  
36 to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection  
37 occurs after placement and the CPF is greater than or equal to 0.75, compensation for  
38 the rejected material will be at the calculated CPF with an addition of 25 percent of the  
39 unit Contract price added for the cost of removal and disposal.  
40

41 **5-04.3(11)D Rejection - A Partial Sublot**

42 In addition to the random acceptance sampling and testing, the Engineer may also  
43 isolate from a normal sublot any material that is suspected of being defective in relative  
44 density, gradation or asphalt binder content. Such isolated material will not include an  
45 original sample location. A minimum of three random samples of the suspect material will  
46 be obtained and tested. The material will then be statistically evaluated as an  
47 independent lot in accordance with Section 1-06.2(2).  
48

1 **5-04.3(11)E Rejection - An Entire Sublot**

2 An entire sublot that is suspected of being defective may be rejected. When a sublot is  
3 rejected a minimum of two additional random samples from this sublot will be obtained.  
4 These additional samples and the original sublot will be evaluated as an independent lot  
5 in accordance with Section 1-06.2(2).  
6

7 **5-04.3(11)F Rejection - A Lot in Progress**

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

11

- 12 4. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and  
13 the Contractor is taking no corrective action, or  
14 5. When the Pay Factor (PF) for any constituent of a lot in progress drops below  
15 0.95 and the Contractor is taking no corrective action, or  
16 6. When either the PFi for any constituent or the CPF of a lot in progress is less  
17 than 0.75.

18

19 **5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)**

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

21

22 **5-04.3(12) Joints**

23

24 **5-04.3(12)A HMA Joints**

25

26 **5-04.3(12)A1 Transverse Joints**

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

34

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

41

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

44

45 **5-04.3(12)A2 Longitudinal Joints**



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

10

#### 11 **5-04.3(12)B Bridge Paving Joint Seals**

12

##### 13 **5-04.3(12)B1 HMA Sawcut and Seal**

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

19

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

22

23 Construct the bridge paving joint seal as specified ion the Plans and in accordance with  
24 the detail shown in the Standard Plans. Construct the sawcut in accordance with the  
25 detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-  
26 05.3(8)B and the manufacturer's application procedure.

27

##### 28 **5-04.3(12)B2 Paved Panel Joint Seal**

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

31

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

34

##### 35 **5-04.3(13) Surface Smoothness**

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

42

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

46

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

5

6 Correction of defects shall be carried out until there are no deviations anywhere greater

7 than the allowable tolerances.

8

9 Deviations in excess of the above tolerances that result from a low place in the HMA and

10 deviations resulting from a high place where corrective action, in the opinion of the

11 Engineer, will not produce satisfactory results will be accepted with a price adjustment.

12 The Engineer shall deduct from monies due or that may become due to the Contractor

13 the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in

14 which any excessive deviations described above are found.

15

16 When utility appurtenances such as manhole covers and valve boxes are located in the

17 traveled way, the utility appurtenances shall be adjusted to the finished grade prior to

18 paving. This requirement may be waived when requested by the Contractor, at the

19 discretion of the Engineer or when the adjustment details provided in the project plan or

20 specifications call for utility appurtenance adjustments after the completion of paving.

21

22 Utility appurtenance adjustment discussions will be included in the Pre-Paving planning

23 (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior

24 to the start of paving.

25

#### 26 **5-04.3(14) Planing (Milling) Bituminous Pavement**

27 The planning plan must be approved by the Engineer and a pre planning meeting must

28 be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on

29 planning submittals.

30

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

32

33 Where planing an existing pavement is specified in the Contract, the Contractor must

34 remove existing surfacing material and to reshape the surface to remove irregularities.

35 The finished product must be a prepared surface acceptable for receiving an HMA

36 overlay.

37

38 Use the cold milling method for planing unless otherwise specified in the Contract. Do

39 not use the planer on the final wearing course of new HMA.

40

41 Conduct planing operations in a manner that does not tear, break, burn, or otherwise

42 damage the surface which is to remain. The finished planed surface must be slightly

43 grooved or roughened and must be free from gouges, deep grooves, ridges, or other

44 imperfections. The Contractor must repair any damage to the surface by the Contractor's

45 planing equipment, using an Engineer approved method.

46

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

3  
4 A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a  
5 minimum of 4 inches of curb reveal after placement and compaction of the final wearing  
6 course. The dimensions of the wedge must be as shown on the Drawings or as specified  
7 by the Engineer.

8  
9 A tapered wedge cut must also be made at transitions to adjoining pavement surfaces  
10 (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line  
11 with vertical faces 2 inches or more in height, producing a smooth transition to the  
12 existing adjoining pavement.

13  
14 After planing is complete, planed surfaces must be swept, cleaned, and if required by the  
15 Contract, patched and preleveled.

16  
17 The Engineer may direct additional depth planing. Before performing this additional  
18 depth planing, the Contractor must conduct a hidden metal in pavement detection survey  
19 as specified in Section 5-04.3(14)A.

20  
21 **5-04.3(14)A Pre-Planing Metal Detection Check**

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

25  
26 Should such metal be identified, promptly notify the Engineer.

27  
28 See Section 1-07.16(1) regarding the protection of survey monumentation that may be  
29 hidden in pavement.

30  
31 The Contractor is solely responsible for any damage to equipment resulting from the  
32 Contractor's failure to conduct a pre-planing metal detection survey, or from the  
33 Contractor's failure to notify the Engineer of any hidden metal that is detected.

34  
35 **5-04.3(14)B Paving and Planing Under Traffic**

36  
37 **5-04.3(14)B1 General**

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

- 41  
42 4. Intersections:
- 43 a. Keep intersections open to traffic at all times, except when paving or planing  
44 operations through an intersection requires closure. Such closure must be kept  
45 to the minimum time required to place and compact the HMA mixture, or plane  
46 as appropriate. For paving, schedule such closure to individual lanes or portions

- 1           thereof that allows the traffic volumes and schedule of traffic volumes required in  
2           the approved traffic control plan. Schedule work so that adjacent intersections  
3           are not impacted at the same time and comply with the traffic control restrictions  
4           required by the Traffic Engineer. Each individual intersection closure or partial  
5           closure, must be addressed in the traffic control plan, which must be submitted  
6           to and accepted by the Engineer, see Section 1-10.2(2).
- 7           b. When planing or paving and related construction must occur in an  
8           intersection, consider scheduling and sequencing such work into quarters of the  
9           intersection, or half or more of an intersection with side street detours. Be  
10          prepared to sequence the work to individual lanes or portions thereof.
- 11          c. Should closure of the intersection in its entirety be necessary, and no trolley  
12          service is impacted, keep such closure to the minimum time required to place  
13          and compact the HMA mixture, plane, remove asphalt, tack coat, and as  
14          needed.
- 15          d. Any work in an intersection requires advance warning in both signage and a  
16          number of Working Days advance notice as determined by the Engineer, to alert  
17          traffic and emergency services of the intersection closure or partial closure.
- 18          e. Allow new compacted HMA asphalt to cool to ambient temperature before  
19          any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until  
20          approval has been obtained from the Engineer.
- 21          5. Temporary centerline marking, post-paving temporary marking, temporary stop  
22          bars, and maintaining temporary pavement marking must comply with Section  
23          8-23.
- 24          6. Permanent pavement marking must comply with Section 8-22.

25

26           **5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**

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

36

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

41

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

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

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

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

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

3. General for both Paving Plan and for Planing Plan:
  - a. The actual times of starting and ending daily operations.
  - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.

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

#### 34 35 **5-04.3(15) Sealing Pavement Surfaces**

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

#### 39 40 **5-04.3(16) HMA Road Approaches**

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

#### 43 44 **5-04.4 Measurement**

45 HMA CI. \_\_\_ PG \_\_\_, HMA for \_\_\_ CI. \_\_\_ PG \_\_\_, and Commercial HMA will  
46 be measured by the ton in accordance with Section 1-09.2, with no deduction being  
47 made for the weight of asphalt binder, mineral filler, or any other component of the

- 1 mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-  
2 04.3(11), the material removed will not be measured.  
3
- 4 Roadway cores will be measured per each for the number of cores taken.  
5
- 6 Preparation of untreated roadway will be measured by the mile once along the centerline  
7 of the main line Roadway. No additional measurement will be made for ramps, Auxiliary  
8 Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest  
9 0.01 mile.  
10
- 11 Soil residual herbicide will be measured by the mile for the stated width to the nearest  
12 0.01 mile or by the square yard, whichever is designated in the Proposal.  
13
- 14 Pavement repair excavation will be measured by the square yard of surface marked prior  
15 to excavation.  
16
- 17 Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.  
18
- 19 Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton,  
20 whichever is designated in the Proposal.  
21
- 22 Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.  
23
- 24 Longitudinal joint seals between the HMA and cement concrete pavement will be  
25 measured by the linear foot along the line and slope of the completed joint seal.  
26
- 27 Planing bituminous pavement will be measured by the square yard.  
28
- 29 Temporary pavement marking will be measured by the linear foot as provided in Section  
30 8-23.4.  
31
- 32 Water will be measured by the M gallon as provided in Section 2-07.4.  
33
- 34 **5-04.5 Payment**
- 35 Payment will be made for each of the following Bid items that are included in the  
36 Proposal:
- 37
- 38 "HMA Cl. \_\_\_\_ PG \_\_\_\_", per ton.  
39
- 40 "HMA for Approach Cl. \_\_\_\_ PG \_\_\_\_", per ton.  
41
- 42 "HMA for Preleveling Cl. \_\_\_\_ PG \_\_\_\_", per ton.  
43
- 44 "HMA for Pavement Repair Cl. \_\_\_\_ PG \_\_\_\_", per ton.

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“Commercial HMA”, per ton.

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

“Preparation of Untreated Roadway”, per mile.

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

“Preparation of Existing Paved Surfaces”, per mile.

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

“Crack Sealing”, by force account.

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

“Pavement Repair Excavation Incl. Haul”, per square yard.

The unit Contract price per square yard for “Pavement Repair Excavation Incl. Haul” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for “HMA for Pavement Repair Cl. \_\_\_\_ PG \_\_\_\_”, per ton.

“Extra Excavation and Backfill”, per force account.



1 "Extra Excavation and Backfill" required by the Engineer due to unsuitable base will be  
2 paid for by force account as provided in Section 1-09.6. To provide a common Proposal  
3 for all Bidders, the Contracting Agency has entered an amount in the Proposal to  
4 become a part of the Contractor's total Bid.

5  
6 "Asphalt for Prime Coat", per ton.

7  
8 The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all  
9 costs incurred to obtain, provide and install the material in accordance with Section 5-  
10 04.3(4).

11  
12 "Prime Coat Agg.", per cubic yard, or per ton.

13  
14 The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay  
15 for furnishing, loading, and hauling aggregate to the place of deposit and spreading the  
16 aggregate in the quantities required by the Engineer.

17  
18 "Asphalt for Fog Seal", per ton.

19  
20 Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.

21  
22 "Longitudinal Joint Seal", per linear foot.

23  
24 The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment  
25 for all costs incurred to perform the Work described in Section 5-04.3(12).

26  
27 "Planing Bituminous Pavement", per square yard.

28  
29 The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full  
30 payment for all costs incurred to perform the Work described in Section 5-04.3(14).

31  
32 "Temporary Pavement Marking", per linear foot.

33  
34 Payment for "Temporary Pavement Marking" is described in Section 8-23.5.

35  
36 "Water", per M gallon.

37  
38 Payment for "Water" is described in Section 2-07.5.

39  
40 "Job Mix Compliance Price Adjustment", by calculation.

41  
42 "Job Mix Compliance Price Adjustment" will be calculated and paid for as described in  
43 Section 5-04.3(9)C6.

44

1 "Compaction Price Adjustment", by calculation.  
2  
3 "Compaction Price Adjustment" will be calculated and paid for as described in Section 5-  
4 04..3(10)D3.  
5  
6 "Roadway Core", per each.  
7  
8 The Contractor's costs for all other Work associated with the coring (e.g., traffic control)  
9 shall be incidental and included within the unit Bid price per each and no additional  
10 payments will be made.

11  
12 "Cyclic Density Price Adjustment", by calculation.  
13  
14 "Cyclic Density Price Adjustment" will be calculated and paid for as described in Section  
15 5-04.3(10)B.  
16  
17

## 18 **Hot Mix Asphalt**

### 19 **Description of Work**

20 Section 5-04.1 is supplemented with the following:  
21

22 (\*\*\*\*\*)

23 For grind and patch repairs of asphalt surfaces excavate to the depth of 6 inches. If  
24 poor surfacing or subgrade conditions are encountered provide further excavation to the  
25 satisfaction of the Engineer. Additional excavation below the initial up to 6 inches in  
26 depth will be 6 inches or greater in depth. Backfill for patched areas excavated below 6  
27 inches in depth will consist of hot mix asphalt over crushed surfacing.  
28

29 (\*\*\*\*\*)

30 For 4" HMA Wedge Curb section plane 0" to 2" from edge of existing asphalt to the fog  
31 line to prep for 2" overlay and 4" HMA Wedge Curb at guard rail.  
32

### 33 **Construction Requirements**

34 Section 5-04.3 is supplemented with the following:  
35

36 (\*\*\*\*\*)

37 Backfill for pavement repair for excavation depths of 6 inches or less shall consist of hot  
38 mix asphalt. Back fill for excavations exceeding 6 inches shall match the City's  
39 standard pavement section by street classification, over crushed surfacing in  
40 accordance with Section 4-04 of the Standard Specifications. Asphalt depth for  
41 Arterials is 6 inches, Collectors is 4 inches, and Local Access is 3 inches.  
42

43 (\*\*\*\*\*)

44 4" HMA Wedge Curb to conform to the detail provided on the plan set. Crushed  
45 Surfacing Base Course to be used to ballast back face of 4" Wedge Curb.  
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**Measurement**

Section 5-04.4 is supplemented with the following:

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

HMA for Pavement Repair will be measured by the square yard.

HMA for 4" Wedge Curb will be measured by the linear foot.

Crushed Surfacing Base Course for pavement repair will be measured by the Ton.

**Payment**

Section 5-04.5 is supplemented with the following:

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

"HMA for Pavement Repair Cl. \_\_\_ PG \_\_\_", per square yard.

"Crushed Surfacing Base Course for pavement repair", per ton

The unit contract price for "Crushed Surfacing Base Course for pavement repair" shall be full pay for excavation, handling, removal and haul of excavated materials, and furnishing, hauling, placement, and compaction of crushed surfacing.

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

"4" Wedge Curb", per linear foot

**7-12.3 Construction Requirements**

Section 7-12.3 is supplemented with the following:

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

**Adjust Valve Box**

Where shown in the Plans or where directed by the Engineer, the existing valve boxes shall be adjusted to the grade as staked or otherwise designated by the Engineer.

Existing valve boxes shall be lowered prior to final paving then adjusted to grade after final paving.

**7-12.4 Measurement**

Section 7-12.4 is supplemented with the following:

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

Adjustment of valve boxes will be per each.

**7-12.5 Payment**

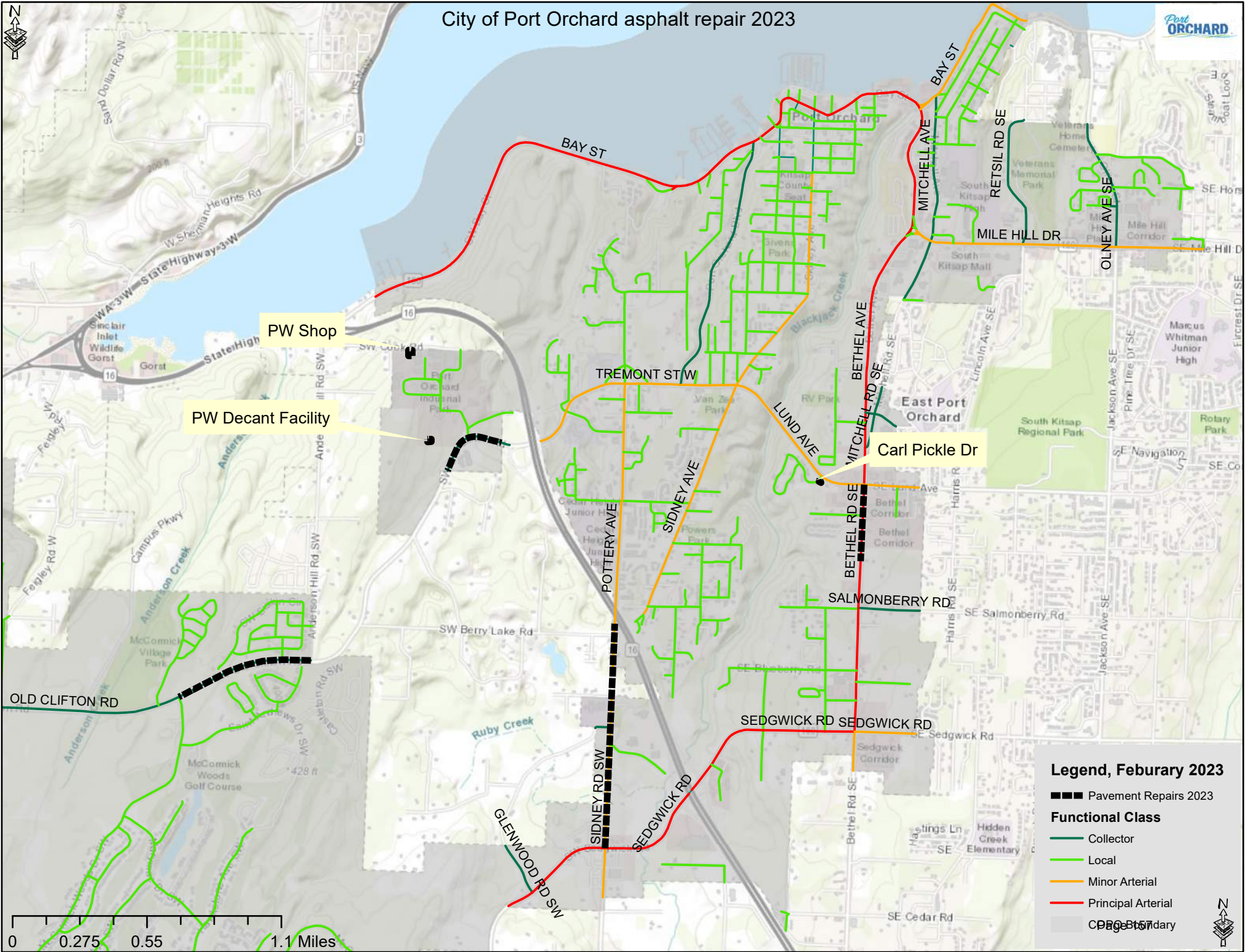
Section 7-12.5 is supplemented with the following:

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

1 "Adjust Valve Box", per each.  
2

APPENDIX B  
VICINITY MAP

# City of Port Orchard asphalt repair 2023



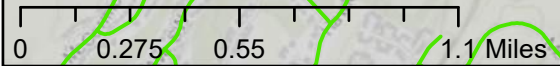
PW Shop

PW Decant Facility

Carl Pickle Dr

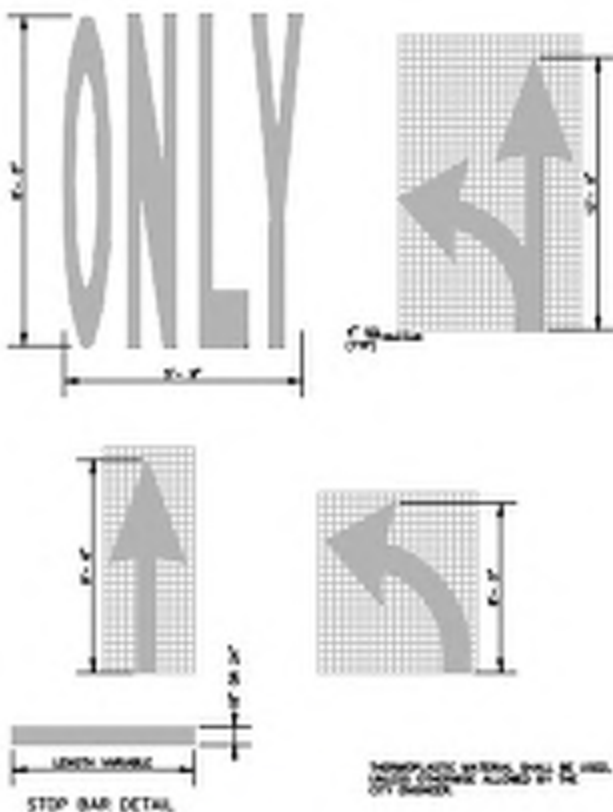
### Legend, February 2023

- Pavement Repairs 2023
- Functional Class**
- Collector
- Local
- Minor Arterial
- Principal Arterial
- City Boundary



APPENDIX C  
PWESS Markings K

IF PROFESSIONAL CONSULTANT USES THIS LOGO, IT IS ADVISED THAT SUCH REPRESENTATION CAN BE BLAMING



Est. 1890

## MARKINGS K

TYPICAL **ARROWS**, STOP BAR, AND ONLY

DRAWN BY	JD
DATE	1/20/2014
SCALE	NFS
DRAWING NUMBER	K33



APPENDIX D  
Traffic Control Plans

SIGN SPACING = X (1)			
RURAL HIGHWAYS	60-65 MPH	800' +/-	
RURAL ROADS	45-55 MPH	500' +/-	
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS AND DRIVEWAYS.			

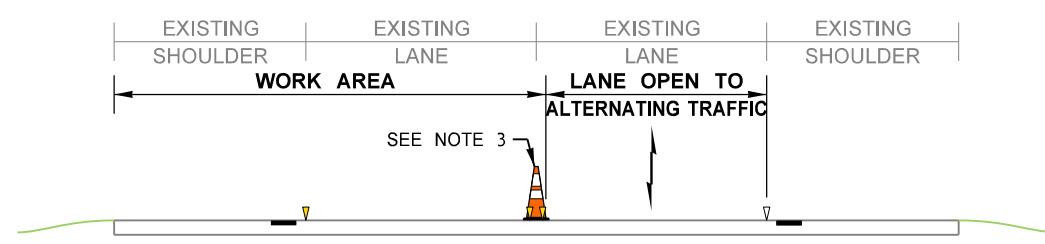
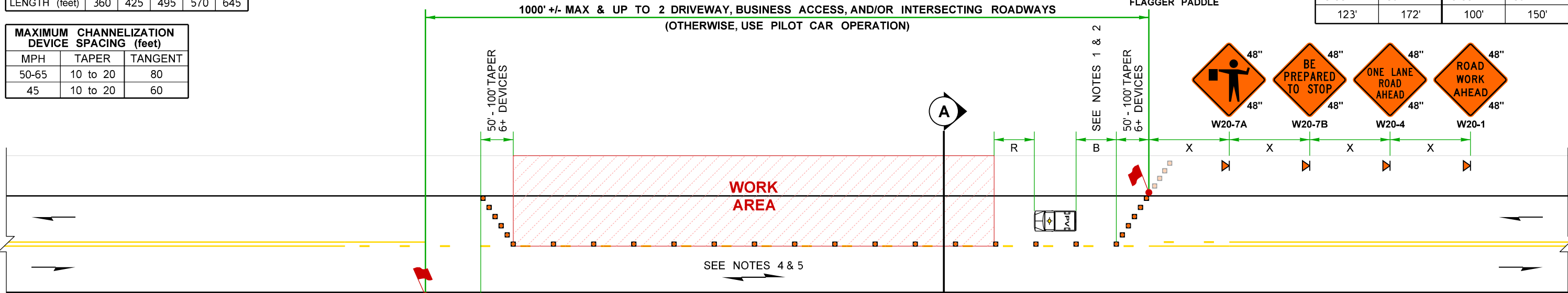
FOR DRIVEWAY, BUSINESS ACCESS, AND INTERSECTING ROADWAY DETAILS SEE TC320, SHEET 2.

PROTECTIVE VEHICLE ROLL AHEAD DISTANCE = R  
NO SPECIFIED DISTANCE REQUIRED.  
STRATEGICALLY POSITION WORK VEHICLE TO PROTECT WORK CREW.

LONGITUDINAL BUFFER SPACE = B					
SPEED (MPH)	45	50	55	60	65
LENGTH (feet)	360	425	495	570	645

STATIONARY TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R			
HOST VEHICLE WEIGHT LESS THAN 22,000 lbs.		HOST VEHICLE WEIGHT 22,000+ lbs.	
45-55 MPH	60+ MPH	45-55 MPH	60+ MPH
123'	172'	100'	150'

MAXIMUM CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
50-65	10 to 20	80
45	10 to 20	60



**NOTES:**

1. AVOID PLACING LANE CLOSURE TAPERS WITHIN OR IMMEDIATELY FOLLOWING HORIZONTAL & VERTICAL CURVES BY ADJUSTING LONGITUDINAL BUFFER SPACE.
2. IF LONGITUDINAL BUFFER SPACE IS REDUCED FROM DISTANCES LISTED IN TABLE, UPGRADE PROTECTIVE VEHICLE TO A TRANSPORTABLE ATTENUATOR.
3. 36" TRAFFIC CONES, 42" TALL CHANNELIZATION DEVICES, OR TRAFFIC SAFETY DRUMS OK.
4. BICYCLISTS MAY BE COMBINED WITH ALTERNATING VEHICULAR TRAFFIC. BIKES TO CLEAR PRIOR TO FLAGGERS RELEASING ONCOMING TRAFFIC.
5. ACCOMMODATE PEDESTRIANS VIA SHUTTLE THROUGH LANE CLOSURE, USING THE PAVED SHOULDER OPPOSITE THE WORK AREA, OR ANOTHER METHOD THE ENGINEER ACCEPTS.
6. SEE **STANDARD SPECIFICATIONS** FOR ADDITIONAL REQUIREMENTS:
  - 1-07.8(1) HIGH-VISIBILITY APPAREL
  - 1-10.3(1)A FLAGGERS AND NIGHTTIME ILLUMINATION
  - 1-10.3(2)A TRAFFIC CONTROL PROCEDURES
  - 9-35.1 24-INCH STOP/SLOW PADDLE SIZE
7. FOR PROJECT-SPECIFIC REQUIREMENTS, SEE **SPECIAL PROVISIONS**.
8. SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE INDICATED.
9. ACTUAL CENTERLINE PAVEMENT MARKINGS MAY VARY.

**LEGEND:**

- TEMPORARY SIGN LOCATION
- 28" REFLECTIVE TRAFFIC CONE (SEE NOTE 3)
- OPTIONAL CHANNELIZATION DEVICE
- PROTECTIVE VEHICLE (SEE NOTE 2)
- FLAGGER

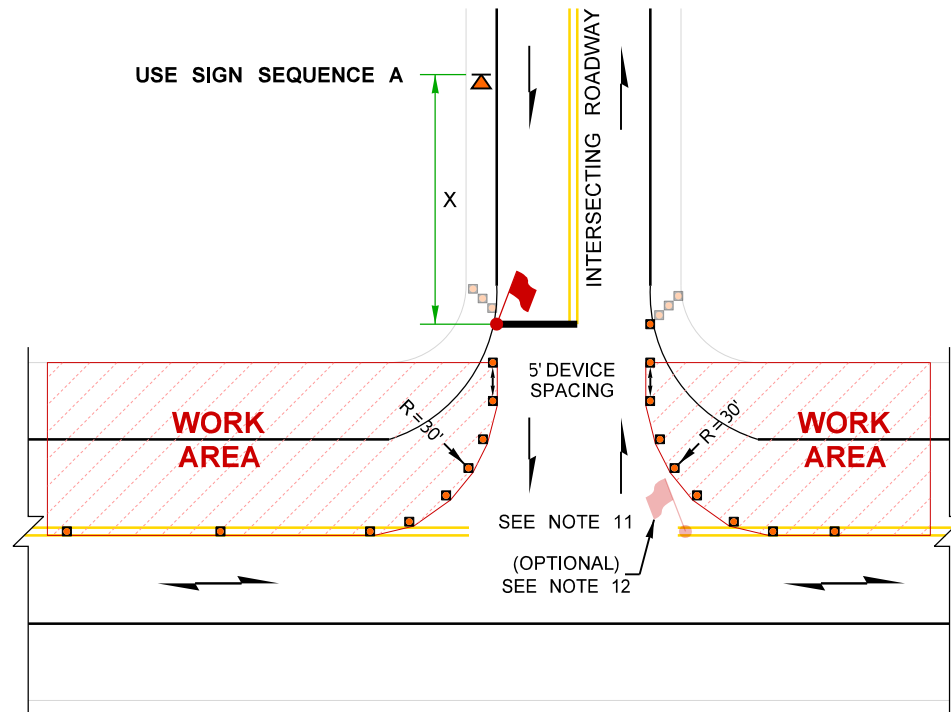
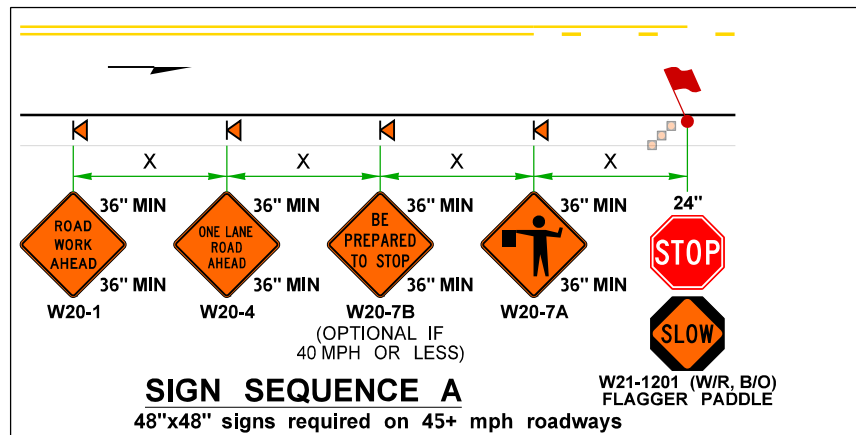
**ALTERNATING 1-LANE, 2-WAY TRAFFIC: FLAGGER-CONTROLLED (45+ MPH HIGHWAYS)**  
NOT TO SCALE

FILE NAME	C:\Users\LintzF\OneDrive - Washington State Department of Transportation\Desktop\Work Zone TCPs\320Hwy45+AltTrafficFlagger.dgn				REGION NO.	STATE	FED.AID PROJ.NO.	Plot 1
TIME	12:13:29 PM				10	WASH		PLAN REF NO
DATE	10/31/2022							TC320
PLOTTED BY	LintzF				JOB NUMBER			SHEET
DESIGNED BY					CONTRACT NO.	LOCATION NO.		1
ENTERED BY								OF
CHECKED BY								2
PROJ. ENGR.								SHEETS
REGIONAL ADM.	REVISION	DATE	BY		P.E. STAMP BOX	DATE	P.E. STAMP BOX	DATE

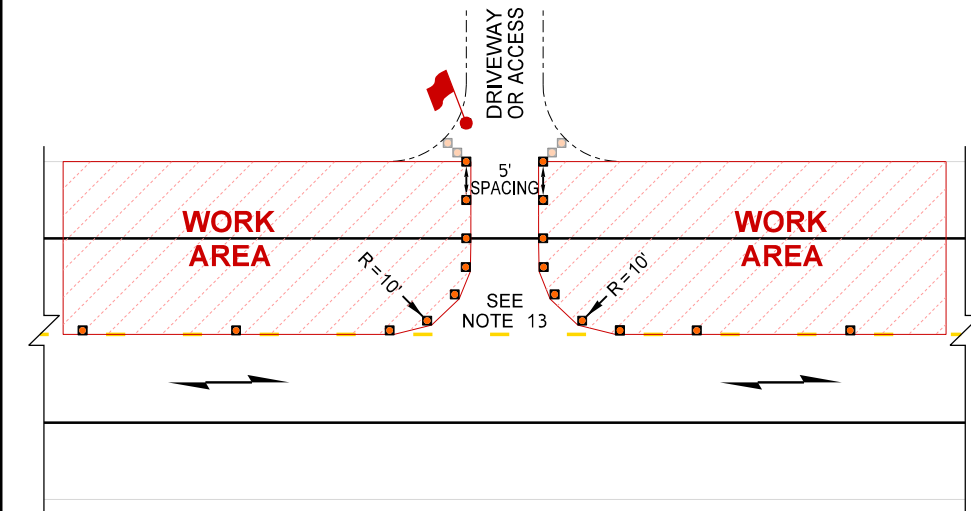


**NOTES:**

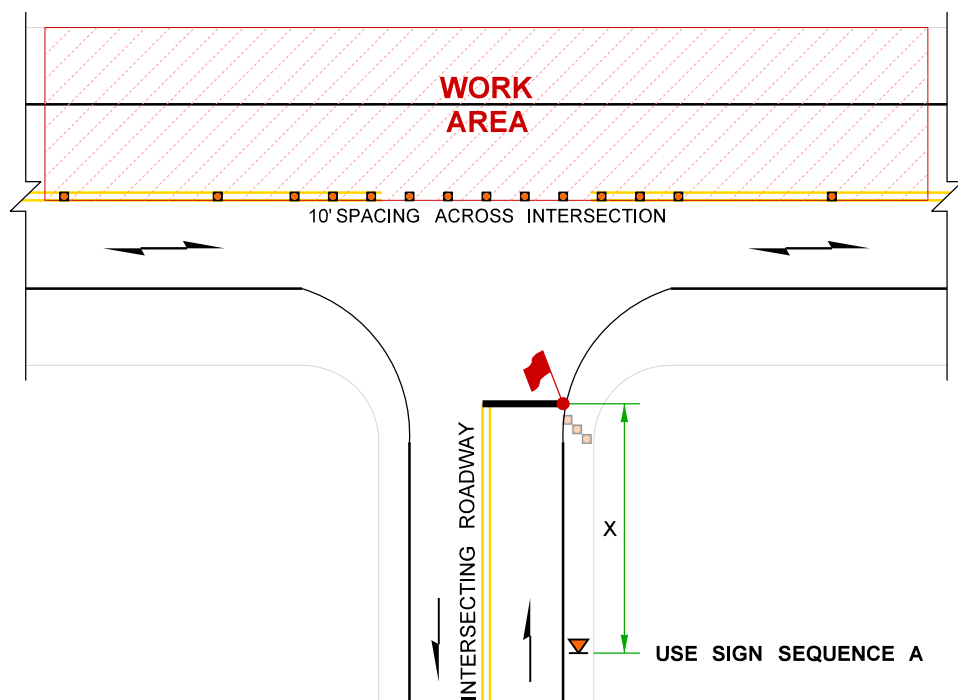
- 10. FOR LEGEND, TABLES, AND ADDITIONAL NOTES: SEE TC320, SHEET 1.
- 11. WORK MAY OCCUR ACROSS INTERSECTING ROADWAY APPROACH BY HOLDING ACCESS TRAFFIC UP TO 5 MINUTES AND RESTRICTING TURNS FROM MAINLINE. CHANNELIZATION DEVICES DELINEATING APPROACH MAY BE REMOVED.
- 12. SINGLE FLAGGER MAY BE ADDED TO THE INTERSECTING ROADWAY APPROACH TO HELP GUIDE ALTERNATING TRAFFIC THROUGH INTERSECTION.
- 13. WORK MAY OCCUR ACROSS DRIVEWAY OR ACCESS APPROACH BY HOLDING ACCESS TRAFFIC UP TO 5 MINUTES AND RESTRICTING TURNS FROM MAINLINE. CHANNELIZATION DEVICES DELINEATING ACCESS MAY BE REMOVED.
- 14. PAVEMENT MARKINGS MAY VARY.



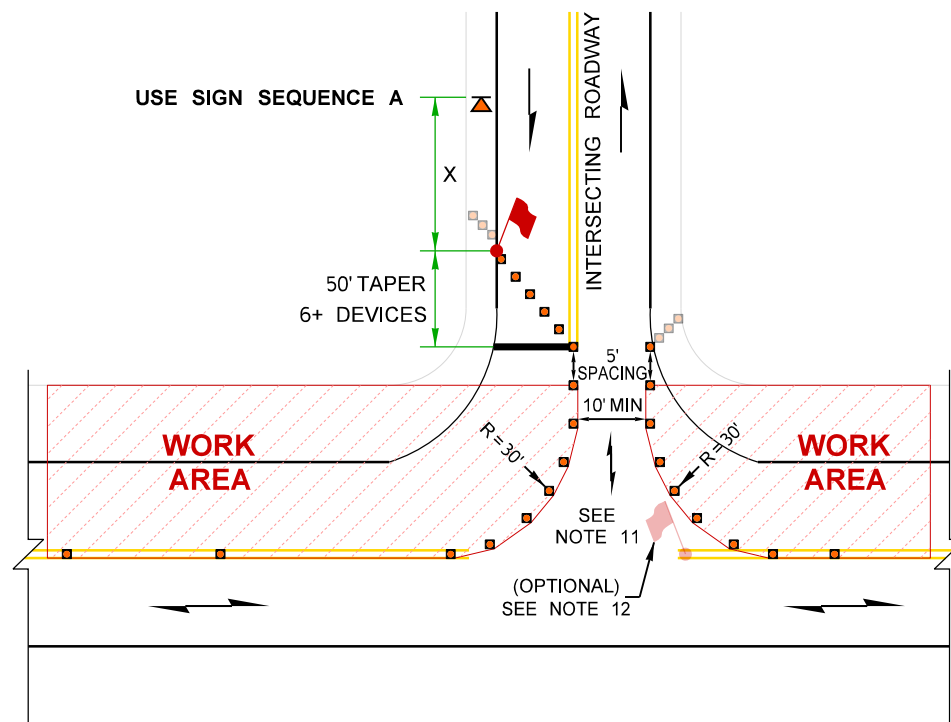
**UNSIGNALIZED INTERSECTING ROADWAY DETAIL  
SAME SIDE AS LANE CLOSURE (TWO OPEN LANES)**



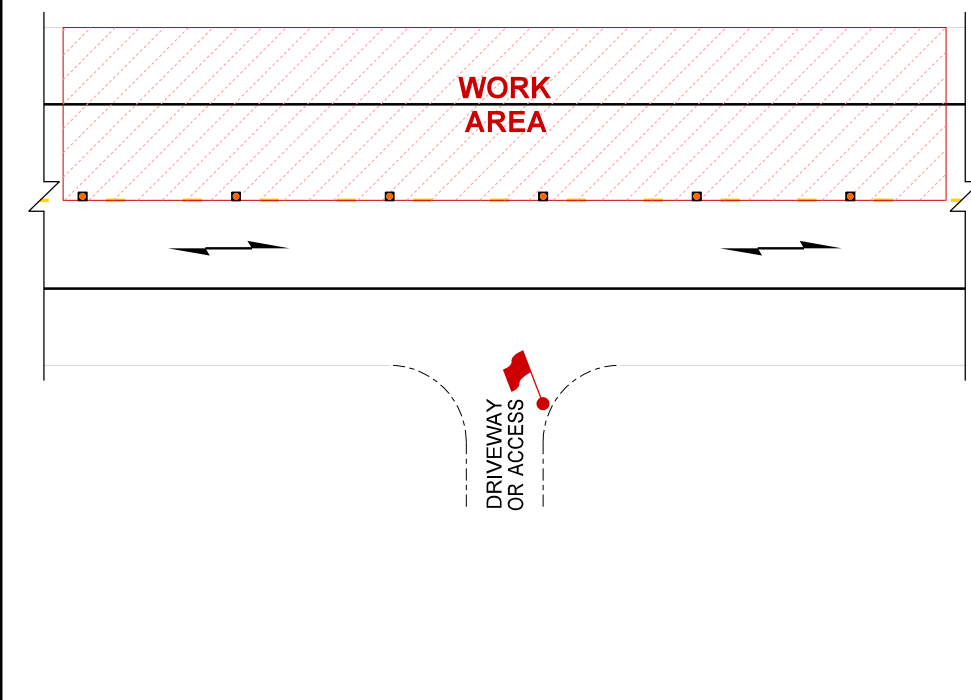
**DRIVEWAY OR BUSINESS ACCESS DETAIL  
SAME SIDE AS LANE CLOSURE**



**UNSIGNALIZED INTERSECTING ROADWAY DETAIL  
OPPOSITE OF LANE CLOSURE**



**UNSIGNALIZED INTERSECTING ROADWAY DETAIL  
SAME SIDE AS LANE CLOSURE (SINGLE OPEN LANE)**



**DRIVEWAY OR BUSINESS ACCESS DETAIL  
OPPOSITE OF LANE CLOSURE**

**ALTERNATING 1-LANE, 2-WAY TRAFFIC: FLAGGER-CONTROLLED (45+ MPH HIGHWAYS)**

NOT TO SCALE

FILE NAME	C:\Users\LintzF\OneDrive - Washington State Department of Transportation\Desktop\Work Zone TCPS\320Hwy45+AltTrafficFlagger.dgn				REGION NO.		STATE	FED.AID PROJ.NO.	Washington State Department of Transportation		Plot 2
TIME	12:13:29 PM				10		WASH		TYPICAL TRAFFIC CONTROL PLANS		PLAN REF NO TC320
DATE	10/31/2022				JOB NUMBER				SHEET 2 OF 2 SHEETS		
PLOTTED BY	LintzF				CONTRACT NO.			LOCATION NO.	DATE		
DESIGNED BY					DATE				P.E. STAMP BOX		
ENTERED BY					DATE				P.E. STAMP BOX		
CHECKED BY					DATE				P.E. STAMP BOX		
PROJ. ENGR.					DATE				P.E. STAMP BOX		
REGIONAL ADM.					DATE				P.E. STAMP BOX		
	REVISION				DATE		BY				

SIGN SPACING = X (1)			
RURAL HIGHWAYS	60-65 MPH	800' +/-	
RURAL ROADS	45-55 MPH	500' +/-	
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS AND DRIVEWAYS.			

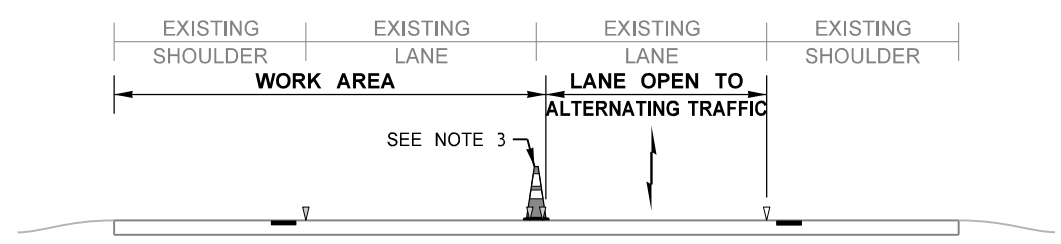
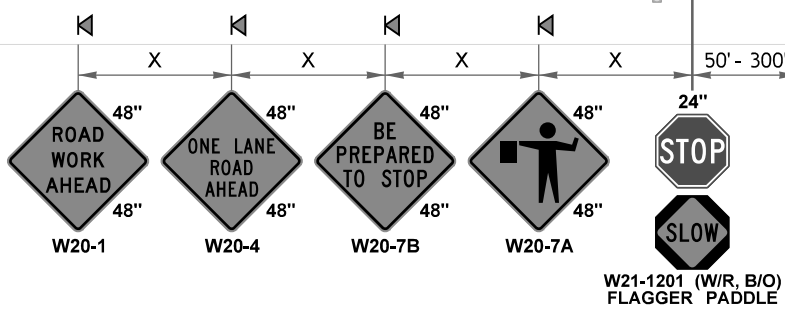
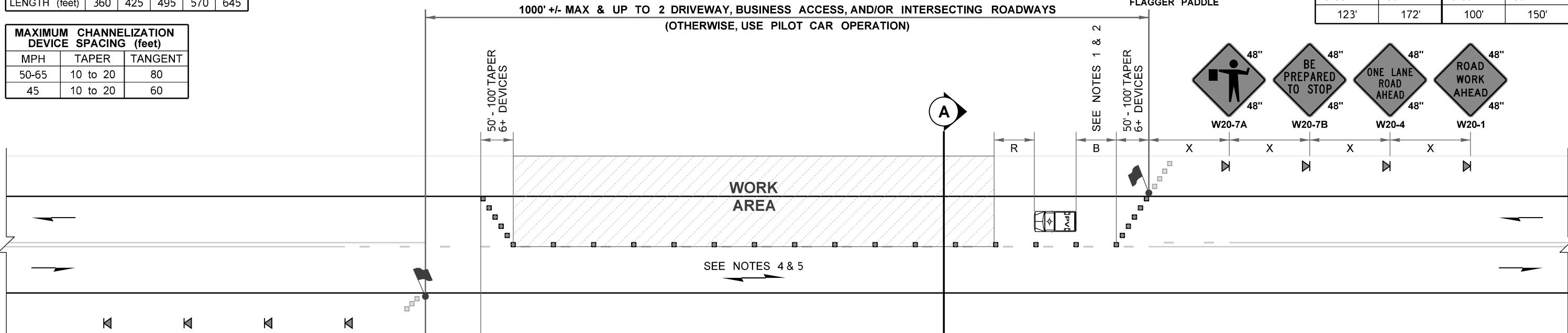
FOR DRIVEWAY, BUSINESS ACCESS, AND INTERSECTING ROADWAY DETAILS SEE TC320, SHEET 2.

PROTECTIVE VEHICLE ROLL AHEAD DISTANCE = R  
NO SPECIFIED DISTANCE REQUIRED.  
STRATEGICALLY POSITION WORK VEHICLE TO PROTECT WORK CREW.

LONGITUDINAL BUFFER SPACE = B					
SPEED (MPH)	45	50	55	60	65
LENGTH (feet)	360	425	495	570	645

MAXIMUM CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
50-65	10 to 20	80
45	10 to 20	60

STATIONARY TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R			
HOST VEHICLE WEIGHT LESS THAN 22,000 lbs.		HOST VEHICLE WEIGHT 22,000+ lbs.	
45-55 MPH	60+ MPH	45-55 MPH	60+ MPH
123'	172'	100'	150'



**NOTES:**

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2. IF LONGITUDINAL BUFFER SPACE IS REDUCED FROM DISTANCES LISTED IN TABLE, UPGRADE PROTECTIVE VEHICLE TO A TRANSPORTABLE ATTENUATOR.
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4. BICYCLISTS MAY BE COMBINED WITH ALTERNATING VEHICULAR TRAFFIC. BIKES TO CLEAR PRIOR TO FLAGGERS RELEASING ONCOMING TRAFFIC.
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6. SEE STANDARD SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS:
  - 1-07.8(1) HIGH-VISIBILITY APPAREL
  - 1-10.3(1)A FLAGGERS AND NIGHTTIME ILLUMINATION
  - 1-10.3(2)A TRAFFIC CONTROL PROCEDURES
  - 9-35.1 24-INCH STOP/SLOW PADDLE SIZE
7. FOR PROJECT-SPECIFIC REQUIREMENTS, SEE SPECIAL PROVISIONS.
8. SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE INDICATED.
9. ACTUAL CENTERLINE PAVEMENT MARKINGS MAY VARY.

**LEGEND:**

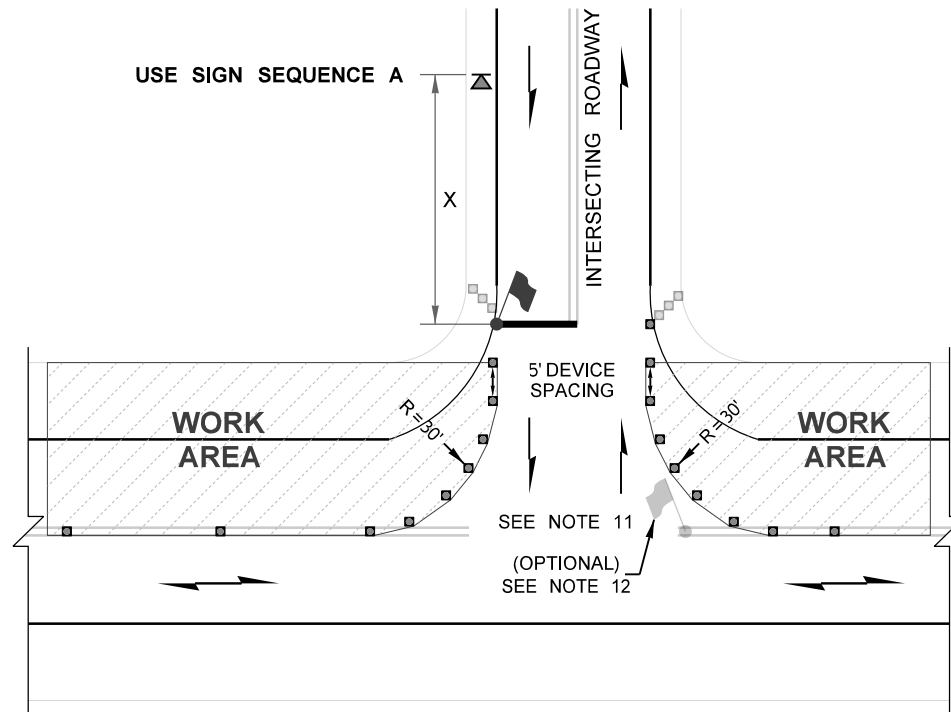
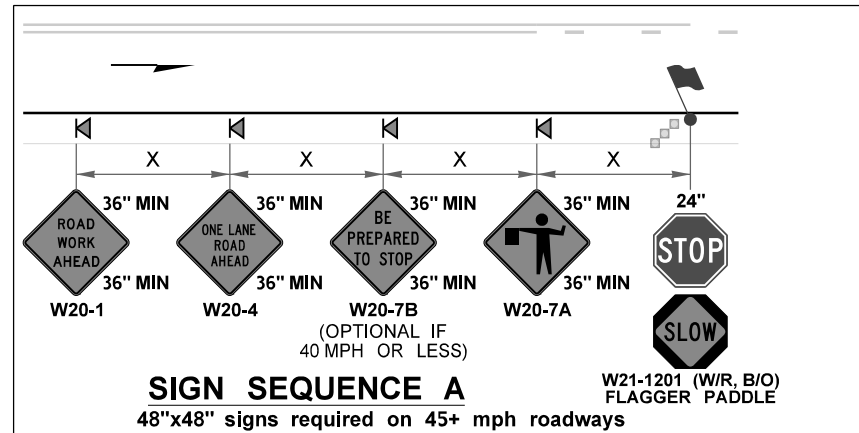
- TEMPORARY SIGN LOCATION
- 28" REFLECTIVE TRAFFIC CONE (SEE NOTE 3)
- OPTIONAL CHANNELIZATION DEVICE
- PROTECTIVE VEHICLE (SEE NOTE 2)
- FLAGGER

**ALTERNATING 1-LANE, 2-WAY TRAFFIC: FLAGGER-CONTROLLED (45+ MPH HIGHWAYS)**  
NOT TO SCALE

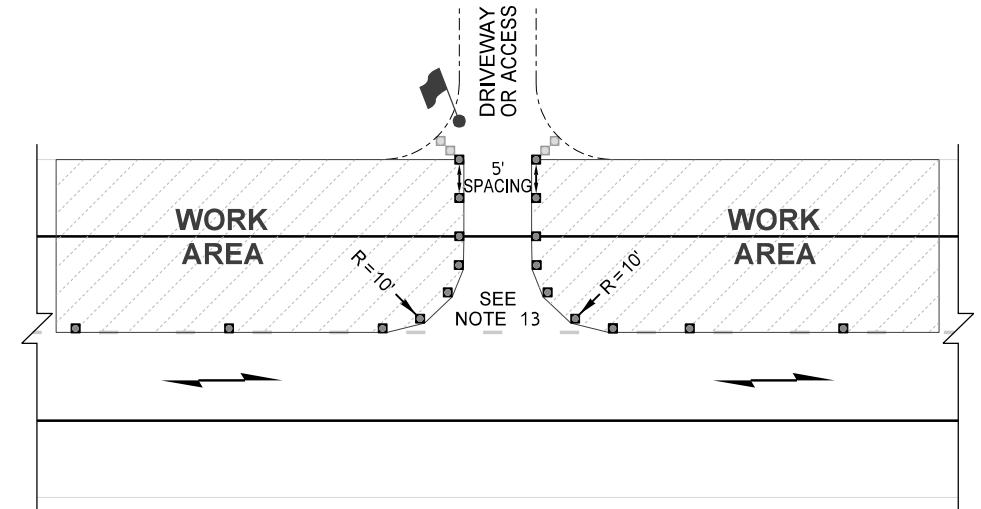
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TIME	12:13:30 PM				PLAN REF NO
DATE	10/31/2022				TC320
PLOTTED BY	LintzF				SHEET 1 OF 2 SHEETS
DESIGNED BY					
ENTERED BY					TYPICAL TRAFFIC CONTROL PLANS
CHECKED BY					
PROJ. ENGR.					Log 103
REGIONAL ADM.					
REVISION	DATE	BY	CONTRACT NO.	LOCATION NO.	

**NOTES:**

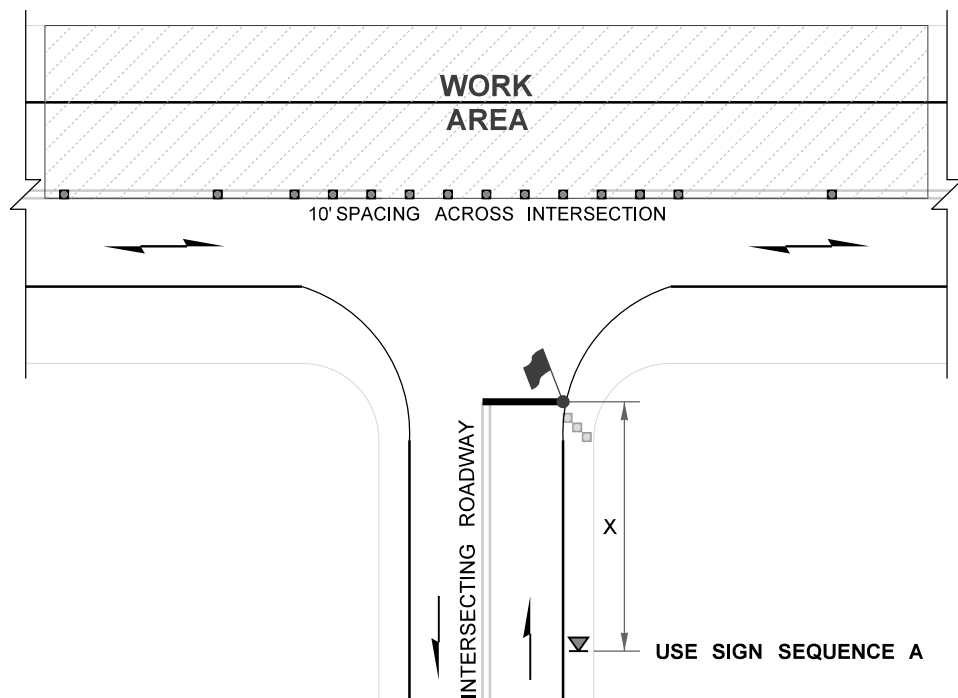
- 10. FOR LEGEND, TABLES, AND ADDITIONAL NOTES: SEE TC320, SHEET 1.
- 11. WORK MAY OCCUR ACROSS INTERSECTING ROADWAY APPROACH BY HOLDING ACCESS TRAFFIC UP TO 5 MINUTES AND RESTRICTING TURNS FROM MAINLINE. CHANNELIZATION DEVICES DELINEATING APPROACH MAY BE REMOVED.
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- 13. WORK MAY OCCUR ACROSS DRIVEWAY OR ACCESS APPROACH BY HOLDING ACCESS TRAFFIC UP TO 5 MINUTES AND RESTRICTING TURNS FROM MAINLINE. CHANNELIZATION DEVICES DELINEATING ACCESS MAY BE REMOVED.
- 14. PAVEMENT MARKINGS MAY VARY.



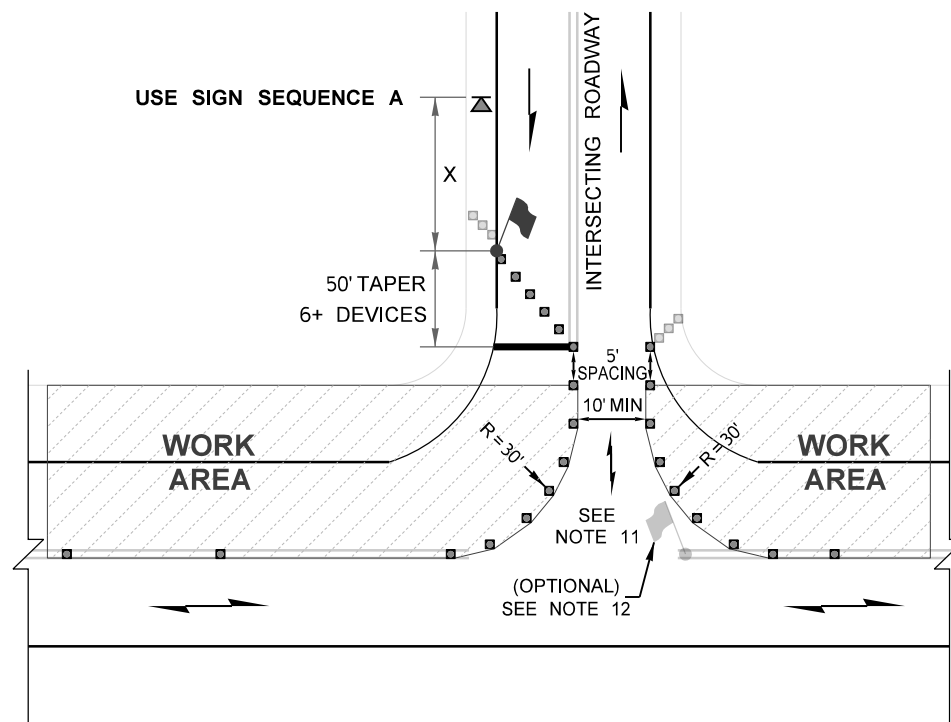
**UN SIGNALIZED INTERSECTING ROADWAY DETAIL  
SAME SIDE AS LANE CLOSURE (TWO OPEN LANES)**



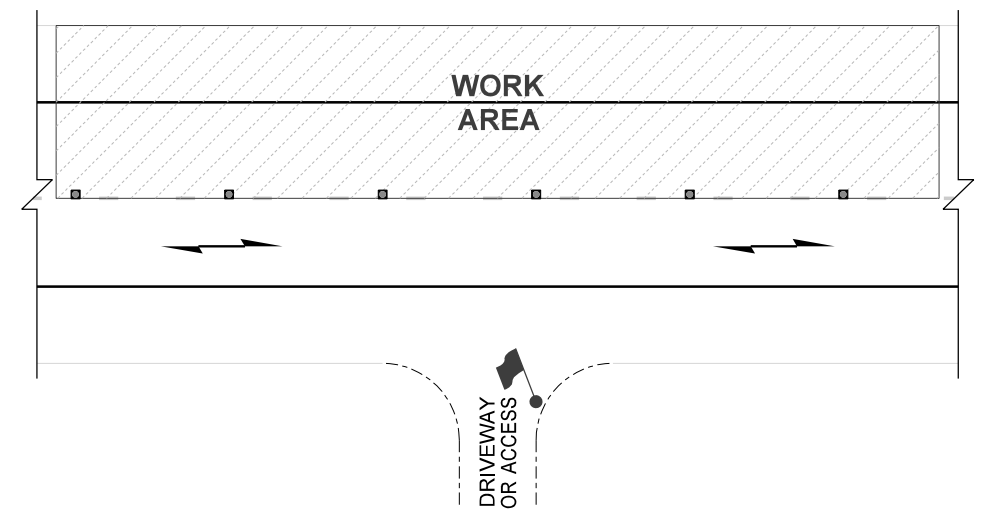
**DRIVEWAY OR BUSINESS ACCESS DETAIL  
SAME SIDE AS LANE CLOSURE**



**UN SIGNALIZED INTERSECTING ROADWAY DETAIL  
OPPOSITE OF LANE CLOSURE**



**UN SIGNALIZED INTERSECTING ROADWAY DETAIL  
SAME SIDE AS LANE CLOSURE (SINGLE OPEN LANE)**



**DRIVEWAY OR BUSINESS ACCESS DETAIL  
OPPOSITE OF LANE CLOSURE**

**ALTERNATING 1-LANE, 2-WAY TRAFFIC: FLAGGER-CONTROLLED (45+ MPH HIGHWAYS)**

NOT TO SCALE

FILE NAME	C:\Users\LintzF\OneDrive - Washington State Department of Transportation\Desktop\Work Zone TCPS\320Hwy45+AltTrafficFlagger.dgn						<p>Washington State Department of Transportation</p>	Plot 2
TIME	12:13:31 PM				REGION NO.	STATE		PLAN REF NO.
DATE	10/31/2022				10	WASH	TC320	
PLOTTED BY	LintzF				JOB NUMBER		SHEET 2 OF 2 SHEETS	
DESIGNED BY					CONTRACT NO.			
ENTERED BY					LOCATION NO.			
CHECKED BY					DATE			
PROJ. ENGR.					DATE			
REGIONAL ADM.	REVISION	DATE	BY	P.E. STAMP BOX	P.E. STAMP BOX	TYPICAL TRAFFIC CONTROL PLANS		

**WORK ZONE MICROSTATION CELLS:**

**This Typical Traffic Control Plan has updated work zone cells (as of October 2022) already incorporated.** An extensive library of updated work zone cells are now available that appear as full color in Microstation, working with a black or white background. These updated cells have been programmed to automatically print in grayscale when printing in black/white when the color table is up to date (Settings -> Color Table. In the Color Table, select File -> Default and click Attach and Close).

- (1) WSDOT CAE automatically updates WSDOT staff cell libraries (no action needed).
- (2) External users must manually install updated WSDOT cell libraries into Microstation.  
See <https://wsdot.wa.gov/engineering-standards/design-topics/engineering-applications/software-resource-updates>

For additional information email HQCAEHelpDesk@wsdot.wa.gov.

**UPDATING OLD TRAFFIC CONTROL PLAN CELLS:**

Designers should update all the tables at a minimum. The "old" wireframe signs can still be used in PS&Es; however, if time allows the designer can replace them with updated ones in the Microstation work zone cell library. Please do not delete the background on the new signs if used. Only if time allows, the work zone symbols can be updated but it is not necessary. We understand it will take years to complete the transition to the updated work zone cells.

For technical support and guidance see <https://wsdot.wa.gov/engineering-standards/design-topics/engineering-applications/technical-support-guidance>

**TYPICAL TCP USAGE EXPLANATION:**

- Plot 1:** Flagger-controlled 1-lane, 2-way alternating traffic on **45+ mph 2-lane highways** unshifted within the existing open lane up to 1000' +/- maximum between mainline flaggers and up to 2 driveway, business access, and/or intersecting roadways.
- \* To shift open lane over onto shoulder, see TC321
  - \* For temporary transverse rumble strips, see TC322
  - \* When mainline flaggers are separated more than 1000 feet or when 3+ driveway, business access, and/or intersecting roadways are present, use TC323 (Pilot Car Operation TCP)
  - \* **For corridors with high volumes (exceeding 800 vehicles/hour in all directions), contact Region Traffic Operations to determine if the High-Volume version (TC324) should be used.**
  - \* For flagger-controlled traffic through signalized intersections, see TC327
  - \* For flagger-controlled traffic through roundabouts, see TC328
- If not published yet, they will be added in the future.

- Plot 2:** Details for intersecting roadways and driveway/business access for Plot 1.
- \* When 3+ driveway, business access, and/or intersecting roadways are present, use TC323 (Pilot Car Operation TCP)

- Other Alternating Traffic TCPs (45+ mph):** See Typical Traffic Control Plan Library (<https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/plan-sheet-library/work-zone-typical-traffic-control-plans-tcp>)
- \* TC320s for variations of flagger-controlled alternating traffic
  - \* TC330s for AFAD-controlled alternating traffic
  - \* TC340s for temporary signal-controlled alternating traffic plans
  - \* TC350s for traffic holds
- If not published yet, they will be added in the future.

- Other Alternating Traffic TCPs (40 mph or less):** See Typical Traffic Control Plan Library (<https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/plan-sheet-library/work-zone-typical-traffic-control-plans-tcp>)
- \* TC420s for variations of flagger-controlled alternating traffic
  - \* TC430s for AFAD-controlled alternating traffic
  - \* TC440s for temporary signal-controlled alternating traffic plans
  - \* TC450s for traffic holds
- If not published yet, they will be added in the future.

**DESIGNER NOTES:**

- A. Contact Region Traffic Operations to determine which Typical TCP(s) to utilize, as their are several variations available (or soon will be).
- B. These typical traffic control plans may be modified for site specific situations and/or WSDOT Region Traffic Operations standard practices. **Typical TCPs are not "Standard Plans".**
- C. **Do not use variable work zone speed limit reductions with flagging or AFAD operations.** These plans are to be used with the existing speed limit (or continuous work zone speed limit reduction, if applicable). Region Traffic Operations must approve all regulatory speed limit reductions and advisory speeds in work zones. See WSDOT Traffic Manual Section 5-18, Executive Order E1060 for details.
- D. See MUTCD Table 6F-1 for additional temporary sign size information. Work zone signs are usually smaller than those used permanently.
- E. WAC 468-95-300 modifies MUTCD Table 6-1 "Recommended Advance Warning Sign Minimum Spacing". Sign spacing may be adjusted for field conditions based on engineering judgement. The Sign Spacing table is acceptable to use in Typical TCPs; however, site-specific traffic control plans should include actual sign spacing values (with +/-) that have been verified in the field, on SR view, or via Google Maps.
- F. When positioned behind channelization devices, temporary signs should be mounted at 5' minimum.
- G. The work zone design speed is typically the posted speed limit (or the work zone speed limit when in effect). For split speed limits (SPEED LIMIT 65 TRUCKS 60), use the higher 65 mph for work zone design. For this Typical TCP, the work zone design speed is based on the existing posted speed limit for sign spacing, channelization device spacing, buffer, and roll ahead distances.
- H. "Flagger tapers" are always 50'-100' per closed lane with 6 devices minimum (10'-20' spacing on the taper), regardless of the posted speed limit or lane width per MUTCD 6C.08, Paragraph 15. Never use "L" for these tapers.
- I. Channelization devices types may be modified (vertical panel channelization devices prohibited). 28" reflective traffic cones are recommended on flagger-controlled alternating traffic (especially for access delineation to maintain visibility for turning motorists). 36" reflective traffic cones, 42" tall channelization devices, or traffic safety drums may be used. Warning lights on channelization devices is being phased out in Washington. Contact Region Traffic Operations for information regarding their standard practices.
- J. Maximum channelization device spacing table for tangents is based on WAC 468-95-301 and may ALWAYS be reduced.
- K. Sequential arrow boards are prohibited at flagger tapers per WSDOT standard practice and per MUTCD Guidance TA-10.
- L. Per MUTCD Section 6C.06, longitudinal buffer spaces are optional. Using longitudinal buffer spaces listed in MUTCD Table 6C-2 is recommended as best practice when feasible, but may be adjusted based on engineering judgement. The Longitudinal Buffer Space table is acceptable in Typical TCPs; however, site-specific traffic control plans should include actual buffer distances that have been verified in the field, on SR view, or via Google Maps.
- M. The lateral buffer (transverse distance between open travel lanes and work area) is optional. No lateral buffer has been provided in these Typical TCPs due to the low speeds of alternating traffic. Actual work area limits may be modified.
- N. WSDOT best practice is to place a protective vehicle (PV) in the closed lane in advance of the work area for flagger-controlled alternating traffic, but provide a full longitudinal buffer space to provide errant vehicles an opportunity to stop at the posted speed limit on 45+ mph roadways before impacting the PV. If the longitudinal buffer distance must be reduced or eliminated on 45+ mph roadways with flagger-controlled alternating traffic, then upgrade the PV to a transportable attenuator (TA). Additional PVs (or TAs) may be added prior to multiple work crews within a work area. Contact Region Traffic Operations for their standard practice.
- O. Placing channelization devices transversely (at 0° and 3-foot spacing) is an optional strategy to stop move errant drivers traveling within the closed lane(s) but is not shown in the Typical TCP.
- P. The downstream taper of 50'-100' is required on 1-lane, 2-way traffic configurations.
- Q. Duration of traffic holds for driveways, business accesses, and/or roadway approaches is listed as 5 minutes in this Typical Traffic Control Plan, but may be adjusted. Contact Region Traffic Operations for additional guidance.

**ALTERNATING 1-LANE, 2-WAY TRAFFIC: FLAGGER-CONTROLLED (45+ MPH HIGHWAYS)**

<b>INFORMATIONAL USE ONLY</b>	Plot 3
<b>DO NOT INCLUDE THIS SHEET IN CONTRACT PS&amp;Es or TCP SUBMITTALS.</b>	<b>TC320</b>
<b>DESIGNER GUIDANCE</b>	Page 165

APPENDIX E  
Summary of Quantities

**Summary of Quantities  
Citywide Pavement Repair  
City of Port Orchard  
February 2023**

**SCHEDULE A - Base Bid/Old Clifton Overlay**

Spec. Section	Item Name	Unit	Quantity
1	1-04.4 STD	Minor Change	CALC 1
2	1-09 STD	Mobilization	LS 1
3	1-07.15 STD	SPCC Plan	LS 1
4	1-10.4 STD	Project Temporary Traffic Control	LS 1
5	2-02 SP	Remove Asphalt Conc. Curb	LF 400
6	4.04 STD	Curshed Surfacing Base Course (Shoulder Ballasting)	TN 280.0
7	5-04 STD	HMA CL. 1/2" PG 58-22 (Overlay)	TN 2390
8	5-04 SP	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY 398
9	5-04 SP	Planing Bituminous Pavement	SY 2000
10	5-04 STD	Pavement Repair Excavtion Incl. Haul	SY 398
11	5-04 SP	4" HMA Wedge Curb	LF 400
12	5-04 SP	Crack Sealing	FA 1
13	7-05 STD	Adjust Catch Basin	EA 3
14	7-05 STD	Adjust Manhole	EA 8
15	7-12 SP	Adjust Valve Box	EA 1
16	8-02 STD	Inlet Protection	EA 5
17	8-22 STD	Paint Line	LF 14700
18	8-22 STD	Plastic Crosswalk Line (Type A Thermoplastic)	SF 180
19	8-22 STD	Plastic Stop Line (Type A Thermoplastic)	LF 65
20	8-22 STD	Plastic Traffic Arrow (Type A Thermoplastic)	EA 17

**SCHEDULE B - Sidney Rd.**

Spec. Section	Item Name	Unit	Quantity
101	1-04.4 STD	Minor Change	CALC 1
102	1-09 STD	Mobilization (10%)	LS 1
103	1-10 STD	Project Temporary Traffic Control (10%)	LS 1
104	5-04 STD	Pavement Repair Excavtion Incl. Haul	SY 852
105	5-04 SP	Curshed Surfacing Base Course for Pavement Repair	TN 90
106	5-04 SP	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY 852
107	5-04 STD	Crack Sealing	LF 10510
108	7-12 SP	Adjust Valve Box	EA 3
109	8-22 STD	Paint Line	LF 1290
110	8-22 STD	Plastic Crosswalk Line (Type A Thermoplastic)	SF 200
111	8-22 STD	Plastic Stop Line (Type A Thermoplastic)	LF 40
112	8-22 STD	Plastic Traffic Arrow (Type A Thermoplastic)	EA 2

**SCHEDULE C - Bethel Rd.**

Spec. Section	Item Name	Unit	Quantity
201	1-04.4 STD	Mobilization (10%)	LS 1
202	1-09 STD	Minor Change	CALC 1
203	1-10 STD	Project Temporary Traffic Control (10%)	LS 1
204	2-02 STD	Removing Cement Concrete Sidewalk	SY 40
205	5-04 STD	Pavement Repair Excavtion Incl. Haul	SY 1550
206	5-04 SP	Curshed Surfacing Base Course for Pavement Repair	TN 160
207	5-04 SP	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY 1550
208	5-04 STD	Crack Sealing	LF 750
209	7-05 STD	Adjust Manhole	EA 3
210	8-04 STD	Cement Concrete Pedestrian Curb	LF 60
211	8-04 STD	Cement Concrete Traffic Curb and Gutter	LF 60
212	8-14 STD	Cement Concrete Curb Ramp Type Parallel A	EA 2
213	8-14 STD	Cement Concrete Sidewalk	SY 35
214	8-22 STD	Paint Line	LF 630
215	8-22 STD	Plastic Crosswalk Line (Type A Thermoplastic)	SF 280
216	8-22 STD	Plastic Stop Line (Type A Thermoplastic)	LF 40
217	8-22 STD	Plastic Traffic Arrow (Type A Thermoplastic)	EA 4

**SCHEDULE D - Shop Facility**

Spec. Section	Item Name	Unit	Quantity
301	1-04.4 STD	Minor Change	CALC 1
302	1-09 STD	Mobilization (10%)	LS 1
303	5-04 STD	HMA CL. 1/2" PG 58-22 (Paved Lot) 4" depth	TN 240
		Plus tax (Rule 170)	

**SCHEDULE E - Decant Facility**

Spec. Section	Item Name	Unit	Quantity
401	1-04.4 STD	Minor Change	CALC 1
402	1-09 STD	Mobilization (10%)	LS 1
403	5-04 STD	HMA CL. 1/2" PG 58-22 (Paved Lot) 4" depth	TN 40
		Plus tax (Rule 170)	

**SCHEDULE F - Carl Pickle Dr.**

Spec. Section	Item Name	Unit	Quantity
501	1-04.4 STD	Minor Change	CALC 1
502	1-09 STD	Mobilization (10%)	LS 1
503	1-10 STD	Project Temporary Traffic Control (10%)	LS 1
504	5-04 STD	Pavement Repair Excavtion Incl. Haul	SY 88
505	5-04 SP	Curshed Surfacing Base Course for Pavement Repair	TN 10
506	5-04 SP	HMA CL. 1/2" PG 58-22 (Roadway Reconstruction)	SY 88
507	5-04 STD	Crack Sealing	LF 130
508	8-22 STD	Paint Line	LF 160