

## **RESOLUTION NO. 1469**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AWARDING A PUBLIC WORKS CONTRACT FOR THE CAMERON STREET PAVEMENT PRESERVATION PROJECT - TIB PROJECT NO. 2-E-924(007)-1 TO HUMBERT ASPHALT, INC.; AND, AUTHORIZING THE MAYOR TO EXECUTE A PUBLIC WORKS CONSTRUCTION CONTRACT WITH HUMBERT ASPHALT, INC., NOT TO EXCEED \$76,250, EXCLUDING APPLICABLE SALES & USE TAX.**

**WHEREAS**, the City made application and was awarded a Transportation Improvement Board grant for the Cameron Street Pavement Preservation Project - TIB PROJECT NO. 2-E-924(007)-1 ("Project"); and

**WHEREAS**, the City utilized the small works process to obtain bids for the Project; and

**WHEREAS**, after four bids were received and opened, Anderson Perry & Associates, Inc., determined, as prescribed by RCW 39.04.010, that the lowest responsive and responsible bidder was Humbert Asphalt, Inc.; and

**WHEREAS**, Anderson Perry & Associates, Inc., and City staff analyzed the proposal and recommends that Humbert Asphalt, Inc., be awarded the contract as the lowest responsive and responsible bidder for the Project in the amount not to exceed \$76,250, excluding applicable sales and use taxes; and

**WHEREAS**, the City Council constitutes the legislative authority of the City of Dayton and deems the Project to be in the best interest of the city.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Contract Award.** The City Council hereby awards the public works contract for the Cameron Street Pavement Preservation Project - TIB Project No. 2-E-924(007)-1 to Humbert Asphalt, Inc., in the form attached hereto as Exhibit A.

**Section 2. Authorization.** The Mayor is hereby authorized to execute the public works construction contract between the City of Dayton and Humbert Asphalt, Inc., in the amount not to exceed \$76,250, excluding applicable sales and use taxes, for the Cameron Street Pavement Preservation Project - TIB Project No. 2-E-924(007)-1.

**PASSED** by the City Council on the 14<sup>TH</sup> day of APRIL, 2021.

City of Dayton

  
Zac Weatherford, Mayor

Attested/Authenticated:

  
Trina Cole, City Administrator

Approved as to form:

  
Quinn Plant, City Attorney

## **CONTRACT DOCUMENTS**

# **CITY OF DAYTON, WASHINGTON**

## **CAMERON STREET PAVEMENT PRESERVATION**

# **2021**



**CONTRACT DOCUMENTS**  
**FOR**  
**CITY OF DAYTON, WASHINGTON**  
**CAMERON STREET PAVEMENT PRESERVATION**

**2021**



**ANDERSON PERRY & ASSOCIATES, INC.**  
Walla Walla, Washington  
La Grande, Redmond, and Hermiston, Oregon

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## **INSTRUCTIONS TO BIDDERS**

### **SECTION 1 - PROJECT INFORMATION**

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Project Name: Cameron Street Pavement Preservation 2021

Owner: City of Dayton  
111 South 1st Street  
Dayton, Washington 99328

Engineer: Anderson Perry & Associates, Inc.  
P.O. Box 1687/214 East Birch Street  
Walla Walla, Washington 99362  
(509) 529-9260 (phone)  
(509) 529-8102 (fax)

Contact Person: Adam Schmidtgall, P.E.  
(509) 529-9260

### **SECTION 2 - COPIES OF BIDDING DOCUMENTS**

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This project is being presented through the Small Works Roster process.

Bids will be received from selected contractors on the City's Small Works Roster by the City of Dayton, Washington at City Hall, 111 South 1st Street, Dayton, Washington 99328, until 2:00 p.m., local time, March 25, 2021, and then read aloud.

Complete sets of Bidding Documents must be used in preparing Bids; neither the Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The Owner and the Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### **SECTION 3 - PRE-BID CONFERENCE**

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A pre-Bid conference will not be scheduled.

### **SECTION 4 - SITE AND OTHER AREAS**

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The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent

structures or permanent changes in existing facilities are to be obtained and paid for by the Owner unless otherwise provided in the Bidding Documents.

#### SECTION 5 - INTERPRETATIONS AND ADDENDA

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All questions about the meaning or intent of the Bidding Documents are to be submitted to the Engineer in writing. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than 5 days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the Owner or Engineer. Written Addenda to the Contract Documents, if issued, will be delivered to all parties recorded as having received the Bidding Documents no later than 24 hours prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addenda shall not relieve such Bidder from any obligation under the Bid as submitted. All Addenda so issued shall become part of the Contract Documents. It is the responsibility of all prospective Bidders to check with the Engineer prior to submitting his/her Bid to verify whether or not any Addenda have been issued for the project.

#### SECTION 6 - BID SECURITY

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A Bid must be accompanied by Bid security made payable to the Owner in an amount of 5 percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on the form included with the Bid Form) issued by a surety meeting the requirements of the Standard Specifications.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, the Owner may annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of 7 days after the Effective Date of the Agreement, or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

Liquid bid security of other Bidders whom the Owner believes do not have a reasonable chance of receiving the award will be returned within 7 days after the Bid opening.

#### SECTION 7 - CONTRACT TIMES

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The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) completed and ready for final payment are set forth in the Special Provisions.

## SECTION 8 - LIQUIDATED DAMAGES

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Provisions for liquidated damages shall be as set forth in the Standard Specifications, unless otherwise modified in the Special Provisions.

## SECTION 9 - PREPARATION OF BID

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The Bid Form is included with the Bidder's Packet (bound separately). All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item listed therein. A conditional or qualified bid will not be accepted.

A Bid by a corporation shall be executed in the corporate name by the president, vice president, or other corporate officer. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A Bid by a limited liability company shall be executed in the name of the firm by a member. The state of formation of the firm and the official address of the firm must be shown below the signature.

A Bid by an individual shall show the Bidder's name and official address.

A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.

All names should be typed or printed in ink below the signatures. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form. The address and telephone number for communications regarding the Bid should be shown.

The Bid shall contain evidence of the Bidder's authority and qualification to do business in the state where the Project is located. The Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid Form.

## SECTION 10 - BASIS OF BID; EVALUATION OF BIDS

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Bidders shall submit a Bid for each item of Work listed in the Bid schedule. Any discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bid items calling for unit prices show estimated quantities of Work to be performed. These quantities are approximate only and are for bidding purposes only. Payment of the Contractor shall be made on the Work actually performed by the Contractor. The Owner reserves the right to increase or decrease the amount of these quantities as may be deemed necessary.

## SECTION 11 - SUBMITTAL OF BID

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Each prospective Bidder is furnished one copy of the Bidder's Packet. The Bidder's Packet is to be completed and submitted. The Bidder's Packet includes the following data:

- A. Bid Form
- B. Bid Security
- C. Bidder's Contract Bond Statement
- D. Certificate of Compliance with Wage Payment Statutes

A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement and shall be enclosed in an opaque, sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and his/her Washington contractor license number, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed as indicated in the in Section 2 of the Instructions to Bidders.

Washington law requires anyone who is engaged for compensation in construction activities to be registered with the State of Washington Department of Labor and Industries in accordance with RCW 18. Registration is required for any individual or business entity that advertises, offers, bids, or arranges to do, or actually does any construction, alteration, remodeling, or repair involving residential, commercial, industrial, or public works improvements. This includes partnerships, corporations, and self-employed individuals, whether working by the hour, week, job, or "cost-plus," whether by written contract or oral agreement.

## SECTION 12 - MODIFICATION AND WITHDRAWAL OF BID

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A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. The Owner shall not accept telegraphic modification, telephonic facsimile, or similar modification.

## SECTION 13 - OPENING OF BIDS

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Bids will be publicly opened at the time and place indicated in Section 2 of the Instructions to Bidders, and, unless obviously nonresponsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders within 7 days after the opening of Bids.

## SECTION 14 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but the Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## SECTION 15 - AWARD OF CONTRACT

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Award of the Contract will be made to the lowest cost responsible and qualified Bidder. The Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner may also reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price.

More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

In evaluating Bids, the Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid form or prior to the Notice of Award.

In evaluating Bidders, the Owner will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of subcontractors, suppliers, and other individuals or entities must be submitted as provided in the Standard Specifications.

The Owner may conduct such investigations as deemed necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents. Such investigation shall be pursuant to Washington Administrative Code 296.

The Owner shall not accept a Bid in which a mistake is clearly evident on the face of the Bid Form document but the intended correct bid is not clearly evident or cannot be substantiated from accompanying documents.

If alternate Bids are requested, it is preferable that alternates be all "deductive" or all "additive." Alternates should be clearly specified at this location. The itemization in the Bid Form should be clearly identifiable and carefully follow the description provided here. The instructions should contain appropriate guidance for preparing the Bid. Alternates should be accepted in a particular order, which should be explained in the instructions. The alternates should be listed in the Bid Form in order of priority.

## SECTION 16 - CONTRACT SECURITY AND INSURANCE

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Division 1 of the Standard Specifications, as may be modified by the Special Provisions, sets forth the Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by such bonds and insurance certificates.

## SECTION 17 - SIGNING OF AGREEMENT

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When the Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents that are identified in the Agreement as attached thereto. Within 15 days thereafter, the Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to the Owner.

## SECTION 18 - RETAINAGE

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A sum of 5-percent of all monies earned on this project will be withheld as retainage per Standard Specification 1-09.9(1). A Notice of Completion of Public Works Contract will be submitted by the Owner to the Washington State Department of Revenue (DOR), Department of Labor and Industries (L&I), and Employment Security Department (ESD) following completion of the work. Retainage will not be released until authorized by DOR, L&I, and ESD.

**BIDDER'S PACKET**  
**(Bound Separately)**

## **REFERENCE TO STANDARD SPECIFICATIONS**

**The work under this Contract shall be performed as defined on the Drawings, Standard Plans, and in accordance with the Standard Specifications for Road, Bridge, and Municipal Construction, 2021 Edition, as jointly published by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association. The Standard Specifications are amended and modified as per the following Special Provisions.**



## **SPECIAL PROVISIONS**

## INTRODUCTION TO THE SPECIAL PROVISIONS

*(December 10, 2020 APWA GSP)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2021 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

*(March 8, 2013 APWA GSP)*

*(April 1, 2013 WSDOT GSP)*

Also incorporated into the Contract Documents by reference are:

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

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

## SPECIAL PROVISIONS

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2021 Standard Specifications for Road, Bridge and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

Several types of Special Provisions are included in this contract; General, Region, Bridges and Structures, and Project Specific. Special Provisions types are differentiated as follows:

(date)	General Special Provision
(*****)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
(Regions <sup>1</sup> date)	Region Special Provision
(BSP date)	Bridges and Structures Special Provision

**General Special Provisions** are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a "fill-in".

**Region Special Provisions** are commonly applicable within the designated Region. Region designations are as follows:

Regions <sup>1</sup>
ER Eastern Region
NCR North Central Region
NWR Northwest Region
OR Olympic Region
SCR South Central Region
SWR Southwest Region
WSF Washington State Ferries Division

**Bridges and Structures Special Provisions** are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a "fill-in".

**Project Specific Special Provisions** normally appear only in the contract for which they were developed.

**DIVISION 1**  
**GENERAL REQUIREMENTS**

**DESCRIPTION OF WORK**  
*(March 13, 1995)*

This Contract provides for the improvement of Cameron Street. Work includes pavement repair, overlaying, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

**1-01 DEFINITIONS AND TERMS**

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

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

**Dates**

**Bid Opening Date**

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

**Award Date**

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

**Contract Execution Date**

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

**Notice to Proceed Date**

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

**Substantial Completion Date**

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

**Physical Completion Date**

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

**Completion Date**

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the

Contract and required by law must be furnished by the Contractor before establishment of this date.

#### **Final Acceptance Date**

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

Supplement this Section with the following:

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

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

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

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

#### **Additive**

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

#### **Alternate**

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

#### **Business Day**

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

#### **Contract Bond**

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

#### **Contract Documents**

See definition for "Contract".

#### **Contract Time**

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

1       **Notice of Award**

2       The written notice from the Contracting Agency to the successful Bidder signifying the Contracting  
3       Agency's acceptance of the Bid Proposal.  
4

5       **Notice to Proceed**

6       The written notice from the Contracting Agency or Engineer to the Contractor authorizing and  
7       directing the Contractor to proceed with the Work and establishing the date on which the Contract  
8       time begins.  
9

10       **Traffic**

11       Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian  
12       traffic.  
13

14       **1-02           BID PROCEDURES AND CONDITIONS**

15  
16       **1-02.1       Prequalification of Bidders**

17  
18       Delete this Section and replace it with the following:  
19

20       **1-02.1       Qualifications of Bidder**  
21       *(January 24, 2011 APWA GSP)*  
22

23       Before award of a public works contract, a Bidder must meet at least the minimum qualifications of  
24       RCW 39.04.350(1) to be considered a responsible Bidder and qualified to be awarded a public works  
25       project.  
26

27       **1-02.2       Plans and Specifications**  
28       *(\*\*\*\*\*)*  
29

30       Delete this section and replace it with the following:  
31

32       Information as to where Bid Documents can be obtained or reviewed can be found in the Bidder  
33       Information Letter for the work.  
34

35       After award of the contract, plans and specifications will be issued to the Contractor at no cost as  
36       detailed below:  
37

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	3	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.

38  
39       **1-02.5   Proposal Forms**  
40       *(July 31, 2017 APWA GSP)*  
41

42       Delete this section and replace it with the following:  
43

44       The Proposal Form will identify the project and its location and describe the work. It will also list  
45       estimated quantities, units of measurement, the items of work, and the materials to be  
46       furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call

for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

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

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

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

Supplement this Section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;

3. The Contracting Agency named as obligee;
4. The amount of the Bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum Bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the Bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney. If so stated in the Contract Provisions, Bidder must use the bond form included in the Contract Provisions.

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

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

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

Delete this section and replace it with the following:

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

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received no later than 24 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

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

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Bidder Information Letter for receipt of Bid Proposals, or received in a location other than that specified in the Bidder Information Letter. The Contracting Agency will not open or consider any "Supplemental Information" (UDBE confirmations, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Bidder Information Letter.

#### **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

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

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and



- 1           3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency  
2 before the time set for receipt of Bid Proposals.  
3

4 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the  
5 time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal  
6 package to the Bidder. The Bidder must then submit the revised or supplemented package in its  
7 entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be  
8 considered withdrawn.  
9

10 Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by  
11 the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw,  
12 revise, or supplement a Bid Proposal are not acceptable.  
13

#### 14 **1-02.12 Public Opening of Proposals**

15  
16 Section 1-02.12 is supplemented with the following:  
17

18 (\*\*\*\*\*)

##### 19 **Date of Opening Bids**

20 Sealed Bids are to be received at the following location prior to the time specified:  
21

22 At the City of Dayton City Hall  
23 111 South 1st Street  
24 Dayton, Washington 99328  
25

26 The Bid opening date for this Project is at the time indicated in the Instructions to Bidders.  
27

#### 28 **1-02.13 Irregular Proposals**

29 *(October 1, 2020 APWA GSP)*  
30

31 Delete this section and replace it with the following:  
32

- 33 1. A Proposal will be considered irregular and will be rejected if:  
34 a. The Bidder is not prequalified when so required;  
35 b. The authorized Proposal form furnished by the Contracting Agency is not used or is  
36 altered;  
37 c. The completed Proposal form contains any unauthorized additions, deletions, alternate  
38 Bids, or conditions;  
39 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter  
40 into the Contract;  
41 e. A price per unit cannot be determined from the Bid Proposal;  
42 f. The Proposal form is not properly executed;  
43 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as  
44 required in Section 1-02.6;  
45 h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise  
46 Certification, if applicable, as required in Section 1-02.6;  
47 i. The Bidder fails to submit written confirmation from each DBE firm listed on the  
48 Bidder's completed DBE Utilization Certification that they are in agreement with the  
49 bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if

- 1 the written confirmation that is submitted fails to meet the requirements of the Special  
2 Provisions;
- 3 j The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as  
4 required in Section 1-02.6, or if the documentation that is submitted fails to  
5 demonstrate that a Good Faith Effort to meet the Condition of Award was made;
- 6 k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in  
7 Section 1-02.6, or if the documentation that is submitted fails to meet the requirements  
8 of the Special Provisions;
- 9 l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in  
10 Section 1-02.6, or if the documentation that is submitted fails to meet the requirements  
11 of the Special Provisions;
- 12 m. The Bid Proposal does not constitute a definite and unqualified offer to meet the  
13 material terms of the Bid invitation; or
- 14 n. More than one Proposal is submitted for the same project from a Bidder under the  
15 same or different names.
- 16
- 17 2. A Proposal may be considered irregular and may be rejected if:
- 18 a. The Proposal does not include a unit price for every Bid item;
- 19 b. Any of the unit prices are excessively unbalanced (either above or below the amount of  
20 a reasonable Bid) to the potential detriment of the Contracting Agency;
- 21 c. Receipt of Addenda is not acknowledged;
- 22 d. A member of a joint venture or partnership and the joint venture or partnership submit  
23 Proposals for the same project (in such an instance, both Bids may be rejected); or
- 24 e. If Proposal form entries are not made in ink.

#### 25 26 **1-02.14 Disqualification of Bidders**

27 *(May 17, 2018 APWA GSP, Option A)*

28  
29 Delete this section and replace it with the following:

30  
31 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder  
32 responsibility criteria in RCW 39.04.350(1), as amended.

33  
34 The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria  
35 in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to  
36 request documentation as needed from the Bidder and third parties concerning the Bidder's  
37 compliance with the mandatory bidder responsibility criteria.

38  
39 If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility  
40 criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall  
41 notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this  
42 determination, it may appeal the determination within two (2) business days of the Contracting  
43 Agency's determination by presenting its appeal and any additional information to the Contracting  
44 Agency. The Contracting Agency will consider the appeal and any additional information before  
45 issuing its final determination. If the final determination affirms that the Bidder is not responsible,  
46 the Contracting Agency will not execute a contract with any other Bidder until at least two business  
47 days after the Bidder determined to be not responsible has received the Contracting Agency's final  
48 determination.

1 **1-02.15 Pre Award Information**

2 *(August 14, 2013 APWA GSP)*

3  
4 Revise this section to read:

5  
6 Before awarding any contract, the Contracting Agency may require one or more of these items or  
7 actions of the apparent lowest responsible Bidder:

- 8  
9 1. A complete statement of the origin, composition, and manufacture of any or all materials to  
10 be used,  
11  
12 2. Samples of these materials for quality and fitness tests,  
13  
14 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and  
15 time required for the various phases of the work,  
16  
17 4. A breakdown of costs assigned to any Bid item,  
18  
19 5. Attendance at a conference with the Engineer or representatives of the Engineer,  
20  
21 6. Obtain, and furnish a copy of, a business license to do business in the city or county where  
22 the work is located.  
23  
24 7. Any other information or action taken that is deemed necessary to ensure that the Bidder is  
25 the lowest responsible Bidder.  
26

27 **1-03 AWARD AND EXECUTION OF CONTRACT**

28  
29 **1-03.1 Consideration of Bids**

30 *(January 23, 2006 APWA GSP)*

31  
32 Revise the first paragraph to read:

33  
34 After opening and reading proposals, the Contracting Agency will check them for correctness of  
35 extensions of the prices per unit and the total price. If a discrepancy exists between the price per  
36 unit and the extended amount of any Bid item, the price per unit will control. If a minimum Bid  
37 amount has been established for any item and the Bidder's unit or lump sum price is less than the  
38 minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum  
39 price, to the minimum specified amount and recalculate the extension. The total of extensions,  
40 corrected where necessary, including sales taxes where applicable and such additives and/or  
41 alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award  
42 purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.  
43  
44

1 **1-03.3 Execution of Contract**  
2 *(October 1, 2005 APWA GSP)*  
3

4 Revise this section to read:

5  
6 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for  
7 signature by the successful Bidder on the first business day following award. The number of copies  
8 to be executed by the Contractor will be determined by the Contracting Agency.  
9

10 Within 10 calendar days after the award date, the successful Bidder shall return the signed  
11 Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18,  
12 and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by  
13 the Contracting Agency, the successful Bidder shall provide any pre-award information the  
14 Contracting Agency may require under Section 1-02.15.  
15

16 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor  
17 shall any work begin within the project limits or within Contracting Agency-furnished sites. The  
18 Contractor shall bear all risks for any work begun outside such areas and for any materials ordered  
19 before the contract is executed by the Contracting Agency.  
20

21 If the Bidder experiences circumstances beyond their control that prevents return of the contract  
22 documents within the calendar days after the award date stated above, the Contracting Agency may  
23 grant up to a maximum of 10 additional calendar days for return of the documents, provided the  
24 Contracting Agency deems the circumstances warrant it.  
25

26 **1-03.4 Contract Bond**  
27 *(July 23, 2015 APWA GSP)*  
28

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

30  
31 The successful bidder shall provide executed payment and performance bond(s) for the full contract  
32 amount. The bond may be a combined payment and performance bond; or be separate payment  
33 and performance bonds. In the case of separate payment and performance bonds, each shall be for  
34 the full contract amount. The bond(s) shall:

- 35 1. Be on Contracting Agency-furnished form(s);  
36 2. Be signed by an approved surety (or sureties) that:  
37 a. Is registered with the Washington State Insurance Commissioner, and  
38 b. Appears on the current Authorized Insurance List in the State of Washington published by  
39 the Office of the Insurance Commissioner,  
40 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and  
41 conditions under the Contract, including but not limited to the duty and obligation to indemnify,  
42 defend, and protect the Contracting Agency against all losses and claims related directly or  
43 indirectly from any failure:  
44 a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of  
45 the Contractor) to faithfully perform and comply with all contract obligations, conditions,  
46 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).

#### **1-04 SCOPE OF WORK**

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

*(December 10, 2020 APWA GSP)*

Revise the second paragraph to read:

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

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

##### **1-04.6 Variation in Estimated Quantities**

*(May 25, 2006 APWA GSP; may not be used with FHWA-funded projects)*

Supplement this section with the following:

The quantities for "HMA for Overlaying Cl. 3/8 In. or 1/2 In. PG 64-28" and "HMA for Pavement Repair Cl. 1/2 In. PG 64-28" have been entered into the Bid Schedule only to provide a common proposal for Bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original Bid price, regardless of final quantity. These Bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

1 **1-05 CONTROL OF WORK**

2  
3 **1-05.4 Conformity with and Deviations from Plans and Stakes**

4  
5 Supplement this section with the following:

6  
7 (\*\*\*\*\*)

8 The Engineer shall furnish to the Contractor one time only all principal lines and measurements the  
9 Engineer deems necessary for completion of the work.

10  
11 **1-05.7 Removal of Defective and Unauthorized Work**

12 *(October 1, 2005 APWA GSP)*

13  
14 Supplement this section with the following:

15  
16 If the Contractor fails to remedy defective or unauthorized work within the time specified in a  
17 written notice from the Engineer, or fails to perform any part of the work required by the Contract  
18 Documents, the Engineer may correct and remedy such work as may be identified in the written  
19 notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem  
20 necessary.

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

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

36  
37 No adjustment in contract time or compensation will be allowed because of the delay in the  
38 performance of the work attributable to the exercise of the Contracting Agency's rights provided by  
39 this Section.

40  
41 The rights exercised under the provisions of this section shall not diminish the Contracting Agency's  
42 right to pursue any other avenue for additional remedy or damages with respect to the Contractor's  
43 failure to perform the work as required.

**1-05.11 Final Inspection**

Delete this section and replace it with the following:

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

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

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

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

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

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

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

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected. If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date

shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

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

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

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

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

Add the following new section:

### **1-05.12(1) One-Year Guarantee Period** *(March 8, 2013 APWA GSP)*

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



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

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

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

*(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

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

*(March 25, 2009 APWA GSP)*

Revise the second paragraph to read:

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

### **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

#### **1-07.1 Laws to be Observed**

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely

1 responsible for the conditions of the project site, including safety for all persons and property in the  
2 performance of the work. This requirement shall apply continuously, and not be limited to normal  
3 working hours. The required or implied duty of the Engineer to conduct construction review of the  
4 Contractor's performance does not, and shall not, be intended to include review and adequacy of  
5 the Contractor's safety measures in, on, or near the project site.

## 6 7 **1-07.2 State Taxes**

8  
9 Delete this section, including its sub-sections, in its entirety and replace it with the following:

### 10 11 **1-07.2 State Sales Tax** 12 *(June 27, 2011 APWA GSP)*

13  
14 The Washington State Department of Revenue has issued special rules on the State sales tax.  
15 Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact  
16 the Washington State Department of Revenue for answers to questions in this area. The Contracting  
17 Agency will not adjust its payment if the Contractor bases a Bid on a misunderstood tax liability.

18  
19 The Contractor shall include all Contractor-paid taxes in the unit Bid prices or other contract  
20 amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2)  
21 describes this exception.

22  
23 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a  
24 FHWA-funded Project) only if the Contractor has obtained from the Washington State Department  
25 of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051).  
26 The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor  
27 may owe the Washington State Department of Revenue, whether the amount owed relates to this  
28 contract or not. Any amount so deducted will be paid into the proper State fund.

### 29 30 **1-07.2(1) State Sales Tax — Rule 171**

31  
32 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc.,  
33 which are owned by a municipal corporation, or political subdivision of the state, or by the United  
34 States, and which are used primarily for foot or vehicular traffic. This includes storm or combined  
35 sewer systems within and included as a part of the street or road drainage system and power lines  
36 when such are part of the roadway lighting system. For work performed in such cases, the  
37 Contractor shall include Washington State Retail Sales Taxes in the various unit Bid item prices, or  
38 other contract amounts, including those that the Contractor pays on the purchase of the materials,  
39 equipment, or supplies used or consumed in doing the work.

### 40 41 **1-07.2(2) State Sales Tax — Rule 170**

42  
43 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing  
44 buildings, or other structures, upon real property. This includes, but is not limited to, the  
45 construction of streets, roads, highways, etc., owned by the state of Washington; water mains and  
46 their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal  
47 systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical  
48 power distribution lines, or other conduits or lines in or above streets or roads, unless such power  
49 lines become a part of a street or road lighting system; and installing or attaching of any article of

1 tangible personal property in or to real property, whether or not such personal property becomes a  
2 part of the realty by virtue of installation.

3  
4 For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail  
5 sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to  
6 each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax  
7 in the unit Bid item prices, or in any other contract amount subject to Rule 170, with the following  
8 exception.

9  
10 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a  
11 subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable  
12 supplies not integrated into the project. Such sales taxes shall be included in the unit Bid item prices  
13 or in any other contract amount.

14  
15 **1-07.2(3) Services**  
16

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

20  
21 **1-07.17 Utilities and Similar Facilities**  
22

23 Section 1-07.17 is supplemented with the following:

24  
25 *(April 2, 2007)*

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

28  
29 The following addresses and telephone numbers of utility companies known or suspected of having  
30 facilities within the project limits are supplied for the Contractor's convenience:

31  
32 CenturyLink – Contact Tobias Mears, 102 E. Alder St., Walla Walla, WA 99362, (509) 305-7503  
33

34 City of Dayton, Water/Sanitary Sewer/Stormwater – Contact Jim Costello,  
35 111 South 1st St., Dayton, WA 99328, (509) 386-0875  
36

37 Touchet Valley Television – 107 S 1st Street, Dayton, WA 99328, (509) 382-2132  
38

39 Pacific Power & Light – Contact Justin Gibbs, 650 E. Douglas Ave., Walla Walla, WA 99362  
40 (509) 522-7036  
41

42 Columbia Rural Electric Association (REA) – Contact Grant Glaus, 115 E. Main St.,  
43 Dayton, WA 99328, (509) 382-2578  
44  
45

1 **1-07.18 Public Liability and Property Damage Insurance**

2  
3 Delete this section in its entirety, and replace it with the following:

4  
5 **1-07.18 Insurance**

6 *(January 4, 2016 APWA GSP)*

7  
8 **1-07.18(1) General Requirements**

- 9  
10 A. The Contractor shall procure and maintain the insurance described in all subsections of  
11 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not  
12 less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency  
13 reserves the right to approve or reject the insurance provided, based on the insurer's financial  
14 condition.
- 15  
16 B. The Contractor shall keep this insurance in force without interruption from the commencement  
17 of the Contractor's Work through the term of the Contract and for thirty (30) days after the  
18 Physical Completion date, unless otherwise indicated below.
- 19  
20 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all  
21 subsequent renewals, shall be no later than the effective date of this Contract. The policy shall  
22 state that coverage is claims made, and state the retroactive date. Claims-made form coverage  
23 shall be maintained by the Contractor for a minimum of 36 months following the Completion  
24 Date or earlier termination of this Contract, and the Contractor shall annually provide the  
25 Contracting Agency with proof of renewal. If renewal of the claims made form of coverage  
26 becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended  
27 reporting period ("tail") or execute another form of guarantee acceptable to the Contracting  
28 Agency to assure financial responsibility for liability for services performed.
- 29  
30 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella  
31 Liability insurance policies shall be primary and non-contributory insurance as respects the  
32 Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance,  
33 self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be  
34 excess of the Contractor's insurance and shall not contribute with it.
- 35  
36 E. The Contractor shall provide the Contracting Agency and all additional insureds with written  
37 notice of any policy cancellation, within two business days of their receipt of such notice.
- 38  
39 F. The Contractor shall not begin work under the Contract until the required insurance has been  
40 obtained and approved by the Contracting Agency
- 41  
42 G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a  
43 material breach of contract, upon which the Contracting Agency may, after giving five business  
44 days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at  
45 its discretion, procure or renew such insurance and pay any and all premiums in connection  
46 therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at  
47 the sole discretion of the Contracting Agency, offset against funds due the Contractor from the  
48 Contracting Agency.
- 49

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

**1-07.18(2) Additional Insured**

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- WSDOT

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

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

**1-07.18(3) Subcontractors**

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

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

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

**1-07.18(4) Verification of Coverage**

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

Verification of coverage shall include:

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

- a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
  4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

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

#### **1-07.18(5) Coverages and Limits**

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

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

#### **1-07.18(5)A Commercial General Liability**

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

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

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

Such policy must provide the following minimum limits:

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

1 **1-07.18(5)B Automobile Liability**

2 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written  
3 on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of  
4 pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.  
5

6 Such policy must provide the following minimum limit:

7 \$1,000,000 Combined single limit each accident  
8

9 **1-07.18(5)C Workers' Compensation**

10 The Contractor shall comply with Workers' Compensation coverage as required by the Industrial  
11 Insurance laws of the State of Washington.  
12

13 **1-07.23 Public Convenience and Safety**

14 **1-07.23(1) Construction under Traffic**

15  
16 Section 1-07.23(1) is supplemented with the following:  
17

18  
19 *(January 2, 2012)*

20 **Work Zone Clear Zone**

21 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies  
22 only to temporary roadside objects introduced by the Contractor's operations and does not apply to  
23 preexisting conditions or permanent Work. Those work operations that are actively in progress shall  
24 be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.  
25

26 During nonworking hours equipment or materials shall not be within the WZCZ unless they are  
27 protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete  
28 barrier shall be permitted only if the Engineer approves the installation and location.  
29

30 During actual hours of work, unless protected as described above, only materials absolutely  
31 necessary to construction shall be within the WZCZ and only construction vehicles absolutely  
32 necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the  
33 shoulder of the roadway.  
34

35 The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park  
36 within the WZCZ at any time unless protected as described above.  
37 Deviation from the above requirements shall not occur unless the Contractor has requested the  
38 deviation in writing and the Engineer has provided written approval.  
39

40 Minimum WZCZ distances are measured from the edge of traveled way and will be determined as  
41 follows:  
42

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

\* or 2-feet beyond the outside edge of sidewalk

#### Minimum Work Zone Clear Zone Distance

#### 1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

Delete this Section and replace it with the following:

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

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

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property



owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

## **1-08 PROSECUTION AND PROGRESS**

Add the following new Section:

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

Add the following new Section:

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

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

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

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

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

Add the following new Section:

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

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

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

1 If the Contractor wishes to deviate from the established working hours, the Contractor shall submit  
2 a written request to the Engineer for consideration. This request shall state what hours are being  
3 requested, and why. Requests shall be submitted for review no later than 2 days prior to the day(s)  
4 the Contractor is requesting to change the hours.

5  
6 If the Contracting Agency approves such a deviation, such approval may be subject to certain other  
7 conditions, which will be detailed in writing. For example:

- 8  
9 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency  
10 for the costs in excess of straight-time costs for Contracting Agency representatives who  
11 worked during such times. (The Engineer may require designated representatives to be  
12 present during the work. Representatives who may be deemed necessary by the Engineer  
13 include, but are not limited to: survey crews; personnel from the Contracting Agency's  
14 material testing lab; inspectors; and other Contracting Agency employees or third party  
15 consultants when, in the opinion of the Engineer, such work necessitates their presence.)
- 16 2. Considering the work performed on Saturdays, Sundays, and holidays as working days with  
17 regard to the contract time.
- 18 3. Considering multiple work shifts as multiple working days with respect to contract time even  
19 though the multiple shifts occur in a single 24-hour period.
- 20 4. If a 4-10 work schedule is requested and approved the non-working day for the week will be  
21 charged as a working day.
- 22 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded  
23 properly on certified payroll.

#### 24 25 **1-08.5 Time for Completion**

26 *(November 30, 2018 APWA GSP, Option A)*

27  
28 Revise the third and fourth paragraphs to read:

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

31  
32 Each working day shall be charged to the contract as it occurs, until the contract work is physically  
33 complete. If substantial completion has been granted and all the authorized working days have  
34 been used, charging of working days will cease. Each week the Engineer will provide the Contractor  
35 a statement that shows the number of working days: (1) charged to the contract the week before;  
36 (2) specified for the physical completion of the contract; and (3) remaining for the physical  
37 completion of the contract. The statement will also show the nonworking days and any partial or  
38 whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each  
39 statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be  
40 considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to  
41 ascertain the basis and amount of time disputed. By not filing such detailed protest in that period,  
42 the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is  
43 approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week  
44 in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of  
45 that week will be charged as a working day whether or not the Contractor works on that day.  
46  
47

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

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

Section 1-08.5 is supplemented with the following:

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

This project shall be physically completed within 15 working days.

## **1-09 MEASUREMENT AND PAYMENT**

### **1-09.9 Payments**

*(March 13, 2012 APWA GSP)*

Supplement this section with the following:

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

### **1-09.11(3) Time Limitation and Jurisdiction**

*(November 30, 2018 APWA GSP)*

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW

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

## **1-09.13 Claims Resolution**

### **1-09.13(3) Claims \$250,000 or Less** (October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

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

### **1-09.13(3)A Administration of Arbitration** (November 30, 2018 APWA GSP)

Revise the third paragraph to read:

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

## **1-10 TEMPORARY TRAFFIC CONTROL**

### **1-10.2 Traffic Control Management**

#### **1-10.2(1) General**

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

(January 3, 2017)

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

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

Evergreen Safety Council  
12545 135<sup>th</sup> Ave. NE  
Kirkland, WA 98034-8709  
1-800-521-0778

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

#### **1-10.4 Measurement**

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

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

*(August 2, 2004)*

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

## **DIVISION 2 EARTHWORK**

### **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

#### **2-02.1 Description**

Section 2-02.1 is supplemented with the following:

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

This work shall consist of removing and disposing all items that interfere with construction. This includes, but is not limited to, all asphalt and cement concrete pavement, sidewalks, curb, gutter, retaining walls, stairs, saw cutting, drainage facilities, abandoned pipes, manholes, abandoning or removing valves, vegetation, and other items designated on the Plans for removal. Also included shall be plugging abandoned pipes.

#### **2-02.5 Payment**

Section 2-02.5 is supplemented with the following:

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

**"Removal of Structures and Obstructions"**, per lump sum.

Payment for "Removal of Structures and Obstructions" shall include removal of all items shown or necessary for project improvements that are not specifically covered by other Bid items.

## **CONTRACT DOCUMENTS**

# **CITY OF DAYTON, WASHINGTON**

## **CAMERON STREET PAVEMENT PRESERVATION**

# **2021**



**CONTRACT DOCUMENTS**  
**FOR**  
**CITY OF DAYTON, WASHINGTON**  
**CAMERON STREET PAVEMENT PRESERVATION**

**2021**



**ANDERSON PERRY & ASSOCIATES, INC.**  
Walla Walla, Washington  
La Grande, Redmond, and Hermiston, Oregon

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## **BIDDING REQUIREMENTS**

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## **INSTRUCTIONS TO BIDDERS**

### **SECTION 1 - PROJECT INFORMATION**

---

Project Name: Cameron Street Pavement Preservation 2021

Owner: City of Dayton  
111 South 1st Street  
Dayton, Washington 99328

Engineer: Anderson Perry & Associates, Inc.  
P.O. Box 1687/214 East Birch Street  
Walla Walla, Washington 99362  
(509) 529-9260 (phone)  
(509) 529-8102 (fax)

Contact Person: Adam Schmidtgall, P.E.  
(509) 529-9260

### **SECTION 2 - COPIES OF BIDDING DOCUMENTS**

---

This project is being presented through the Small Works Roster process.

Bids will be received from selected contractors on the City's Small Works Roster by the City of Dayton, Washington at City Hall, 111 South 1st Street, Dayton, Washington 99328, until 2:00 p.m., local time, March 25, 2021, and then read aloud.

Complete sets of Bidding Documents must be used in preparing Bids; neither the Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The Owner and the Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### **SECTION 3 - PRE-BID CONFERENCE**

---

A pre-Bid conference will not be scheduled.

### **SECTION 4 - SITE AND OTHER AREAS**

---

The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent

structures or permanent changes in existing facilities are to be obtained and paid for by the Owner unless otherwise provided in the Bidding Documents.

#### SECTION 5 - INTERPRETATIONS AND ADDENDA

---

All questions about the meaning or intent of the Bidding Documents are to be submitted to the Engineer in writing. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than 5 days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the Owner or Engineer. Written Addenda to the Contract Documents, if issued, will be delivered to all parties recorded as having received the Bidding Documents no later than 24 hours prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addenda shall not relieve such Bidder from any obligation under the Bid as submitted. All Addenda so issued shall become part of the Contract Documents. It is the responsibility of all prospective Bidders to check with the Engineer prior to submitting his/her Bid to verify whether or not any Addenda have been issued for the project.

#### SECTION 6 - BID SECURITY

---

A Bid must be accompanied by Bid security made payable to the Owner in an amount of 5 percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on the form included with the Bid Form) issued by a surety meeting the requirements of the Standard Specifications.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, the Owner may annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of 7 days after the Effective Date of the Agreement, or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

Liquid bid security of other Bidders whom the Owner believes do not have a reasonable chance of receiving the award will be returned within 7 days after the Bid opening.

#### SECTION 7 - CONTRACT TIMES

---

The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) completed and ready for final payment are set forth in the Special Provisions.

## SECTION 8 - LIQUIDATED DAMAGES

---

Provisions for liquidated damages shall be as set forth in the Standard Specifications, unless otherwise modified in the Special Provisions.

## SECTION 9 - PREPARATION OF BID

---

The Bid Form is included with the Bidder's Packet (bound separately). All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item listed therein. A conditional or qualified bid will not be accepted.

A Bid by a corporation shall be executed in the corporate name by the president, vice president, or other corporate officer. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A Bid by a limited liability company shall be executed in the name of the firm by a member. The state of formation of the firm and the official address of the firm must be shown below the signature.

A Bid by an individual shall show the Bidder's name and official address.

A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.

All names should be typed or printed in ink below the signatures. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form. The address and telephone number for communications regarding the Bid should be shown.

The Bid shall contain evidence of the Bidder's authority and qualification to do business in the state where the Project is located. The Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid Form.

## SECTION 10 - BASIS OF BID; EVALUATION OF BIDS

---

Bidders shall submit a Bid for each item of Work listed in the Bid schedule. Any discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bid items calling for unit prices show estimated quantities of Work to be performed. These quantities are approximate only and are for bidding purposes only. Payment of the Contractor shall be made on the Work actually performed by the Contractor. The Owner reserves the right to increase or decrease the amount of these quantities as may be deemed necessary.

## SECTION 11 - SUBMITTAL OF BID

---

Each prospective Bidder is furnished one copy of the Bidder's Packet. The Bidder's Packet is to be completed and submitted. The Bidder's Packet includes the following data:

- A. Bid Form
- B. Bid Security
- C. Bidder's Contract Bond Statement
- D. Certificate of Compliance with Wage Payment Statutes

A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement and shall be enclosed in an opaque, sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and his/her Washington contractor license number, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed as indicated in the in Section 2 of the Instructions to Bidders.

Washington law requires anyone who is engaged for compensation in construction activities to be registered with the State of Washington Department of Labor and Industries in accordance with RCW 18. Registration is required for any individual or business entity that advertises, offers, bids, or arranges to do, or actually does any construction, alteration, remodeling, or repair involving residential, commercial, industrial, or public works improvements. This includes partnerships, corporations, and self-employed individuals, whether working by the hour, week, job, or "cost-plus," whether by written contract or oral agreement.

## SECTION 12 - MODIFICATION AND WITHDRAWAL OF BID

---

A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. The Owner shall not accept telegraphic modification, telephonic facsimile, or similar modification.

## SECTION 13 - OPENING OF BIDS

---

Bids will be publicly opened at the time and place indicated in Section 2 of the Instructions to Bidders, and, unless obviously nonresponsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders within 7 days after the opening of Bids.

## SECTION 14 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

---

All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but the Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## SECTION 15 - AWARD OF CONTRACT

---

Award of the Contract will be made to the lowest cost responsible and qualified Bidder. The Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner may also reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price.

More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

In evaluating Bids, the Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid form or prior to the Notice of Award.

In evaluating Bidders, the Owner will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of subcontractors, suppliers, and other individuals or entities must be submitted as provided in the Standard Specifications.

The Owner may conduct such investigations as deemed necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents. Such investigation shall be pursuant to Washington Administrative Code 296.

The Owner shall not accept a Bid in which a mistake is clearly evident on the face of the Bid Form document but the intended correct bid is not clearly evident or cannot be substantiated from accompanying documents.

If alternate Bids are requested, it is preferable that alternates be all "deductive" or all "additive." Alternates should be clearly specified at this location. The itemization in the Bid Form should be clearly identifiable and carefully follow the description provided here. The instructions should contain appropriate guidance for preparing the Bid. Alternates should be accepted in a particular order, which should be explained in the instructions. The alternates should be listed in the Bid Form in order of priority.

## SECTION 16 - CONTRACT SECURITY AND INSURANCE

---

Division 1 of the Standard Specifications, as may be modified by the Special Provisions, sets forth the Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by such bonds and insurance certificates.



## SECTION 17 - SIGNING OF AGREEMENT

---

When the Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents that are identified in the Agreement as attached thereto. Within 15 days thereafter, the Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to the Owner.

## SECTION 18 - RETAINAGE

---

A sum of 5-percent of all monies earned on this project will be withheld as retainage per Standard Specification 1-09.9(1). A Notice of Completion of Public Works Contract will be submitted by the Owner to the Washington State Department of Revenue (DOR), Department of Labor and Industries (L&I), and Employment Security Department (ESD) following completion of the work. Retainage will not be released until authorized by DOR, L&I, and ESD.

**BIDDER'S PACKET**  
**(Bound Separately)**

## **REFERENCE TO STANDARD SPECIFICATIONS**

**The work under this Contract shall be performed as defined on the Drawings, Standard Plans, and in accordance with the Standard Specifications for Road, Bridge, and Municipal Construction, 2021 Edition, as jointly published by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association. The Standard Specifications are amended and modified as per the following Special Provisions.**

## **SPECIAL PROVISIONS**

## INTRODUCTION TO THE SPECIAL PROVISIONS

*(December 10, 2020 APWA GSP)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2021 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

*(March 8, 2013 APWA GSP)*

*(April 1, 2013 WSDOT GSP)*

Also incorporated into the Contract Documents by reference are:

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

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

## SPECIAL PROVISIONS

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2021 Standard Specifications for Road, Bridge and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

Several types of Special Provisions are included in this contract; General, Region, Bridges and Structures, and Project Specific. Special Provisions types are differentiated as follows:

(date)	General Special Provision
(*****)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
(Regions <sup>1</sup> date)	Region Special Provision
(BSP date)	Bridges and Structures Special Provision

**General Special Provisions** are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a "fill-in".

**Region Special Provisions** are commonly applicable within the designated Region. Region designations are as follows:

Regions <sup>1</sup>
ER Eastern Region
NCR North Central Region
NWR Northwest Region
OR Olympic Region
SCR South Central Region
SWR Southwest Region
WSF Washington State Ferries Division

**Bridges and Structures Special Provisions** are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a "fill-in".

**Project Specific Special Provisions** normally appear only in the contract for which they were developed.

**DIVISION 1**  
**GENERAL REQUIREMENTS**

**DESCRIPTION OF WORK**  
*(March 13, 1995)*

This Contract provides for the improvement of Cameron Street. Work includes pavement repair, overlaying, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

**1-01 DEFINITIONS AND TERMS**

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

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

**Dates**

**Bid Opening Date**

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

**Award Date**

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

**Contract Execution Date**

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

**Notice to Proceed Date**

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

**Substantial Completion Date**

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

**Physical Completion Date**

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

**Completion Date**

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the

Contract and required by law must be furnished by the Contractor before establishment of this date.

#### **Final Acceptance Date**

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

Supplement this Section with the following:

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

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

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

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

#### **Additive**

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

#### **Alternate**

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

#### **Business Day**

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

#### **Contract Bond**

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

#### **Contract Documents**

See definition for "Contract".

#### **Contract Time**

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



1       **Notice of Award**

2       The written notice from the Contracting Agency to the successful Bidder signifying the Contracting  
3       Agency's acceptance of the Bid Proposal.  
4

5       **Notice to Proceed**

6       The written notice from the Contracting Agency or Engineer to the Contractor authorizing and  
7       directing the Contractor to proceed with the Work and establishing the date on which the Contract  
8       time begins.  
9

10       **Traffic**

11       Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian  
12       traffic.  
13

14       **1-02           BID PROCEDURES AND CONDITIONS**

15  
16       **1-02.1       Prequalification of Bidders**

17  
18       Delete this Section and replace it with the following:  
19

20       **1-02.1       Qualifications of Bidder**  
21       *(January 24, 2011 APWA GSP)*  
22

23       Before award of a public works contract, a Bidder must meet at least the minimum qualifications of  
24       RCW 39.04.350(1) to be considered a responsible Bidder and qualified to be awarded a public works  
25       project.  
26

27       **1-02.2       Plans and Specifications**  
28       *(\*\*\*\*\*)*  
29

30       Delete this section and replace it with the following:  
31

32       Information as to where Bid Documents can be obtained or reviewed can be found in the Bidder  
33       Information Letter for the work.  
34

35       After award of the contract, plans and specifications will be issued to the Contractor at no cost as  
36       detailed below:  
37

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	3	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.

38  
39       **1-02.5   Proposal Forms**  
40       *(July 31, 2017 APWA GSP)*  
41

42       Delete this section and replace it with the following:  
43

44       The Proposal Form will identify the project and its location and describe the work. It will also list  
45       estimated quantities, units of measurement, the items of work, and the materials to be  
46       furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call

for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

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

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

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

Supplement this Section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;

3. The Contracting Agency named as obligee;
4. The amount of the Bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum Bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the Bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney. If so stated in the Contract Provisions, Bidder must use the bond form included in the Contract Provisions.

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

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

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

Delete this section and replace it with the following:

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

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received no later than 24 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

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

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Bidder Information Letter for receipt of Bid Proposals, or received in a location other than that specified in the Bidder Information Letter. The Contracting Agency will not open or consider any "Supplemental Information" (UDBE confirmations, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Bidder Information Letter.

#### **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

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

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and

- 1           3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency  
2 before the time set for receipt of Bid Proposals.  
3

4 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the  
5 time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal  
6 package to the Bidder. The Bidder must then submit the revised or supplemented package in its  
7 entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be  
8 considered withdrawn.  
9

10 Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by  
11 the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw,  
12 revise, or supplement a Bid Proposal are not acceptable.  
13

#### 14 **1-02.12 Public Opening of Proposals**

15  
16 Section 1-02.12 is supplemented with the following:  
17

18 (\*\*\*\*\*)

##### 19 **Date of Opening Bids**

20 Sealed Bids are to be received at the following location prior to the time specified:  
21

22 At the City of Dayton City Hall  
23 111 South 1st Street  
24 Dayton, Washington 99328  
25

26 The Bid opening date for this Project is at the time indicated in the Instructions to Bidders.  
27

#### 28 **1-02.13 Irregular Proposals**

29 *(October 1, 2020 APWA GSP)*  
30

31 Delete this section and replace it with the following:  
32

- 33 1. A Proposal will be considered irregular and will be rejected if:  
34 a. The Bidder is not prequalified when so required;  
35 b. The authorized Proposal form furnished by the Contracting Agency is not used or is  
36 altered;  
37 c. The completed Proposal form contains any unauthorized additions, deletions, alternate  
38 Bids, or conditions;  
39 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter  
40 into the Contract;  
41 e. A price per unit cannot be determined from the Bid Proposal;  
42 f. The Proposal form is not properly executed;  
43 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as  
44 required in Section 1-02.6;  
45 h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise  
46 Certification, if applicable, as required in Section 1-02.6;  
47 i. The Bidder fails to submit written confirmation from each DBE firm listed on the  
48 Bidder's completed DBE Utilization Certification that they are in agreement with the  
49 bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if

- 1 the written confirmation that is submitted fails to meet the requirements of the Special  
2 Provisions;
- 3 j The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as  
4 required in Section 1-02.6, or if the documentation that is submitted fails to  
5 demonstrate that a Good Faith Effort to meet the Condition of Award was made;
- 6 k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in  
7 Section 1-02.6, or if the documentation that is submitted fails to meet the requirements  
8 of the Special Provisions;
- 9 l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in  
10 Section 1-02.6, or if the documentation that is submitted fails to meet the requirements  
11 of the Special Provisions;
- 12 m. The Bid Proposal does not constitute a definite and unqualified offer to meet the  
13 material terms of the Bid invitation; or
- 14 n. More than one Proposal is submitted for the same project from a Bidder under the  
15 same or different names.
- 16
- 17 2. A Proposal may be considered irregular and may be rejected if:
- 18 a. The Proposal does not include a unit price for every Bid item;
- 19 b. Any of the unit prices are excessively unbalanced (either above or below the amount of  
20 a reasonable Bid) to the potential detriment of the Contracting Agency;
- 21 c. Receipt of Addenda is not acknowledged;
- 22 d. A member of a joint venture or partnership and the joint venture or partnership submit  
23 Proposals for the same project (in such an instance, both Bids may be rejected); or
- 24 e. If Proposal form entries are not made in ink.

#### 25 26 **1-02.14 Disqualification of Bidders**

27 *(May 17, 2018 APWA GSP, Option A)*

28  
29 Delete this section and replace it with the following:

30  
31 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder  
32 responsibility criteria in RCW 39.04.350(1), as amended.

33  
34 The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria  
35 in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to  
36 request documentation as needed from the Bidder and third parties concerning the Bidder's  
37 compliance with the mandatory bidder responsibility criteria.

38  
39 If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility  
40 criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall  
41 notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this  
42 determination, it may appeal the determination within two (2) business days of the Contracting  
43 Agency's determination by presenting its appeal and any additional information to the Contracting  
44 Agency. The Contracting Agency will consider the appeal and any additional information before  
45 issuing its final determination. If the final determination affirms that the Bidder is not responsible,  
46 the Contracting Agency will not execute a contract with any other Bidder until at least two business  
47 days after the Bidder determined to be not responsible has received the Contracting Agency's final  
48 determination.

1 **1-02.15 Pre Award Information**

2 *(August 14, 2013 APWA GSP)*

3  
4 Revise this section to read:

5  
6 Before awarding any contract, the Contracting Agency may require one or more of these items or  
7 actions of the apparent lowest responsible Bidder:

- 8  
9 1. A complete statement of the origin, composition, and manufacture of any or all materials to  
10 be used,  
11  
12 2. Samples of these materials for quality and fitness tests,  
13  
14 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and  
15 time required for the various phases of the work,  
16  
17 4. A breakdown of costs assigned to any Bid item,  
18  
19 5. Attendance at a conference with the Engineer or representatives of the Engineer,  
20  
21 6. Obtain, and furnish a copy of, a business license to do business in the city or county where  
22 the work is located.  
23  
24 7. Any other information or action taken that is deemed necessary to ensure that the Bidder is  
25 the lowest responsible Bidder.  
26

27 **1-03 AWARD AND EXECUTION OF CONTRACT**

28  
29 **1-03.1 Consideration of Bids**

30 *(January 23, 2006 APWA GSP)*

31  
32 Revise the first paragraph to read:

33  
34 After opening and reading proposals, the Contracting Agency will check them for correctness of  
35 extensions of the prices per unit and the total price. If a discrepancy exists between the price per  
36 unit and the extended amount of any Bid item, the price per unit will control. If a minimum Bid  
37 amount has been established for any item and the Bidder's unit or lump sum price is less than the  
38 minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum  
39 price, to the minimum specified amount and recalculate the extension. The total of extensions,  
40 corrected where necessary, including sales taxes where applicable and such additives and/or  
41 alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award  
42 purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.  
43  
44

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

Revise this section to read:

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

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

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

If the Bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 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).

#### **1-04 SCOPE OF WORK**

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

*(December 10, 2020 APWA GSP)*

Revise the second paragraph to read:

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

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

##### **1-04.6 Variation in Estimated Quantities**

*(May 25, 2006 APWA GSP; may not be used with FHWA-funded projects)*

Supplement this section with the following:

The quantities for "HMA for Overlaying Cl. 3/8 In. or 1/2 In. PG 64-28" and "HMA for Pavement Repair Cl. 1/2 In. PG 64-28" have been entered into the Bid Schedule only to provide a common proposal for Bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original Bid price, regardless of final quantity. These Bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.



1 **1-05 CONTROL OF WORK**

2  
3 **1-05.4 Conformity with and Deviations from Plans and Stakes**

4  
5 Supplement this section with the following:

6  
7 (\*\*\*\*\*)

8 The Engineer shall furnish to the Contractor one time only all principal lines and measurements the  
9 Engineer deems necessary for completion of the work.

10  
11 **1-05.7 Removal of Defective and Unauthorized Work**

12 *(October 1, 2005 APWA GSP)*  
13

14 Supplement this section with the following:

15  
16 If the Contractor fails to remedy defective or unauthorized work within the time specified in a  
17 written notice from the Engineer, or fails to perform any part of the work required by the Contract  
18 Documents, the Engineer may correct and remedy such work as may be identified in the written  
19 notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem  
20 necessary.

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

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

36  
37 No adjustment in contract time or compensation will be allowed because of the delay in the  
38 performance of the work attributable to the exercise of the Contracting Agency's rights provided by  
39 this Section.

40  
41 The rights exercised under the provisions of this section shall not diminish the Contracting Agency's  
42 right to pursue any other avenue for additional remedy or damages with respect to the Contractor's  
43 failure to perform the work as required.  
44

**1-05.11 Final Inspection**

Delete this section and replace it with the following:

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

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

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

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

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

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

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

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected. If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date

shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

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

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

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

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

Add the following new section:

### **1-05.12(1) One-Year Guarantee Period** *(March 8, 2013 APWA GSP)*

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

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

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

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

*(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

**1-05.15 Method of Serving Notices**

*(March 25, 2009 APWA GSP)*

Revise the second paragraph to read:

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

**1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

**1-07.1 Laws to be Observed**

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely

1 responsible for the conditions of the project site, including safety for all persons and property in the  
2 performance of the work. This requirement shall apply continuously, and not be limited to normal  
3 working hours. The required or implied duty of the Engineer to conduct construction review of the  
4 Contractor's performance does not, and shall not, be intended to include review and adequacy of  
5 the Contractor's safety measures in, on, or near the project site.

## 6 7 **1-07.2 State Taxes**

8  
9 Delete this section, including its sub-sections, in its entirety and replace it with the following:  
10

### 11 **1-07.2 State Sales Tax** 12 *(June 27, 2011 APWA GSP)*

13  
14 The Washington State Department of Revenue has issued special rules on the State sales tax.  
15 Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact  
16 the Washington State Department of Revenue for answers to questions in this area. The Contracting  
17 Agency will not adjust its payment if the Contractor bases a Bid on a misunderstood tax liability.

18  
19 The Contractor shall include all Contractor-paid taxes in the unit Bid prices or other contract  
20 amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2)  
21 describes this exception.

22  
23 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a  
24 FHWA-funded Project) only if the Contractor has obtained from the Washington State Department  
25 of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051).  
26 The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor  
27 may owe the Washington State Department of Revenue, whether the amount owed relates to this  
28 contract or not. Any amount so deducted will be paid into the proper State fund.

### 29 30 **1-07.2(1) State Sales Tax — Rule 171**

31  
32 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc.,  
33 which are owned by a municipal corporation, or political subdivision of the state, or by the United  
34 States, and which are used primarily for foot or vehicular traffic. This includes storm or combined  
35 sewer systems within and included as a part of the street or road drainage system and power lines  
36 when such are part of the roadway lighting system. For work performed in such cases, the  
37 Contractor shall include Washington State Retail Sales Taxes in the various unit Bid item prices, or  
38 other contract amounts, including those that the Contractor pays on the purchase of the materials,  
39 equipment, or supplies used or consumed in doing the work.

### 40 41 **1-07.2(2) State Sales Tax — Rule 170**

42  
43 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing  
44 buildings, or other structures, upon real property. This includes, but is not limited to, the  
45 construction of streets, roads, highways, etc., owned by the state of Washington; water mains and  
46 their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal  
47 systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical  
48 power distribution lines, or other conduits or lines in or above streets or roads, unless such power  
49 lines become a part of a street or road lighting system; and installing or attaching of any article of

1 tangible personal property in or to real property, whether or not such personal property becomes a  
2 part of the realty by virtue of installation.

3  
4 For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail  
5 sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to  
6 each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax  
7 in the unit Bid item prices, or in any other contract amount subject to Rule 170, with the following  
8 exception.

9  
10 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a  
11 subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable  
12 supplies not integrated into the project. Such sales taxes shall be included in the unit Bid item prices  
13 or in any other contract amount.

14  
15 **1-07.2(3) Services**  
16

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

20  
21 **1-07.17 Utilities and Similar Facilities**  
22

23 Section 1-07.17 is supplemented with the following:

24  
25 *(April 2, 2007)*

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

28  
29 The following addresses and telephone numbers of utility companies known or suspected of having  
30 facilities within the project limits are supplied for the Contractor's convenience:

31  
32 CenturyLink – Contact Tobias Mears, 102 E. Alder St., Walla Walla, WA 99362, (509) 305-7503  
33

34 City of Dayton, Water/Sanitary Sewer/Stormwater – Contact Jim Costello,  
35 111 South 1st St., Dayton, WA 99328, (509) 386-0875  
36

37 Touchet Valley Television – 107 S 1st Street, Dayton, WA 99328, (509) 382-2132  
38

39 Pacific Power & Light – Contact Justin Gibbs, 650 E. Douglas Ave., Walla Walla, WA 99362  
40 (509) 522-7036  
41

42 Columbia Rural Electric Association (REA) – Contact Grant Glaus, 115 E. Main St.,  
43 Dayton, WA 99328, (509) 382-2578  
44  
45

1 **1-07.18 Public Liability and Property Damage Insurance**

2  
3 Delete this section in its entirety, and replace it with the following:

4  
5 **1-07.18 Insurance**

6 *(January 4, 2016 APWA GSP)*

7  
8 **1-07.18(1) General Requirements**

- 9  
10 A. The Contractor shall procure and maintain the insurance described in all subsections of  
11 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not  
12 less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency  
13 reserves the right to approve or reject the insurance provided, based on the insurer's financial  
14 condition.
- 15  
16 B. The Contractor shall keep this insurance in force without interruption from the commencement  
17 of the Contractor's Work through the term of the Contract and for thirty (30) days after the  
18 Physical Completion date, unless otherwise indicated below.
- 19  
20 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all  
21 subsequent renewals, shall be no later than the effective date of this Contract. The policy shall  
22 state that coverage is claims made, and state the retroactive date. Claims-made form coverage  
23 shall be maintained by the Contractor for a minimum of 36 months following the Completion  
24 Date or earlier termination of this Contract, and the Contractor shall annually provide the  
25 Contracting Agency with proof of renewal. If renewal of the claims made form of coverage  
26 becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended  
27 reporting period ("tail") or execute another form of guarantee acceptable to the Contracting  
28 Agency to assure financial responsibility for liability for services performed.
- 29  
30 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella  
31 Liability insurance policies shall be primary and non-contributory insurance as respects the  
32 Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance,  
33 self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be  
34 excess of the Contractor's insurance and shall not contribute with it.
- 35  
36 E. The Contractor shall provide the Contracting Agency and all additional insureds with written  
37 notice of any policy cancellation, within two business days of their receipt of such notice.
- 38  
39 F. The Contractor shall not begin work under the Contract until the required insurance has been  
40 obtained and approved by the Contracting Agency
- 41  
42 G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a  
43 material breach of contract, upon which the Contracting Agency may, after giving five business  
44 days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at  
45 its discretion, procure or renew such insurance and pay any and all premiums in connection  
46 therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at  
47 the sole discretion of the Contracting Agency, offset against funds due the Contractor from the  
48 Contracting Agency.
- 49

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

**1-07.18(2) Additional Insured**

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- WSDOT

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

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

**1-07.18(3) Subcontractors**

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

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

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

**1-07.18(4) Verification of Coverage**

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

Verification of coverage shall include:

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



- 1 a copy of any blanket additional insured clause from its policies instead of a separate  
2 endorsement.
- 3 3. Any other amendatory endorsements to show the coverage required herein.
- 4 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these  
5 requirements – actual endorsements must be submitted.
- 6

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

11

12 **1-07.18(5) Coverages and Limits**

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

17

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

23

24 **1-07.18(5)A Commercial General Liability**

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

30

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

33

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

36

37 Such policy must provide the following minimum limits:

38	\$1,000,000	Each Occurrence
39	\$2,000,000	General Aggregate
40	\$2,000,000	Products & Completed Operations Aggregate
41	\$1,000,000	Personal & Advertising Injury each offence
42	\$1,000,000	Stop Gap / Employers' Liability each accident

43

44

1 **1-07.18(5)B Automobile Liability**

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

5  
6 Such policy must provide the following minimum limit:

7 \$1,000,000 Combined single limit each accident  
8

9 **1-07.18(5)C Workers' Compensation**

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

12  
13 **1-07.23 Public Convenience and Safety**

14  
15 **1-07.23(1) Construction under Traffic**

16  
17 Section 1-07.23(1) is supplemented with the following:

18  
19 *(January 2, 2012)*

20 **Work Zone Clear Zone**

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

25  
26 During nonworking hours equipment or materials shall not be within the WZCZ unless they are  
27 protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete  
28 barrier shall be permitted only if the Engineer approves the installation and location.

29  
30 During actual hours of work, unless protected as described above, only materials absolutely  
31 necessary to construction shall be within the WZCZ and only construction vehicles absolutely  
32 necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the  
33 shoulder of the roadway.

34  
35 The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park  
36 within the WZCZ at any time unless protected as described above.  
37 Deviation from the above requirements shall not occur unless the Contractor has requested the  
38 deviation in writing and the Engineer has provided written approval.

39  
40 Minimum WZCZ distances are measured from the edge of traveled way and will be determined as  
41 follows:  
42

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

\* or 2-feet beyond the outside edge of sidewalk

#### Minimum Work Zone Clear Zone Distance

#### 1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

Delete this Section and replace it with the following:

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

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

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property

owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

## **1-08 PROSECUTION AND PROGRESS**

Add the following new Section:

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

Add the following new Section:

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

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

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

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

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

Add the following new Section:

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

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

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

1 If the Contractor wishes to deviate from the established working hours, the Contractor shall submit  
2 a written request to the Engineer for consideration. This request shall state what hours are being  
3 requested, and why. Requests shall be submitted for review no later than 2 days prior to the day(s)  
4 the Contractor is requesting to change the hours.

5  
6 If the Contracting Agency approves such a deviation, such approval may be subject to certain other  
7 conditions, which will be detailed in writing. For example:

- 8  
9 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency  
10 for the costs in excess of straight-time costs for Contracting Agency representatives who  
11 worked during such times. (The Engineer may require designated representatives to be  
12 present during the work. Representatives who may be deemed necessary by the Engineer  
13 include, but are not limited to: survey crews; personnel from the Contracting Agency's  
14 material testing lab; inspectors; and other Contracting Agency employees or third party  
15 consultants when, in the opinion of the Engineer, such work necessitates their presence.)
- 16 2. Considering the work performed on Saturdays, Sundays, and holidays as working days with  
17 regard to the contract time.
- 18 3. Considering multiple work shifts as multiple working days with respect to contract time even  
19 though the multiple shifts occur in a single 24-hour period.
- 20 4. If a 4-10 work schedule is requested and approved the non-working day for the week will be  
21 charged as a working day.
- 22 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded  
23 properly on certified payroll.

#### 24 25 **1-08.5 Time for Completion**

26 *(November 30, 2018 APWA GSP, Option A)*

27  
28 Revise the third and fourth paragraphs to read:

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

31  
32 Each working day shall be charged to the contract as it occurs, until the contract work is physically  
33 complete. If substantial completion has been granted and all the authorized working days have  
34 been used, charging of working days will cease. Each week the Engineer will provide the Contractor  
35 a statement that shows the number of working days: (1) charged to the contract the week before;  
36 (2) specified for the physical completion of the contract; and (3) remaining for the physical  
37 completion of the contract. The statement will also show the nonworking days and any partial or  
38 whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each  
39 statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be  
40 considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to  
41 ascertain the basis and amount of time disputed. By not filing such detailed protest in that period,  
42 the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is  
43 approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week  
44 in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of  
45 that week will be charged as a working day whether or not the Contractor works on that day.  
46  
47

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

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

Section 1-08.5 is supplemented with the following:

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

This project shall be physically completed within 15 working days.

## **1-09 MEASUREMENT AND PAYMENT**

### **1-09.9 Payments**

*(March 13, 2012 APWA GSP)*

Supplement this section with the following:

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

### **1-09.11(3) Time Limitation and Jurisdiction**

*(November 30, 2018 APWA GSP)*

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW

Evergreen Safety Council  
12545 135<sup>th</sup> Ave. NE  
Kirkland, WA 98034-8709  
1-800-521-0778

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

#### **1-10.4 Measurement**

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

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

*(August 2, 2004)*

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

## **DIVISION 2 EARTHWORK**

### **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

#### **2-02.1 Description**

Section 2-02.1 is supplemented with the following:

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

This work shall consist of removing and disposing all items that interfere with construction. This includes, but is not limited to, all asphalt and cement concrete pavement, sidewalks, curb, gutter, retaining walls, stairs, saw cutting, drainage facilities, abandoned pipes, manholes, abandoning or removing valves, vegetation, and other items designated on the Plans for removal. Also included shall be plugging abandoned pipes.

#### **2-02.5 Payment**

Section 2-02.5 is supplemented with the following:

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

**"Removal of Structures and Obstructions"**, per lump sum.

Payment for "Removal of Structures and Obstructions" shall include removal of all items shown or necessary for project improvements that are not specifically covered by other Bid items.

**2-07 WATERING**

**2-07.1 Description**

Section 2-07.1 is supplemented with the following:

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

Water for dust control, compaction of trenches, placement of crushed surfacing, pipeline flushing and testing, tree watering, etc. will be available at City of Dayton specified fire hydrant location.

Contractor shall be responsible for obtaining a hydrant meter from the City of Dayton. Flushing of dirt or debris into the City storm drain system shall be prohibited.

The Contractor shall take appropriate action to control dust caused by its operations. This shall include, but not be limited to, watering of exposed areas daily, cleaning of roadways as required (no less than twice a week), etc. If the Contractor fails to properly control dust, the Engineer may request him to do so verbally or in writing. If after four hours from this request, the Contractor has not corrected the dust problem, the Contracting Agency may elect to have the corrective work performed and withhold the cost from the Contractor's payments.

**2-07.4 Measurement**

Section 2-07.4 is removed and replaced with the following:

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

No measurement for Watering shall be made.

**2-07.5 Payment**

Section 2-07.5 is removed and replaced with the following:

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

All cost for watering and dust control on this project shall be considered a normal part of the construction project with all cost to provide watering and dust control at the sole cost of the Contractor.

**DIVISION 3**

**ACCEPTANCE OF AGGREGATE**

**3-04 ACCEPTANCE OF AGGREGATE**

**3-04.3 Construction Requirements**

**3-04.3(4) Testing Results**

Section 3-04.3(4) is supplemented with the following:

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

Results will be available from the City.



03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).

- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

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

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

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

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

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

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

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

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

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

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

**Minimum Surface Temperature for Paving**

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

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

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

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

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

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

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

### 5-04.3(3) Equipment

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

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

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

- 1           4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a  
2           mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall  
3           meet the requirements of Section 1-05.6 for the crushing and screening operation. The  
4           Contractor shall provide for the setup and operation of the field testing facilities of the  
5           Contracting Agency as provided for in Section 3-01.2(2).  
6           5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following  
7           methods:  
8           a.     A mechanical sampling device attached to the HMA plant.  
9           b.     Platforms or devices to enable sampling from the hauling vehicle without entering  
10          the hauling vehicle.

11  
12 **5-04.3(3)B Hauling Equipment**

13 Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of  
14 canvas or other suitable material of sufficient size to protect the mixture from adverse weather.  
15 Whenever the weather conditions during the work shift include, or are forecast to include,  
16 precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds  
17 30 minutes, the cover shall be securely attached to protect the HMA.

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

24  
25 **5-04.3(3)C Pavers**

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

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

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

42  
43 When specified in the Contract, reference lines for vertical control will be required. Lines shall be  
44 placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the  
45 reference line will be permitted. The grade and slope for intermediate lanes shall be controlled  
46 automatically from reference lines or by means of a mat referencing device and a slope control  
47 device. When the finish of the grade prepared for paving is superior to the established tolerances  
48 and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and  
49 smoothness can best be achieved without the use of the reference line, a mat referencing device

may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

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

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

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

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

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

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

To be approved for use, an MTV:

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

To be approved for use, an MTD:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 $\frac{3}{4}$ " and HMA Class $\frac{1}{2}$ "	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class $\frac{3}{8}$ "	0.15 feet

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

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

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

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

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

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

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

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

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

#### HMA Tolerances and Adjustments

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

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

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

For Aggregates in the mixture:

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

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

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

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

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

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

2  
3 **5-04.3(9)B Vacant**

4  
5 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

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

8  
9 **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

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

15  
16 All of the test results obtained from the acceptance samples from a given lot shall be evaluated  
17 collectively. If the Contractor requests a change to the JMF that is approved, the material produced  
18 after the change will be evaluated on the basis of the new JMF for the remaining sublots in the  
19 current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a  
20 new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming  
21 to the Specifications can be produced.

22  
23 Sampling and testing for evaluation shall be performed on the frequency of one sample per subplot.

24  
25 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

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

30  
31 Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at  
32 the discretion of the Engineer.

33  
34 For HMA used in a structural application and with a total project quantity less than 800 tons but  
35 more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum  
36 of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will  
37 be tested for conformance to the JMF:

- 38
- 39 • If the test results are found to be within specification requirements, additional testing will be
  - 40 at the Engineer's discretion.
  - 41 • If test results are found not to be within specification requirements, additional testing of the
  - 42 remaining samples to determine a Composite Pay Factor (CPF) shall be performed.
- 43

44 **5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing**

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

47  
48 Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.



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

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

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

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

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

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

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

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

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

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

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

testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

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

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

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

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

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

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

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

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

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

If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5-04.3(12) Joints**

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

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

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

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

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

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

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

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

**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  $\frac{1}{8}$  inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than  $\frac{1}{4}$  inch in 10 feet from the rate of transverse slope shown in the Plans.

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

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

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

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

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

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

1       **5-04.3(14) Planing (Milling) Bituminous Pavement**

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

4  
5       Locations of existing surfacing to be planed are as shown in the Drawings.

6  
7       Where planing an existing pavement is specified in the Contract, the Contractor must remove  
8       existing surfacing material and to reshape the surface to remove irregularities. The finished product  
9       must be a prepared surface acceptable for receiving an HMA overlay.

10  
11       Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the  
12       planer on the final wearing course of new HMA.

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

19  
20       Repair or replace any metal castings and other surface improvements damaged by planing, as  
21       determined by the Engineer.

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

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

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

33  
34       The Engineer may direct additional depth planing. Before performing this additional depth planing,  
35       the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-  
36       04.3(14)A.

37  
38       **5-04.3(14)A Pre-Planing Metal Detection Check**

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

42  
43       Should such metal be identified, promptly notify the Engineer.

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

1 The Contractor is solely responsible for any damage to equipment resulting from the Contractor's  
2 failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the  
3 Engineer of any hidden metal that is detected.  
4

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

6

##### 7 **5-04.3(14)B1 General**

8 In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and  
9 unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with  
10 the following:  
11

12 1. Intersections:

- 13 a. Keep intersections open to traffic at all times, except when paving or planing operations  
14 through an intersection requires closure. Such closure must be kept to the minimum time  
15 required to place and compact the HMA mixture, or plane as appropriate. For paving,  
16 schedule such closure to individual lanes or portions thereof that allows the traffic volumes  
17 and schedule of traffic volumes required in the approved traffic control plan. Schedule  
18 work so that adjacent intersections are not impacted at the same time and comply with the  
19 traffic control restrictions required by the Traffic Engineer. Each individual intersection  
20 closure or partial closure, must be addressed in the traffic control plan, which must be  
21 submitted to and accepted by the Engineer, see Section 1-10.2(2).  
22 b. When planing or paving and related construction must occur in an intersection, consider  
23 scheduling and sequencing such work into quarters of the intersection, or half or more of  
24 an intersection with side street detours. Be prepared to sequence the work to individual  
25 lanes or portions thereof.  
26 c. Should closure of the intersection in its entirety be necessary, and no trolley service is  
27 impacted, keep such closure to the minimum time required to place and compact the HMA  
28 mixture, plane, remove asphalt, tack coat, and as needed.  
29 d. Any work in an intersection requires advance warning in both signage and a number of  
30 Working Days advance notice as determined by the Engineer, to alert traffic and  
31 emergency services of the intersection closure or partial closure.  
32 e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is  
33 allowed on it. Traffic is not allowed on newly placed asphalt until approval has been  
34 obtained from the Engineer.

- 35 2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and  
36 maintaining temporary pavement marking must comply with Section 8-23.  
37 3. Permanent pavement marking must comply with Section 8-22.  
38

##### 39 **5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**

40 The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at  
41 least 5 Working Days in advance of each operation's activity start date. These plans must show how  
42 the moving operation and traffic control are coordinated, as they will be discussed at the pre-  
43 planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must  
44 provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a  
45 scale showing both the area of operation and sufficient detail of traffic beyond the area of operation  
46 where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may  
47 be changed if the Engineer agrees sufficient detail is shown.  
48

**2-07 WATERING**

**2-07.1 Description**

Section 2-07.1 is supplemented with the following:

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

Water for dust control, compaction of trenches, placement of crushed surfacing, pipeline flushing and testing, tree watering, etc. will be available at City of Dayton specified fire hydrant location.

Contractor shall be responsible for obtaining a hydrant meter from the City of Dayton. Flushing of dirt or debris into the City storm drain system shall be prohibited.

The Contractor shall take appropriate action to control dust caused by its operations. This shall include, but not be limited to, watering of exposed areas daily, cleaning of roadways as required (no less than twice a week), etc. If the Contractor fails to properly control dust, the Engineer may request him to do so verbally or in writing. If after four hours from this request, the Contractor has not corrected the dust problem, the Contracting Agency may elect to have the corrective work performed and withhold the cost from the Contractor's payments.

**2-07.4 Measurement**

Section 2-07.4 is removed and replaced with the following:

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

No measurement for Watering shall be made.

**2-07.5 Payment**

Section 2-07.5 is removed and replaced with the following:

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

All cost for watering and dust control on this project shall be considered a normal part of the construction project with all cost to provide watering and dust control at the sole cost of the Contractor.

**DIVISION 3**

**ACCEPTANCE OF AGGREGATE**

**3-04 ACCEPTANCE OF AGGREGATE**

**3-04.3 Construction Requirements**

**3-04.3(4) Testing Results**

Section 3-04.3(4) is supplemented with the following:

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

Results will be available from the City.



**DIVISION 5**  
**SURFACE TREATMENTS AND PAVEMENTS**

**5-04 HOT MIX ASPHALT**  
**(\*\*\*\*\*)**

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

**5-04.1 Description**

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

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

**5-04.2 Materials**

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)
(As noted in 5-04.3(5)C for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

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

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

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

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

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

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

#### 11 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

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

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

#### 15 **5-04.2(2) Mix Design – Obtaining Project Approval**

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

17  
18 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA in the  
19 contract documents.

20  
21 **Commercial** evaluation will be used for Commercial HMA and for other classes of HMA in the  
22 following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and  
23 pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall  
24 be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial  
25 evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is  
26 accepted by commercial evaluation will be excluded from the quantities used in the determination  
27 of nonstatistical evaluation.

28  
29 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the contractor shall provide  
30 one of the following mix design verification certifications for Contracting Agency review;

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

37  
38 The mix design shall be performed by a lab accredited by a national authority such as Laboratory  
39 Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials  
40 Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply  
41 evidence of participation in the AASHTO: resource proficiency sample program.

42  
43 Mix designs for HMA accepted by Nonstatistical evaluation shall;

- 44 • Have the aggregate structure and asphalt binder content determined in accordance with  
45 WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-

03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).

- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

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

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

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

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

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

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

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

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

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

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

**Minimum Surface Temperature for Paving**

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

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

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

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

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

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

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

### 5-04.3(3) Equipment

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

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

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

- 1           **4. Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a  
2           mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall  
3           meet the requirements of Section 1-05.6 for the crushing and screening operation. The  
4           Contractor shall provide for the setup and operation of the field testing facilities of the  
5           Contracting Agency as provided for in Section 3-01.2(2).  
6           **5. Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following  
7           methods:  
8           a.     A mechanical sampling device attached to the HMA plant.  
9           b.     Platforms or devices to enable sampling from the hauling vehicle without entering  
10           the hauling vehicle.

11  
12           **5-04.3(3)B Hauling Equipment**

13           Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of  
14           canvas or other suitable material of sufficient size to protect the mixture from adverse weather.  
15           Whenever the weather conditions during the work shift include, or are forecast to include,  
16           precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds  
17           30 minutes, the cover shall be securely attached to protect the HMA.

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

24  
25           **5-04.3(3)C Pavers**

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

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

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

42  
43           When specified in the Contract, reference lines for vertical control will be required. Lines shall be  
44           placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the  
45           reference line will be permitted. The grade and slope for intermediate lanes shall be controlled  
46           automatically from reference lines or by means of a mat referencing device and a slope control  
47           device. When the finish of the grade prepared for paving is superior to the established tolerances  
48           and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and  
49           smoothness can best be achieved without the use of the reference line, a mat referencing device

may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

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

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

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

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

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

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

To be approved for use, an MTV:

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

To be approved for use, an MTD:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Cracks  $\frac{1}{4}$  inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

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

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

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

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

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

- A. Cracks  $\frac{1}{4}$  inch to 1 inch in width - fill with hot poured sealant.
- B. Cracks greater than 1 inch in width – fill with sand slurry.

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



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

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

10  
11       Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet.  
12       The Engineer will make the final determination of the excavation depth required. The minimum  
13       width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before  
14       any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder.  
15       Excavated materials will become the property of the Contractor and shall be disposed of in a  
16       Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or  
17       9-03.21.

18  
19       Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack  
20       coat shall be applied to all surfaces of existing pavement in the pavement repair area.

21  
22       Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted  
23       depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of  
24       the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

25  
26       **5-04.3(5) Producing/Stockpiling Aggregates and RAP**

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

32  
33       **5-04.3(5)A Vacant**

34  
35       **5-04.3(6) Mixing**

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

40  
41       When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature  
42       by more than 25°F as shown on the reference mix design report or as approved by the Engineer.  
43       Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of  
44       the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A  
45       maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water  
46       causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these  
47       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 $\frac{3}{4}$ " and HMA Class $\frac{1}{2}$ "	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class $\frac{3}{8}$ "	0.15 feet

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

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

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

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

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

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

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

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

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

#### HMA Tolerances and Adjustments

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

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

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

For Aggregates in the mixture:

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

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

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

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

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

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

2  
3 **5-04.3(9)B Vacant**

4  
5 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

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

8  
9 **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

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

15  
16 All of the test results obtained from the acceptance samples from a given lot shall be evaluated  
17 collectively. If the Contractor requests a change to the JMF that is approved, the material produced  
18 after the change will be evaluated on the basis of the new JMF for the remaining sublots in the  
19 current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a  
20 new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming  
21 to the Specifications can be produced.

22  
23 Sampling and testing for evaluation shall be performed on the frequency of one sample per subplot.

24  
25 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

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

30  
31 Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at  
32 the discretion of the Engineer.

33  
34 For HMA used in a structural application and with a total project quantity less than 800 tons but  
35 more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum  
36 of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will  
37 be tested for conformance to the JMF:

- 38
- 39 • If the test results are found to be within specification requirements, additional testing will be
  - 40 at the Engineer's discretion.
  - 41 • If test results are found not to be within specification requirements, additional testing of the
  - 42 remaining samples to determine a Composite Pay Factor (CPF) shall be performed.
- 43

44 **5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing**

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

47  
48 Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

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

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

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

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

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

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

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

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

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

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

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

testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

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

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

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

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

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

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

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

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

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

If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the

1 Engineer. If the Contract does not include the Bid item "Roadway Core" the Contracting Agency will  
2 obtain the cores.

3  
4 For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after  
5 the Engineer is satisfied that material conforming to the Specifications can be produced.

6  
7 HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than  
8 those listed above shall be compacted on the basis of a test point evaluation of the compaction  
9 train. The test point evaluation shall be performed in accordance with instructions from the  
10 Engineer. The number of passes with an approved compaction train, required to attain the  
11 maximum test point density, shall be used on all subsequent paving.

12  
13 HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting  
14 shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

#### 15 16 **Test Results**

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

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

#### 33 34 **5-04.3(10)A HMA Compaction – General Compaction Requirements**

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

40  
41 The type of rollers to be used and their relative position in the compaction sequence shall generally  
42 be the Contractor's option, provided the specified densities are attained. Unless the Engineer has  
43 approved otherwise, rollers shall only be operated in the static mode when the internal  
44 temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be  
45 operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in  
46 static mode on bridge decks.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5-04.3(12) Joints**

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

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

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

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

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

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

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

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

**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  $\frac{1}{8}$  inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than  $\frac{1}{4}$  inch in 10 feet from the rate of transverse slope shown in the Plans.

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

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

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

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

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

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

1       **5-04.3(14) Planing (Milling) Bituminous Pavement**

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

4  
5       Locations of existing surfacing to be planed are as shown in the Drawings.

6  
7       Where planing an existing pavement is specified in the Contract, the Contractor must remove  
8       existing surfacing material and to reshape the surface to remove irregularities. The finished product  
9       must be a prepared surface acceptable for receiving an HMA overlay.

10  
11       Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the  
12       planer on the final wearing course of new HMA.

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

19  
20       Repair or replace any metal castings and other surface improvements damaged by planing, as  
21       determined by the Engineer.

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

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

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

33  
34       The Engineer may direct additional depth planing. Before performing this additional depth planing,  
35       the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-  
36       04.3(14)A.

37  
38       **5-04.3(14)A Pre-Planing Metal Detection Check**

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

42  
43       Should such metal be identified, promptly notify the Engineer.

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

1 The Contractor is solely responsible for any damage to equipment resulting from the Contractor's  
2 failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the  
3 Engineer of any hidden metal that is detected.  
4

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

6

##### 7 **5-04.3(14)B1 General**

8 In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and  
9 unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with  
10 the following:  
11

12 1. Intersections:

- 13 a. Keep intersections open to traffic at all times, except when paving or planing operations  
14 through an intersection requires closure. Such closure must be kept to the minimum time  
15 required to place and compact the HMA mixture, or plane as appropriate. For paving,  
16 schedule such closure to individual lanes or portions thereof that allows the traffic volumes  
17 and schedule of traffic volumes required in the approved traffic control plan. Schedule  
18 work so that adjacent intersections are not impacted at the same time and comply with the  
19 traffic control restrictions required by the Traffic Engineer. Each individual intersection  
20 closure or partial closure, must be addressed in the traffic control plan, which must be  
21 submitted to and accepted by the Engineer, see Section 1-10.2(2).  
22 b. When planing or paving and related construction must occur in an intersection, consider  
23 scheduling and sequencing such work into quarters of the intersection, or half or more of  
24 an intersection with side street detours. Be prepared to sequence the work to individual  
25 lanes or portions thereof.  
26 c. Should closure of the intersection in its entirety be necessary, and no trolley service is  
27 impacted, keep such closure to the minimum time required to place and compact the HMA  
28 mixture, plane, remove asphalt, tack coat, and as needed.  
29 d. Any work in an intersection requires advance warning in both signage and a number of  
30 Working Days advance notice as determined by the Engineer, to alert traffic and  
31 emergency services of the intersection closure or partial closure.  
32 e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is  
33 allowed on it. Traffic is not allowed on newly placed asphalt until approval has been  
34 obtained from the Engineer.

- 35 2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and  
36 maintaining temporary pavement marking must comply with Section 8-23.  
37 3. Permanent pavement marking must comply with Section 8-22.  
38

##### 39 **5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**

40 The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at  
41 least 5 Working Days in advance of each operation's activity start date. These plans must show how  
42 the moving operation and traffic control are coordinated, as they will be discussed at the pre-  
43 planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must  
44 provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a  
45 scale showing both the area of operation and sufficient detail of traffic beyond the area of operation  
46 where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may  
47 be changed if the Engineer agrees sufficient detail is shown.  
48

1 The planing operation and the paving operation include, but are not limited to, metal detection,  
2 removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks,  
3 paving trains, rolling, scheduling, and as may be discussed at the briefing.  
4

5 When intersections will be partially or totally blocked, provide adequately sized and noticeable  
6 signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic  
7 control plan must show where police officers will be stationed when signalization is or may be,  
8 countermanded, and show areas where flaggers are proposed.  
9

10 At a minimum, the planing and the paving plan must include:  
11

- 12 1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic  
13 control as it relates to the specific requirements of that day's planing and paving. Briefly  
14 describe the sequencing of traffic control consistent with the proposed planing and paving  
15 sequence, and scheduling of placement of temporary pavement markings and channelizing  
16 devices after each day's planing, and paving.
- 17 2. A copy of each intersection's traffic control plan.
- 18 3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas,  
19 including return routes. Describe the complete round trip as it relates to the sequencing of  
20 paving operations.
- 21 4. Names and locations of HMA Supplier facilities to be used.
- 22 5. List of all equipment to be used for paving.
- 23 6. List of personnel and associated job classification assigned to each piece of paving  
24 equipment.
- 25 7. Description (geometric or narrative) of the scheduled sequence of planing and of paving,  
26 and intended area of planing and of paving for each day's work, must include the directions  
27 of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of  
28 skipped lane paving, intersection planing and paving scheduling and sequencing, and  
29 proposed notifications and coordinations to be timely made. The plan must show HMA  
30 joints relative to the final pavement marking lane lines.
- 31 8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
- 32 9. A copy of the approved Mix Designs.
- 33 10. Tonnage of HMA to be placed each day.
- 34 11. Approximate times and days for starting and ending daily operations.  
35

#### 36 **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

37 At least 2 Working Days before the first paving operation and the first planing operation, or as  
38 scheduled by the Engineer for future paving and planing operations to ensure the Contractor has  
39 adequately prepared for notifying and coordinating as required in the Contract, the Contractor must  
40 be prepared to discuss that day's operations as they relate to other entities and to public safety and  
41 convenience, including driveway and business access, garbage truck operations, Metro transit  
42 operations and working around energized overhead wires, school and nursing home and hospital  
43 and other accesses, other contractors who may be operating in the area, pedestrian and bicycle  
44 traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's  
45 operations, must meet with the Engineer and discuss the proposed operation as it relates to the  
46 submitted planing plan and paving plan, approved traffic control plan, and public convenience and  
47 safety. Such discussion includes, but is not limited to:  
48

- 49 1. 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.
  - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
  - d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
  - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
  - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
  - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
  - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
  - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
  - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
    - a. When to start applying tack and coordinating with paving.
    - b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
    - c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
    - d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
    - e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

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

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

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

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

#### **5-04.4 Measurement**

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

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

"HMA for Overlaying Cl. 3/8 In. or 1/2 In. PG 64-28" will be measured by the ton.

"HMA for Pavement Repair Cl. 1/2 In. PG 64-28" will be measured by the square yard.

#### **5-04.5 Payment**

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

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

The unit Contract price per ton for "HMA Cl. \_\_\_\_ PG \_\_\_\_", "HMA for Approach Cl. \_\_\_\_ PG \_\_\_\_", "HMA for Overlaying Cl. 3/8 or 1/2 In. PG 64-28", "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.

"HMA Cl. 1/2-In. PG 64-28 for Pavement Repair", per square yard.

The unit Contract price per ton for "HMA Cl. 1/2-In. PG 64-28 for Pavement Repair", shall be full compensation for all costs, including the crushed surfacing required to be placed under the HMA per the contract plans and 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.

The unit Contract Price for "Preparation of Existing Paved Surfaces" shall be incidental to the work.

"Crack Sealing", by linear foot.

"Crack Sealing" will be paid for by linear foot as specified in Section 1-09.1. 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.

"Asphalt for Fog Seal", per ton.

Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.

"Job Mix Compliance Price Adjustment", by calculation.

"Job Mix Compliance Price Adjustment" will be calculated and paid for as described in Section 5-04.3(9)C6.

"Compaction Price Adjustment", by calculation.

"Compaction Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)D3.

"Cyclic Density Price Adjustment", by calculation.

"Cyclic Density Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)B.



1 **DIVISION 8**

2 **MISCELLANEOUS CONSTRUCTION**

3  
4 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

5 **8-01.4 Measurement**

6  
7 Section 8-01.4 is supplemented with the following:

8  
9 (\*\*\*\*\*)

10 When the Bid Schedule contains the lump sum item "**Erosion Control and Water Pollution**  
11 **Prevention**" there will be no measurement of unit or force account items for work defined in  
12 Section 8-01. If the Bid Schedule includes the Bid item "ESC Lead" the measurement is not deleted  
13 and the work under that item will be measured as specified.

14  
15 **8-01.5 Payment**

16  
17 Section 8-01.5 is supplemented with the following:

18  
19 (\*\*\*\*\*)

20 "**Erosion Control and Water Pollution Prevention**", lump sum.

21 The lump sum Contract price for "Erosion Control and Water Pollution Prevention" shall be full  
22 payment to perform the Work. Progress payments for the lump sum item "Erosion Control and  
23 Water Pollution Prevention" will be made as follows:

- 24
- 25 1. The Contracting Agency will pay 25 percent of the bid amount for the initial set up for the  
26 item. Initial set up includes the following:  
27
    - 28 a. Acceptance of the TESC/SWPPP Plan provided by the Contracting Agency or submittal  
29 of a new TESC Plan,
    - 30 b. Submittal of a schedule for the installation of the BMP's,
    - 31 c. Identifying water quality sampling locations, and
    - 32 d. Initial installation of BMP's (inlet protection, construction entrance, etc.) associated  
33 with sensitive areas delineation, clearing/grubbing and perimeter control.
    - 34 e. Submittal and acceptance of SPCC Plan.
  - 35 2. The remaining seventy-five percent of the bid amount shall be paid in accordance with  
36 Section 1-09.9.  
37  
38  
39  
40  
41  
42  
43

**DIVISION 9**  
**MATERIALS**

**9-03        AGGREGATES**

**9-03.8      Aggregates for Hot Mix Asphalt**

**9-03.8(2)   HMA Test Requirements**

Section 9-03.8(2) is supplemented with the following:

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

ESAL's

The number of ESAL's for the design and acceptance of the HMA shall be 0.3 to 3 million.

**APPENDICES**

*(January 2, 2012)*

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

APPENDIX A:

City of Dayton Material Specifications and Construction Requirements

APPENDIX B:

City of Dayton Standard Plans

APPENDIX B:

Washington State Department of Transportation Standard Plans

**STANDARD PLANS**

*(January 13, 2021)*

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective September 30, 2020, is made a part of this contract.

The Standard Plans are revised as follows:

A-50.10

DELETED

A-50.20

DELETED

A-50.30

DELETED

A-50.40

DELETED

B-90.40

Valve Detail – DELETED

C-1a

DELETED

C-8

Add new Note 5, "5. Type 2 Barrier and Barrier Terminals are allowed in temporary installations only. New Type 2 Barrier and Barrier Terminals are not allowed to be fabricated after December 31, 2019. The plan is provided as a means to verify that any Type 2 barrier and Barrier Terminals fabricated prior to December 31, 2019 meets the plan requirements and cross-sectional dimensions as specified in Standard Specifications 6-10.3(5)."

C-8a

Add new Note 2, "2. Type 4 Barrier and Barrier Transition are allowed in temporary installations only. New Type 4 Barrier and Barrier Transition are not allowed to be fabricated after December 31, 2019. The plan is provided as a means to verify that any Type 4 barrier and Barrier Transition fabricated prior to December 31, 2019 meets the plan requirements and cross-sectional dimensions as specified in Standard Specifications 6-10.3(5)."

C-8b

DELETED

C-8e

DELETED

C-8f

DELETED

C-16a

DELETED

C-20.10

The following table is added:

<b>SLOPE \ EMBANKMENT TABLE (FOR 8', 9', 11' LONG POSTS)</b>		
<b>POST LENGTH</b>	<b>SLOPE</b>	<b>W (FT)</b>
8-FOOT	1H : 1V OR FLATTER	2.5 MIN.
8-FOOT	2H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
9-FOOT	1.5H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
11-FOOT	1H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)

1        C-20.11  
2        DELETED  
3  
4        C-20.19  
5        DELETED  
6  
7        C-40.16  
8        DELETED  
9  
10       C-40.18  
11       DELETED  
12  
13       C-80.50  
14       DELETED  
15  
16       C-85.14  
17       DELETED  
18  
19       C-85.15  
20       SECTION B detail, the callout reading "ANCHOR BOLT (TYP.) ~ SEE DETAIL, STANDARD PLAN C-8b", is  
21       revised to read "ANCHOR BOLT (TYP.) ~ SEE DETAIL IN PLANS".  
22  
23       SECTION B detail, the callout reading "ANCHOR PLATE (TYP.) ~ SEE STANDARD PLAN J-8b", is revised  
24       to read "ANCHOR PLATE (TYP.) ~ SEE DETAIL IN PLANS".  
25  
26       D-2.14  
27       DELETED  
28  
29       D-2.16  
30       DELETED  
31  
32       D-2.18  
33       DELETED  
34  
35       D-2.20  
36       DELETED  
37  
38       D-2.42  
39       DELETED  
40  
41       D-2.44  
42       DELETED  
43  
44       D-2.46  
45       DELETED  
46  
47       D-2.48  
48       DELETED  
49

1 D-2.82

2 DELETED

4 D-2.86

5 DELETED

7 D-10.10

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

13 D-10.15

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

18 D-10.30

19 Wall Type 5 may be used in all cases.

21 D-10.35

22 Wall Type 6 may be used in all cases.

24 D-10.40

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

29 D-10.45

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

35 D-15.10

36 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are  
37 withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of  
38 these STD Plans.

40 D-15.20

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

45 D-15.30

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

G-20.10

SIGN INSTALLATION BEHIND TRAFFIC BARRIER detail, dimension callout "3' MIN.", is revised to read "5' MIN."

H-70.20

Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

H-70.30

DELETED

J-10.16

Key Note 14, reads: "Mounting Hole ~ See Standard Plan J-10.30 for mounting Details." Is revised to read: "Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."

General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

J-10.17

Key Note 16, reads: "Mounting Hole ~ See Standard Plan J-10.?? for mounting Details." Is revised to read: "Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."

General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

J-10.18

Key Note 12, reads: "Mounting Hole ~ See Standard Plan J-10.20 for mounting Details." Is revised to read: "Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."

General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

J-20.26

Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

J-20.16

View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10

Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar. Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)" Detail F, callout, "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-21.16

Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0" (2x) Detail A, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-28.60

Note 1 "See Standard Plans C-8b and C-85.14 for foundation and anchor bolt details." is revised to read "See contract for anchor bolt details. See Standard Plan C-85.15 for foundation details."

J-40.10

Sheet 2 of 2, Detail F, callout, "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-40.36

Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37

Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-75.20

Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware."

J-81.10

All references to "Type 170 Controller" are replaced with "Controller".

L-40.10

DELETED

1 The following are the Standard Plan numbers applicable at the time this project was advertised.  
2 The date shown with each plan number is the publication approval date shown in the lower right-  
3 hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.  
4

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

5

B-5.20-03.....9/9/20	B-30.50-03.....2/27/18	B-75.20-02.....2/27/18
B-5.40-02.....1/26/17	B-30.60-00.....9/9/20	B-75.50-01.....6/10/08
B-5.60-02.....1/26/17	B-30.70-04.....2/27/18	B-75.60-00.....6/8/06
B-10.20-02.....3/2/18	B-30.80-01.....2/27/18	B-80.20-00.....6/8/06
B-10.40-01.....1/26/17	B-30.90-02.....1/26/17	B-80.40-00.....6/1/06
B-10.70-01.....9/9/20	B-35.20-00.....6/8/06	B-85.10-01.....6/10/08
B-15.20-01.....2/7/12	B-35.40-00.....6/8/06	B-85.20-00.....6/1/06
B-15.40-01.....2/7/12	B-40.20-00.....6/1/06	B-85.30-00.....6/1/06
B-15.60-02.....1/26/17	B-40.40-02.....1/26/17	B-85.40-00.....6/8/06
B-20.20-02.....3/16/12	B-45.20-01.....7/11/17	B-85.50-01.....6/10/08
B-20.40-04.....2/27/18	B-45.40-01.....7/21/17	B-90.10-00.....6/8/06
B-20.60-03.....3/15/12	B-50.20-00.....6/1/06	B-90.20-00.....6/8/06
B-25.20-02.....2/27/18	B-55.20-02.....2/27/18	B-90.30-00.....6/8/06
B-25.60-02.....2/27/18	B-60.20-02.....9/9/20	B-90.40-01.....1/26/17
B-30.05-00.....9/9/20	B-60.40-01.....2/27/18	B-90.50-00.....6/8/06
B-30.10-03.....2/27/18	B-65.20-01.....4/26/12	B-95.20-01.....2/3/09
B-30.15-00.....2/27/18	B-65.40-00.....6/1/06	B-95.40-01.....6/28/18
B-30.20-04.....2/27/18	B-70.20-00.....6/1/06	
B-30.30-03.....2/27/18	B-70.60-01.....1/26/17	
B-30.40-03.....2/27/18		

6

C-1.....9/9/20	C-20.42-05.....7/14/15	C-70.10-02.....9/16/20
C-1b.....9/9/20	C-20.45-02.....8/12/19	C-75.10-02.....9/16/20
C-1d.....10/31/03	C-22.16-07.....9/16/20	C-75.20-02.....9/16/20
C-2c.....8/12/19	C-22.40-08.....9/16/20	C-75.30-02.....9/16/20
C-4f.....8/12/19	C-22.45-05.....9/16/20	C-80.10-02.....9/16/20
C-6a.....10/14/09	C-23.60-04.....7/21/17	C-80.20-01.....6/11/14
C-7.....6/16/11	C-24.10-02.....8/12/19	C-80.30-01.....6/11/14
C-7a.....6/16/11	C-25.20-06.....7/14/15	C-80.40-01.....6/11/14
C-8.....2/10/09	C-25.22-05.....7/14/15	C-85.10-00.....4/8/12
C-8a.....7/25/97	C-25.26-04.....8/12/19	C-85.11-01.....9/16/20
C-20.10-06.....9/16/20	C-25.30-00.....6/28/18	C-85.15-01.....6/30/14
C-20.14-04.....8/12/19	C-25.80-05.....8/12/19	C-85.16-01.....6/17/14
C-20.15-02.....6/11/14	C-60.10-01.....9/24/20	C-85.18-01.....6/11/14
C-20.18-03.....8/12/19	C-60.20-00.....9/24/20	C-85.20-01.....6/11/14
C-20.40-07.....8/12/19	C-60.30-00.....9/24/20	
C-20.41-02.....8/12/19	C-60.70-00.....9/24/20	

7



	D-2.04-00.....11/10/05	D-2.80-00.....11/10/05	D-6.....6/19/98
	D-2.06-01.....1/6/09	D-2.84-00.....11/10/05	D-10.10-01.....12/2/08
	D-2.08-00.....11/10/05	D-2.88-00.....11/10/05	D-10.15-01.....12/2/08
	D-2.32-00.....11/10/05	D-2.92-00.....11/10/05	D-10.20-01.....8/7/19
	D-2.34-01.....1/6/09	D-3.09-00.....5/17/12	D-10.25-01.....8/7/19
	D-2.36-03.....6/11/14	D-3.10-01.....5/29/13	D-10.30-00.....7/8/08
	D-2.60-00.....11/10/05	D-3.11-03.....6/11/14	D-10.35-00.....7/8/08
	D-2.62-00.....11/10/05	D-3.15-02.....6/10/13	D-10.40-01.....12/2/08
	D-2.64-01.....1/6/09	D-3.16-02.....5/29/13	D-10.45-01.....12/2/08
	D-2.66-00.....11/10/05	D-3.17-02.....5/9/16	
	D-2.68-00.....11/10/05	D-4.....12/11/98	
1	E-1.....2/21/07	E-4.....8/27/03	
	E-2.....5/29/98	E-4a.....8/27/03	
2			
	F-10.12-04.....9/24/20	F-10.62-02.....4/22/14	F-40.15-04.....9/25/20
	F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
	F-10.18-02.....9/24/20	F-30.10-04.....9/25/20	F-45.10-02.....7/15/16
	F-10.40-04.....9/24/20	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
	F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	
3			
	G-10.10-00.....9/20/07	G-25.10-05.....9/16/20	G-95.10-02.....6/28/18
	G-20.10-02.....6/23/15	G-26.10-00.....7/31/19	G-95.20-03.....6/28/18
	G-22.10-04.....6/28/18	G-30.10-04.....6/23/15	G-95.30-03.....6/28/18
	G-24.10-00.....11/8/07	G-50.10-03.....6/28/18	
	G-24.20-01.....2/7/12	G-90.10-03.....7/11/17	
	G-24.30-02.....6/28/18	G-90.11-00.....4/28/16	
	G-24.40-07.....6/28/18	G-90.20-05.....7/11/17	
	G-24.50-05.....8/7/19	G-90.30-04.....7/11/17	
	G-24.60-05.....6/28/18	G-90.40-02.....4/28/16	
4			
	H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-01.....2/7/12
	H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-01.....2/16/12
	H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	
5			
	I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
	I-30.10-02.....3/22/13	I-30.30-02.....6/12/19	I-50.20-01.....6/10/13
	I-30.15-02.....3/22/13	I-30.40-02.....6/12/19	I-60.10-01.....6/10/13
	I-30.16-01.....7/11/19	I-30.60-02.....6/12/19	I-60.20-01.....6/10/13
	I-30.17-01.....6/12/19	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16
6			
	J-10.....7/18/97	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
	J-10.10-04.....9/16/20	J-28.42-01.....6/11/14	J-60.14-01.....7/31/19
	J-10.12-00.....9/16/20	J-28.43-01.....6/28/18	J-75.10-02.....7/10/15
	J-10.14-00.....9/16/20	J-28.45-03.....7/21/16	J-75.20-01.....7/10/15
	J-10.15-01.....6/11/14	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
	J-10.16-01.....9/16/20	J-28.60-02.....7/21/16	J-75.40-02.....6/1/16
	J-10.17-01.....9/16/20	J-28.70-03.....7/21/17	J-75.41-01.....6/29/16

J-10.18-01.....9/16/20	J-29.10-01.....7/21/16	J-75.45-02.....6/1/16
J-10.20-03.....9/16/20	J-29.15-01.....7/21/16	J-80.10-00.....6/28/18
J-10.21-01.....9/16/20	J-29.16-02.....7/21/16	J-80.15-00.....6/28/18
J-10.22-01.....9/16/20	J-30.10-00.....6/18/15	J-81.10-01.....9/16/20
J-10.25-00.....7/11/17	J-40.05-00.....7/21/16	J-86.10-00.....6/28/18
J-12.15-00.....6/28/18	J-40.10-04.....4/28/16	J-90.10-03.....6/28/18
J-12.16-00.....6/28/18	J-40.20-03.....4/28/16	J-90.20-03.....6/28/18
J-15.10-01.....6/11/14	J-40.30-04.....4/28/16	J-90.21-02.....6/28/18
J-15.15-02.....7/10/15	J-40.35-01.....5/29/13	J-90.50-00.....6/28/18
J-20.10-04.....7/31/19	J-40.36-02.....7/21/17	
J-20.11-03.....7/31/19	J-40.37-02.....7/21/17	
J-20.15-03.....6/30/14	J-40.38-01.....5/20/13	
J-20.16-02.....6/30/14	J-40.39-00.....5/20/13	
J-20.20-02.....5/20/13	J-40.40-02.....7/31/19	
J-20.26-01.....7/12/12	J-45.36-00.....7/21/17	
J-21.10-04.....6/30/14	J-50.05-00.....7/21/17	
J-21.15-01.....6/10/13	J-50.10-01.....7/31/19	
J-21.16-01.....6/10/13	J-50.11-02.....7/31/19	
J-21.17-01.....6/10/13	J-50.12-02.....8/7/19	
J-21.20-01.....6/10/13	J-50.13-00.....8/22/19	
J-22.15-02.....7/10/15	J-50.15-01.....7/21/17	
J-22.16-03.....7/10/15	J-50.16-01.....3/22/13	
J-26.10-03.....7/21/16	J-50.18-00.....8/7/19	
J-26.15-01.....5/17/12	J-50.19-00.....8/7/19	
J-26.20-01.....6/28/18	J-50.20-00.....6/3/11	
J-27.10-01.....7/21/16	J-50.25-00.....6/3/11	
J-27.15-00.....3/15/12	J-50.30-00.....6/3/11	
J-28.10-02.....8/7/19	J-60.05-01.....7/21/16	
J-28.22-00.....8/07/07	J-60.11-00.....5/20/13	
J-28.24-02.....9/16/20	J-60.12-00.....5/20/13	
J-28.26-01.....12/02/08		
J-28.30-03.....6/11/14		

1

K-70.20-01.....6/1/16  
K-80.10-02.....9/25/20  
K-80.20-00.....12/20/06  
K-80.35-01.....9/16/20  
K-80.37-01.....9/16/20

2

L-10.10-02.....6/21/12	L-40.15-01.....6/16/11	L-70.10-01.....5/21/08
L-20.10-03.....7/14/15	L-40.20-02.....6/21/12	L-70.20-01.....5/21/08
L-30.10-02.....6/11/14		

3

M-1.20-04.....9/25/20	M-11.10-03.....8/7/19	M-40.20-00...10/12/07
M-1.40-03.....9/25/20	M-12.10-02.....9/25/20	M-40.30-01.....7/11/17
M-1.60-03.....9/25/20	M-15.10-01.....2/6/07	M-40.40-00.....9/20/07
M-1.80-03.....6/3/11	M-17.10-02.....7/3/08	M-40.50-00.....9/20/07
M-2.20-03.....7/10/15	M-20.10-03.....9/25/20	M-40.60-00.....9/20/07
M-2.21-00.....7/10/15	M-20.20-02.....4/20/15	M-60.10-01.....6/3/11

M-3.10-04.....9/25/20	M-20.30-04.....2/29/16	M-60.20-02.....6/27/11
M-3.20-03.....9/25/20	M-20.40-03.....6/24/14	M-65.10-02.....5/11/11
M-3.30-04.....9/25/20	M-20.50-02.....6/3/11	M-80.10-01.....6/3/11
M-3.40-04.....9/25/20	M-24.20-02.....4/20/15	M-80.20-00.....6/10/08
M-3.50-03.....9/25/20	M-24.40-02.....4/20/15	M-80.30-00.....6/10/08
M-5.10-03.....9/25/20	M-24.60-04.....6/24/14	
M-7.50-01.....1/30/07	M-24.65-00.....7/11/17	
M-9.50-02.....6/24/14	M-24.66-00.....7/11/17	
M-9.60-00.....2/10/09	M-40.10-03.....6/24/14	

## **WAGE REQUIREMENTS**

### **PUBLISHED BY THE WASHINGTON STATE DEPARTMENT OF LABOR AND INDUSTRIES**

The State of Washington prevailing wage rates applicable for this public works project may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/Ini/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is March 25, 2021.

A copy of the applicable prevailing wage rates is also available for viewing at the office of the Engineer, located at 214 East Birch Street, Walla Walla, Washington 99362. Upon request, the Engineer will mail a hard copy of the applicable prevailing wages for this project.

## **APPENDICES**

## **APPENDIX A**

### **CITY OF DAYTON MATERIAL SPECIFICATIONS AND CONSTRUCTION REQUIREMENTS**

# Section 3 - Material Specifications and Construction Requirements

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## 3.1 Introduction

The following is a listing of general design, construction, and material requirements for facilities constructed within the City of Dayton. In addition to the requirements listed below, designers, developers, and contractors working within the City of Dayton shall follow generally accepted practices at all times. In cases where specific products are listed below, approved equals may be accepted with approval from the City. The contractor shall be responsible for submitting for approval shop drawings, equipment data, material samples, or a Manufacturer's Certificate of Compliance for all materials used on City property. Materials not submitted for approval will be subject to removal at the contractor's expense. An example material submittal form is included in the appendix.

## 3.2 General

### 3.2.1 Design/Execution

- a. The contractor/developer shall be responsible for locating and protecting all existing utilities within the project area. All advance exploration to protect existing utilities shall be made. The one call locate number for Columbia County is 811. The City of Dayton is a member of the one call system. For the City of Dayton, call 509-382-2361.
- b. The contractor shall notify utility users as well as the City of Dayton a minimum of 24 hours prior to the utility being turned off. Coordinate the operation of all valves with the City ahead of time. A minimum notice of 24 hours is required. City crews will open and close main line valves.
- c. Existing control points and monuments shall be protected at all times. The contractor will be responsible for resetting any control points or monuments that are disturbed as a result of their actions.
- d. All surfaces and facilities disturbed as a result of the contractor's actions shall be restored to a condition equal to or better than they existed prior to construction.
- e. All work areas are to be kept clean, and dust shall be kept to a minimum at all times. Material stockpiles are only to be located within the right-of-way when approved by the City. Streets shall be kept clean at all times; all dirt tracked onto streets shall be swept off and cleaned daily.
- f. The contractor is responsible for all vehicular and pedestrian traffic control. All signs, barricades, barriers, lights, cones, etc. shall comply with the Manual on Uniform Traffic Control Devices (MUTCD) and all traffic control operations must be acceptable to the City of Dayton.
- g. All cuts in existing pavement shall be saw cut, and the disturbed surfaces shall be patched within a timeline acceptable to the City of Dayton.

- h. Open ends of all abandoned pipes shall be capped or plugged in a manner acceptable to the City to prevent infiltration of sediment.
- i. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, including excavation safety. The contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction as it relates to project and work safety.
- j. The contractor shall be responsible for providing his/her own construction testing, monitoring, and quality control program to ensure the materials used on the project and in the contractor's operations are in compliance with the City of Dayton's Material Specifications and Construction Requirements and the City's Standard Plans. The contractor will perform tests and use test methods as required in WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction - current edition. A written quality control program shall be provided to the City for review prior to any work being performed. The plan shall describe how the contractor will monitor and ensure quality control throughout the work. Materials, equipment, or work that fails to meet the above mentioned requirements shall not be used in the work. Test results shall be provided to the City.
- k. All bedding, select backfill, general backfill, and foundation material shall be compacted as outlined in the Standard Specifications.

### 3.2.2 Materials

The following materials information shall be utilized with the General Standard Plans (Section 1).

**TABLE 3.2.2**  
**Materials to be Used with General Standard Plans**

<b>Material</b>	<b>Specification</b>
Monument Case and Cover	Gray iron castings conforming to American Association of State Highway and Transportation Officials (AASHTO) M36, Class 30B
Bedding	<b>Non-Groundwater Condition</b> Crushed surfacing top course per WSDOT Standard Specification 9-03.9(3); or gravel backfill for pipe zone bedding per WSDOT Standard Specification 9-03.12(3) <b>Groundwater Condition</b> Crushed screening per WSDOT Standard Specification 9-03.4(2)
Select Backfill	<b>Non-Groundwater Condition</b> Crushed surfacing top course per WSDOT Standard Specification 9-03.9(3); or gravel backfill for pipe zone bedding per WSDOT Standard Specification 9-03.12(3) <b>Groundwater Condition</b> Crushed screening per WSDOT Standard Specification 9-03.4(2)
General Backfill	Native or imported material free of vegetative matter, boulders (10-inch plus), frozen material, and any other unsuitable material; shall have a moisture content that will allow for the required compaction.
Foundation Material	Free-draining, crushed rock with a maximum size of 2.5-inch and less than 1 percent passing the No. 200 sieve
Locating Wire	12 awg UF solid copper



**TABLE 3.2.2 (cont.)  
Materials to be Used with General Standard Plans**

<b>Material</b>	<b>Specification</b>
Locating Wire Silicone Splice Kit	King Technology Model 50-566
Concrete for Utility Adjustments	Air entrained, 4,000 pounds per square inch (psi) minimum 28-day strength per WSDOT Standard Specification 6-02
Geotextile	Geotextile for the defined application meeting the minimum requirements of WSDOT Standard Specification 9-33.2(1) Table 6
Silt Fence	Plastic or wire mesh per WSDOT Standard Specification 8-01.3(9)A and 9-33.2(1) Table 6
Silt Fence-Post	<b>Wood</b> - 1.25-inch by 1.25-inch <b>Steel</b> - 0.9 pound per foot (lbs/ft)
Storm Drain Inlet Protection	Geotextile fabric meeting the minimum requirements of WSDOT Standard Specification 9-33.2, Table 1 for Moderate Survivability and Table 2 for Filtration Properties
Reinforcing Steel	Meet the minimum requirements of WSDOT Standard Specification 9-07

### 3.3 Street

#### 3.3.1 Design/Execution

- a. All street work shall be designed and constructed per the City of Dayton Standard Plans, these Specifications, and WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction - current edition.
- b. Minimum testing frequencies shall be as determined by the City of Dayton or the applicable funding agency.
- c. In areas containing unstable or wet silty soils, separation/support fabric shall be placed above subgrade.
- d. All signage shall be per the MUTCD.
- e. Asphalt overlays and chip seals shall be constructed as required by the City of Dayton. Minimum asphalt overlay thickness is 1.5 inches.
- f. Crushed surfacing shall be compacted to a minimum of 95 percent of WSDOT Test Method 606.
- g. Hot mix asphalt (HMA) shall be compacted to a minimum of 91 percent of the maximum theoretical density.

#### 3.3.2 Materials

The following materials information shall be utilized with the Street Standard Plans (Section 2).

**TABLE 3.3.2**  
**Materials to be Used with Street Standard Plans**

<b>Material</b>	<b>Specification</b>
Crushed Surfacing	Crushed surfacing top course or crushed surfacing base course per WSDOT Standard Specification 9-03.9(3)
Separation/Support Fabric	Woven geotextile for separation per WSDOT Standard Specification 9-33.2(1) Table 3
Subgrade	Compacted to a minimum of 95 percent of WSDOT Test Method T-99. Any soft or yielding areas as exposed by a loaded dump truck shall be removed and replaced with appropriate material and recompacted.
HMA	Commercial HMA, Cl. 1/2-inch PG64-28, or PG70-28 Minimum design load 0.8 million ESAL's
Cement Concrete Pavement	Air entrained, 4,000 psi minimum 28-day strength per WSDOT Standard Specification 6-02
Cement Concrete for Sidewalks, Driveways, Curb, and Curb and Gutter	<b>Sidewalks</b> - Commercial mix air entrained, 4,000 psi minimum 28-day strength per WSDOT Standard Specification 6-02 <b>Driveways, Curb, and Curb and Gutter</b> - Air entrained, commercial mix 4,000 psi minimum 28-day strength per WSDOT Standard Specification 6-02
Expansion Joint	3/8-inch expansion joint to the full concrete section per AASHTO M213 Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction
Detectable Warning Pattern	<b>Color</b> - Safety Yellow <b>Size</b> - 2 feet by ramp width <b>Maximum Height</b> - 3/8 inch above ramp surface
Street Signs	<b>Sheet Aluminum Signs</b> - WSDOT Standard Specification 9-28.8 <b>Reflective Sheeting</b> - WSDOT Standard Specification 9-28.12 <b>Posts</b> - 3 lbs/ft U - Channel painted green in color
Concrete Curing Materials	As outlined in the Standard Specifications

### 3.4 Water

#### 3.4.1 Design/Execution

- All water work shall be designed and constructed per the City of Dayton Standard Plans, these Specifications, and the American Water Works Association (AWWA) specifications.
- Valves shall be located as directed by the City. As a minimum requirement, valves shall be placed such that single blocks may be isolated without impacting water service to other areas of town.
- Mechanically restrained fittings, pipe joints, and/or thrust blocks are to be used at all locations deemed necessary by the City and/or the design engineer. The design engineer shall provide a detailed design of all mechanical restraints to the City.
- All trench excavation shall be done in accordance with the current provisions of the safety and health regulations of the Washington State Department of Labor and Industries (L&I). No trenches shall be left open at any time unless guarded with adequate barricades, warning lamps, and signs. Proper traffic and pedestrian control shall be provided at all times.

- e. All utility trench floors shall be compacted to a minimum 80 percent of the maximum density prior to the placement of bedding and pipe. If native trench bottom conditions are unstable, the native material shall be replaced with foundation material.
- f. Minimum depth of bury for water mains is 42 inches. If existing conditions prevent a bury depth of 42 inches, the bury depth may be reduced to 36 inches with approval from the City.
- g. Minimum depth of bury for water services is 36 inches unless otherwise approved.
- h. All water main sizes shall be approved by the City and shall be 8 inches or larger. Water mains smaller than 8 inches will only be allowed in isolated cases.
- i. The standard size water service line shall be 1 inch. The standard meter size shall be 5/8 inch x 3/4 inch.

### 3.4.2 Materials

The following materials information shall be utilized with the Water Standard Plans (Section 3).

**TABLE 3.4.2**  
**Materials to be Used with Water Standard Plans**

<b>Material</b>	<b>Specification</b>
<b>Water Mains (both ductile iron [DI] and polyvinyl chloride [PVC] are allowed)</b>	
DI Water Main	<b>6-Inch and Smaller</b> - AWWA C151 Class 52 <b>8-Inch and Larger</b> - AWWA C151 Class 50
PVC Water Main	<b>Under 4-Inch</b> - ASTM D2241 <b>4- to 12-Inch</b> - AWWA C900 <b>14- to 30-Inch</b> - AWWA C905
<b>Service Line</b>	
Polyethylene Tubing	As per Section 9-30.6(3) B of the Standard Specifications
Copper Pipe	Type K seamless, of annealed conforming to ASTM D88
Galvanized Pipe	<b>2-Inch and Smaller</b> - Galvanized wrought iron conforming to ASTM A120 (only allowed with written approval from the City)
<b>Fittings</b>	
Water Main Coupling	Smith-Blair or Ford, fabricated steel couplings conforming to AWWA C219
Service Saddles	<b>DI</b> <b>3/4- and 1-Inch</b> - Ford FS 101 <b>Larger than 1-Inch</b> - Ford FS202
Corporation Stops	Mueller Ball Corp brass ball valve stops per AWWA C-800
Curb Stop	Mueller Series 30P brass ball valves
Curb Stop Box	Mueller Arch Pattern Curb Box with foot piece and Type PS plug style lid with pentagon bolt
Restrained Fittings	MEGALUG field-installed restraint devices as manufactured by Ebaa Iron, Inc.

**TABLE 3.4.2 (cont.)**  
**Materials to be Used with Water Standard Plans**

<b>Material</b>	<b>Specification</b>
<b>Fittings (cont.)</b>	
Restrained Pipe Joints	DI push-on joints with a field locking gasket as manufactured FIELDLOK Gasket System as manufactured by U.S. Pipe and Foundry Company. FIELDLOK DI Series is to be used for DI pipe. FIELDLOK PV Series is to be used for C900 PVC pipe.
Thrust Blocks	<b>Concrete</b> - 2,500 psi minimum 28-day strength <b>Anchor Rods</b> - 3/4 inch diameter galvanized steel or epoxy coated reinforcement bar conforming to AASHTO M284
Blow Off/Flush Type Hydrant	Mueller Dry Barrel Type per AWWA C502 with a 2-1/8-inch main valve and one 2-1/2-inch hose nozzle.
Fire Hydrant	Mueller Centurion M&H Model 929 or Clow 2500 per AWWA C502 with a 5-1/4-inch main valve opening, two 2-1/2-inch NST nozzles, and one 4-1/2-inch NST pumper nozzle. Operating nut shall be 1-1/2-inch pentagon.
<b>Valves</b>	
Main Line Valves Gate Valves (2- to 10-inch) Butterfly Valves (12-inch and larger)	<b>Main Line Valves</b> - Shall have a 2-inch AWWA operation nut, open counter-clockwise <b>Gate Valves (2- to 10-inch)</b> - Iron body, resilient wedge, non-rising stem per AWWA C509 or C515, 200 psi minimum <b>Butterfly Valve (12-inch and larger)</b> - M&H 450, rubber seated, tight closing with a sealed gear operator
Ball Valves – 2 inch and smaller	Bronze, conforming to Federal Specification WW-V-35, Type II, Class A, Style 3, rated for a minimum working pressure of 125 psi
Valve Box	Cast iron, sliding type box large enough to cover the top casting of the valve conforming to AWWA C600, Section 10.3. Valve box diameter shall not be less than 5-inch, and shall be long enough to not be fully extended when installed.
<b>Water Meter</b>	
Small Meter	Sensus SR2 reading in cubic feet
Large Meter	Invensys Metering Systems single register high-performance compound meter reading in cubic feet
Meter Resetter	1-inch and smaller-Ford 40 Series resetter
Water Meter Box (Non-Traffic)	Plastic Boxes – Size, make, and model subject to approval by the Public Works Director
Water Meter Box (Traffic Area)	Concrete Boxes – Size, make, and model subject to approval by the Public Works Director
Backflow Prevention	As currently approved by AWWA and the U.S.C. Reports

## 3.5 Sanitary Sewer

### 3.5.1 Design/Execution

- a. All sewer work shall be designed and constructed per the City of Dayton Standard Plans, these Specifications, and Ecology Criteria for Sewage Works Design.
- b. All trench excavation shall be done in accordance with the current provisions of the safety and health regulations of L&I. No trenches shall be left open at any time unless

guarded with adequate barricades, warning lamps, and signs. Proper traffic and pedestrian control shall be provided at all times.

- c. All utility trench floors shall be compacted to a minimum 80 percent of the maximum density prior to the placement of bedding and pipe. If native trench bottom conditions are unstable, the native material shall be replaced with foundation material.
- d. Minimum depth of bury for sewer mains is 36 inches. Bury depths less than 36 inches must be approved by the City.
- e. All sewer main sizes shall be as approved by the City and shall be 8 inches or larger. Sewer mains smaller than 8 inches will only be allowed in isolated cases. Sewer service lines shall be 4 inches or larger.
- f. Pipes shall be laid straight and with a constant slope between manholes unless otherwise approved by the City.
- g. Minimum gravity sewer slopes are as follows:

**TABLE 3.5.1.g**  
**Minimum Gravity Sewer Slopes**

Sewer Size (Inches)	Minimum Slope (Percent)
8	0.40
10	0.28
12	0.22
14	0.17
18	0.12
24	0.08

### 3.5.2 Materials

The following materials information shall be utilized with the Sanitary Sewer Standard Plans (Section 4).

**TABLE 3.5.2**  
**Materials to be Used with Sanitary Sewer Standard Plans**

Material	Specification
Sewer Main	<b>Solid Wall PVC up to 15-Inch</b> - ASTM D-3034 SDR 35 <b>Solid Wall PVC 18- to 24-Inch</b> - ASTM F-679
Sewer Service	<b>Solid Wall PVC</b> - ASTM D3034 SDR 35
Manhole Pipe Connectors	A-Lok pipe connector as manufactured by A-Lok Products, Inc; PSX Flexible Connector as manufactured by Press Seal Gasket Corporation; or Kor-N-Seal as manufactured by Core and Seal Company

**TABLE 3.5.2 (cont.)**  
**Materials to be Used with Sanitary Sewer Standard Plans**

<b>Material</b>	<b>Specification</b>
Flexible Coupling	Flexible couplings with stainless steel shear rings as manufactured by Fernco
Manholes	Precast base manhole with eccentric cone per ASTM C-478 Kent seal joint sealant shall be placed between all sections Manholes with a depth of 5.5 feet or less from the top of the manhole cover to the pipe invert shall utilize a 2-foot tall cone section. Flat slab covers will not be allowed unless approved by the City.
Manhole Frames and Covers	Manhole frames and covers shall be per WSDOT Standard Specification 9-05.15(1) as manufactured by D&L Foundry, East Jordan Iron Works, or Olympic Foundry
Main Line Cleanouts	Inland Foundry Co. No. 240 for 8-inch riser pipe, No. 241 for 6-inch riser pipe, or similar with cast iron ring and cover

### 3.6 Storm Sewer

#### 3.6.1 Design/Execution

- a. Stormwater runoff generated as a result of newly constructed facilities shall be contained and disposed of by an on-site stormwater disposal system. All stormwater disposal systems shall be designed by an engineer licensed in the state of Washington. Stormwater disposal systems include drainfields, drywells, swales, detention ponds, or other devices used to dispose of stormwater on site. Each design shall be unique to the particular site and shall include all advance exploration necessary to design a properly functioning stormwater disposal system.
- b. Stormwater disposal systems shall be designed to meet the following minimum requirements:
  1. Store 100 percent of a 25-year, 1-hour storm event
  2. Percolate 100 percent of a 25-year, 24-hour storm event in 18 hours or less
  3. Percolate 100 percent of a 100-year, 24-hour storm event in less than 24 hours
  4. If significant damage is likely to occur to public or private facilities when the storm event exceeds the design criteria, or in the event of a system failure, the design engineer shall incorporate design features to minimize damage to neighboring facilities.
- c. The minimum guidelines for injection wells outlined in Ecology's Stormwater Management Manual for Eastern Washington shall be maintained. Current regulations require that the lowest elevation of any portion of an injection well shall maintain a minimum separation of 5 feet from groundwater.
- d. Infiltration ponds shall be designed to meet the minimum requirements outlined in Ecology's Stormwater Management Manual for Eastern Washington. Ponds shall be designed with a minimum of 1 foot of freeboard from the rim or overflow of the infiltration pond to the maximum ponding level. The bottoms of all ponds shall be lined

with free draining aggregate and planted with low growing vegetation that will not plug the aggregate.

- e. A complete design including design calculations shall be submitted to the City for approval. The design and design calculations shall be consistent with one of the methods outlined in the WSDOT's Hydraulics Manual or Ecology's Stormwater Management Manual for Eastern Washington.

### 3.6.2 Materials

The following materials information shall be utilized with the Storm Sewer Standard Plans (Section 5).

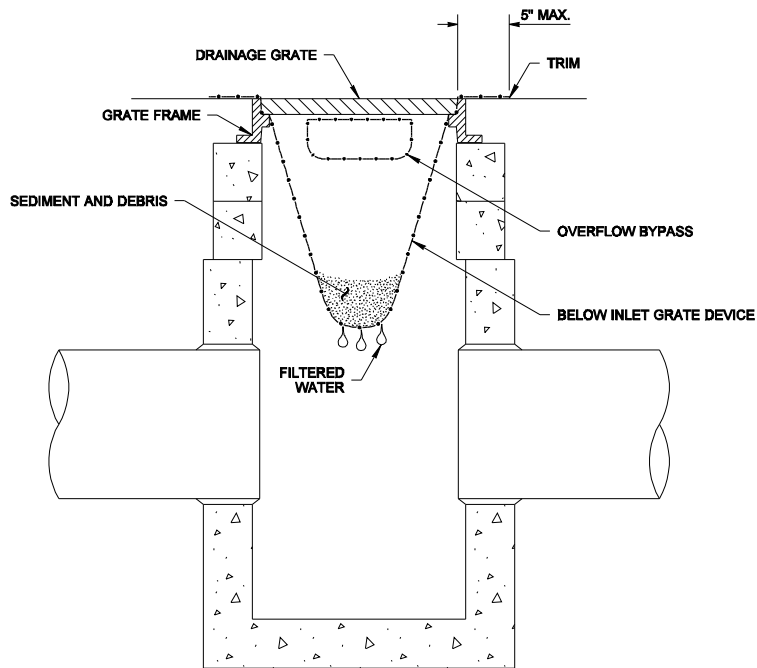
**TABLE 3.6.2**  
**Materials to be Used with Storm Sewer Standard Plans**

<b>Material</b>	<b>Specification</b>
Storm Sewer Pipe	<b>Solid Wall PVC up to 15-Inch</b> - ASTM D-3034 SDR 35 <b>Solid Wall PVC 18- to 24-Inch</b> - ASTM F-679
Culverts	<b>Corrugated Polyethylene 12 to 60 Inches</b> - AASHTO M 294 Type S or D <b>Corrugated Steel</b> - Type 2 corrugated steel pipe, minimum 14-gauge with 2-2/3 inch x 1/2 inch corrugations per AASHTO M 274 and AASHTO M 36
Catch Basins	Precast units meeting the requirements of ASTM C-139 and C-913
Drywells	Precast units meeting the requirements of AASHTO M 199. Seepage ports shall be located on the sides and bottom of the drywell. The port size may vary between 1 and 7 square inches for round openings, and 1 and 15 square inches for rectangular openings. The ports shall be uniformly spaced with at least one port per 8 inches of drywell height and 15 inches of drywell circumference.
Frames and Grates for Catch Basins	<b>Frames</b> - Cast steel, gray iron, or ductile iron; designed to accommodate 20-inch x 24-inch grates <b>Grates</b> - 20-inch x 24-inch, cast steel or ductile iron
Drain Rock	Gravel backfill for drains per WSDOT Standard Specification 9-03.12(4); gravel backfill for drywells per WSDOT Standard Specification 9-03.12(5); or coarse aggregate for Portland cement concrete per WSDOT Standard Specification 9-03.1(4)C NO.57
Non-Woven Construction Geotextile for Underground Drainage	Mirafi 140N Underground Drainage Geotextile per WSDOT Standard Specification 9-33.2(1)
Construction Geotextile for Separation	Mirafi 600X or HP2701 Separation Geotextile per WSDOT Standard Specification 9-33.2(1)

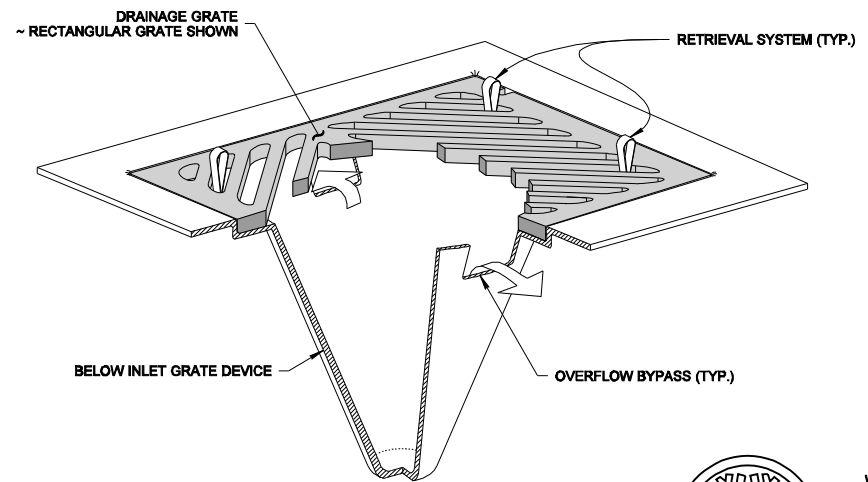
## **APPENDIX B**

### **WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD PLAN**





SECTION VIEW  
NOT TO SCALE



ISOMETRIC VIEW

NOTES

1. Size the Below Inlet Grate Device (BIGD) for the storm water structure it will service.
2. The BIGD shall have a built-in high-flow relief system (overflow bypass).
3. The retrieval system must allow removal of the BIGD without spilling the collected material.
4. Perform maintenance in accordance with Standard Specification 8-01.3(15).



STATE OF  
WASHINGTON  
REGISTERED  
LANDSCAPE ARCHITECT

MARK W. MAURER  
CERTIFICATE NO. 000598

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT BUT AN ELECTRONIC DUPLICATE. THE ORIGINAL, SIGNED BY THE ENGINEER AND APPROVED FOR PUBLICATION, IS KEPT ON FILE AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

**STORM DRAIN  
INLET PROTECTION  
STANDARD PLAN I-40.20-00**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

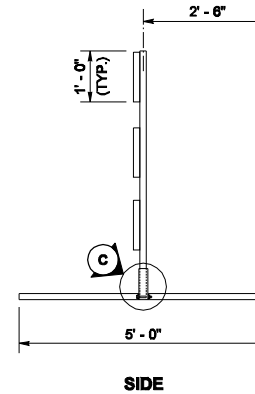
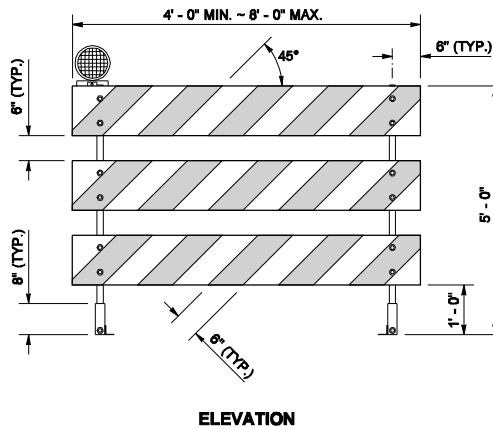
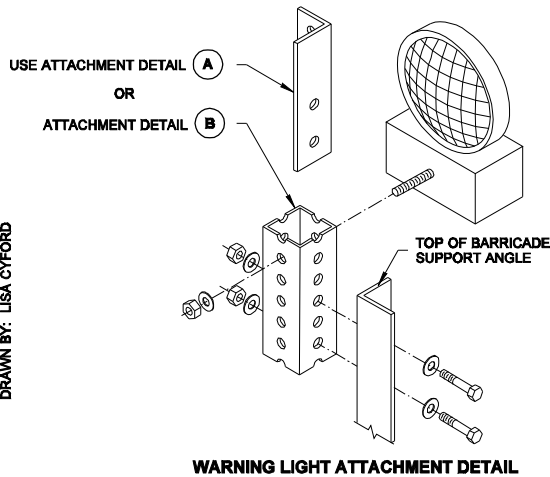
**Pasco Bakotich III** 09-20-07

STATE DESIGN ENGINEER

DATE



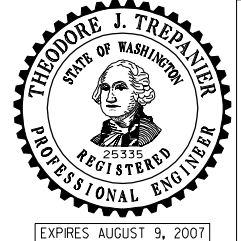
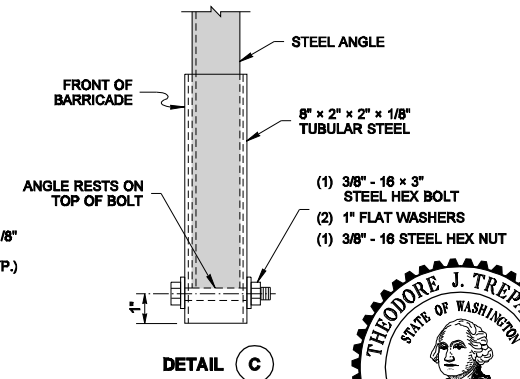
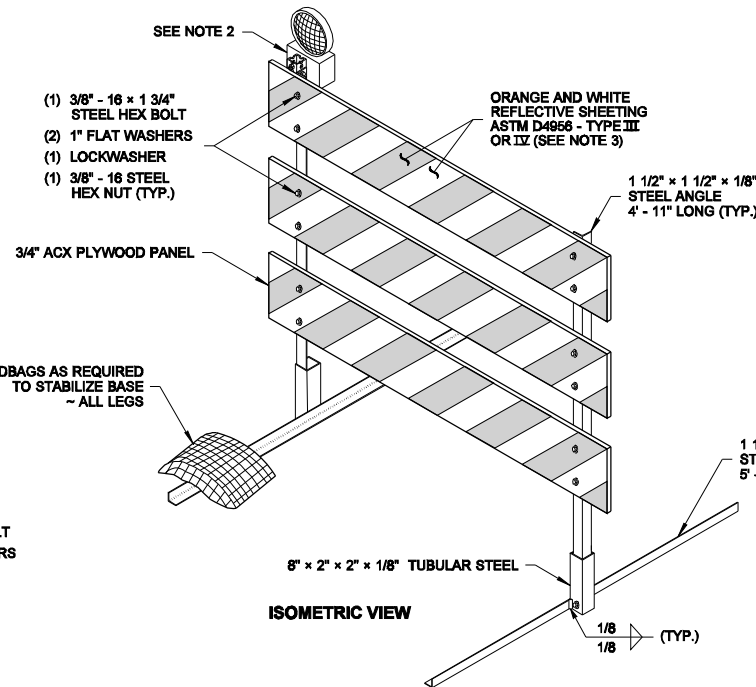
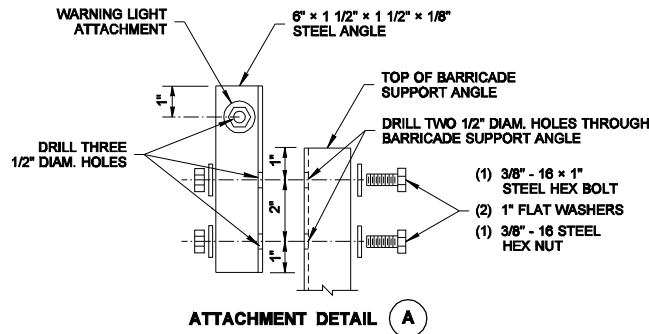
Washington State Department of Transportation



**TYPE 3 BARRICADE**

**NOTES**

1. All fasteners may be zinc plated, galvanized or stainless steel. All steel angle and tubular steel shall be hot-rolled, high carbon steel, painted or galvanized.
2. Install one lightweight Type A Low-Intensity flashing warning light on the traffic side of the barricade. Install two Type A Low-Intensity flashing warning lights per barricade when the barricades are used to close a roadway. Attach the light to the barricade according to the light manufacturer's recommendations or use the details shown on this plan.
3. Stripes on barricade rails shall be alternating orange and white retroreflective stripes (sloping downward at an angle of 45 degrees in the direction traffic is to pass).
4. The Type 3 barricade design shown on this plan meets the crash test requirements of NCHRP 350. Alternative designs may be approved if they conform to the NCHRP 350 crash test criteria and the MUTCD.
5. When a sign is mounted on the barricade, it shall be securely bolted to at least two plywood panels. The top of the sign shall not be higher than the top panel of the barricade.
6. When sandbags are used in freezing weather, Urea fertilizer shall be mixed with the sand in a quantity to prevent the sand from freezing.



**TYPE 3 BARRICADE**  
**STANDARD PLAN K-80.20-00**

SHEET 1 OF 2 SHEETS

APPROVED FOR PUBLICATION

**Kevin J. Dayton** **12-20-06**

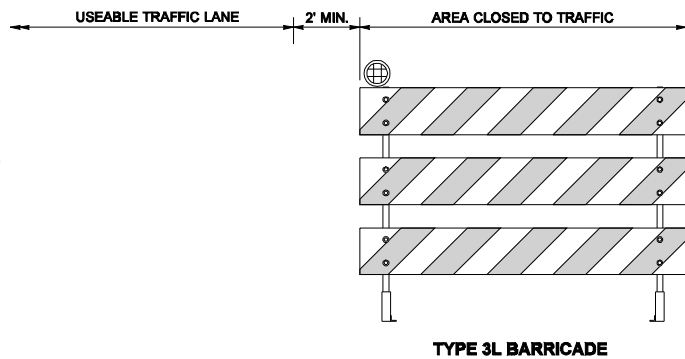
STATE DESIGN ENGINEER



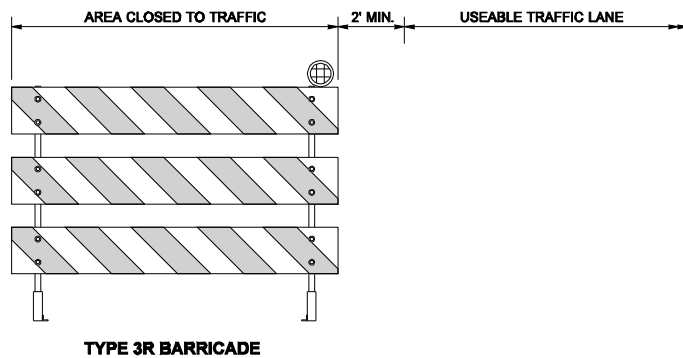
Washington State Department of Transportation

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT. IT IS AN ELECTRONIC COPY. THE ORIGINAL, SIGNED BY THE ENGINEER, MUST BE SUBMITTED TO THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

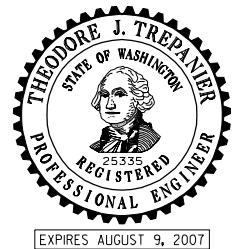
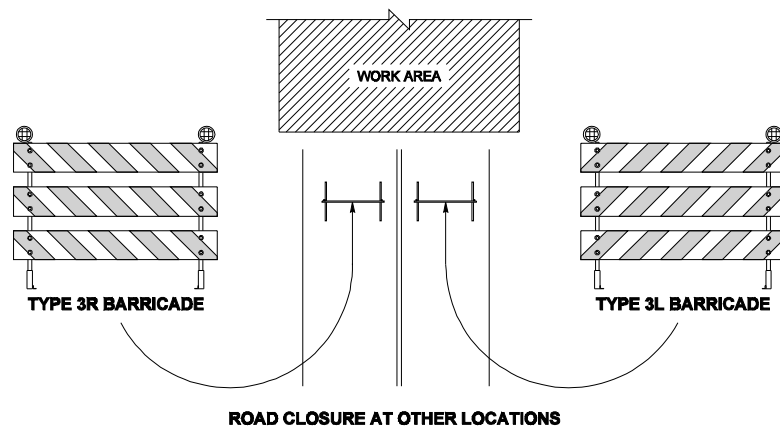
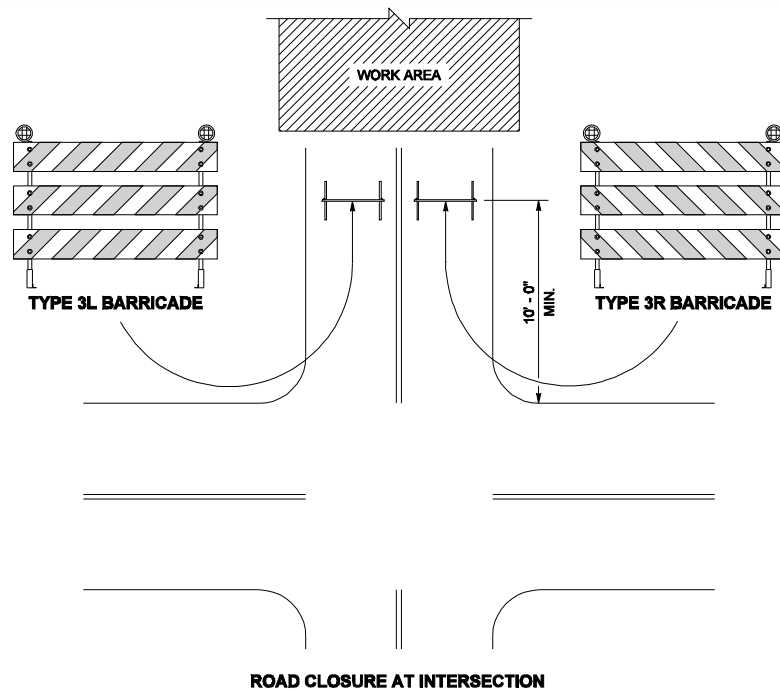
DRAWN BY: LISA CYFORD



STRIPES ON THE BARRICADES SHALL SLOPE  
DOWNWARD IN THE DIRECTION TRAFFIC IS TO PASS



## BARRICADE PLACEMENT



NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT  
UNTIL IT IS ELECTRONICALLY SIGNED BY THE ENGINEER  
AND FILED AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

## TYPE 3 BARRICADE STANDARD PLAN K-80.20-00

SHEET 2 OF 2 SHEETS

APPROVED FOR PUBLICATION

**Kevin J. Dayton**

STATE DESIGN ENGINEER

**12-20-06**

DATE



Washington State Department of Transportation

**DRAWINGS**  
**(BOUND SEPARATELY)**

April 5, 2021

City of Dayton  
111 South 1st Street  
Dayton, Washington 99328

ATTN: Zac Weatherford, Mayor

RE: Cameron Street Pavement Preservation

Dear Mayor Weatherford:

This letter describes the bid results from March 25, 2021 for the Cameron Street Pavement Preservation project bid opening.

Bids for the project were received and opened at Dayton - City Hall on March 25, 2021 at 2:00 p.m. The City received four bids from the following bidders:

1. Humbert Asphalt, Inc.
2. Barker, Inc.
3. Inland Asphalt Company
4. ESF Solutions, LLC

All of the bids were opened and read. After the bid opening, the bids were reviewed again, and the Bidder Responsibility Criteria pursuant to the Revised Code of Washington 39.04.010 was examined with respect to the apparent low bidder (see attached). No discrepancies were found.

After the bid opening, we entered the bid prices into a Microsoft Excel spreadsheet to check the price extensions and verify that the total bid amounts read matched the amounts written on each bid. No errors were found in the bids. A copy of the Bid Tabulation, which shows the bidders' prices and costs for each individual bid item, is attached.

The bid totals ranged from \$76,250.00 to \$95,550.00. The Engineer's Estimate was \$70,500.00.

The bids were competitive with a \$2,270 difference between the lowest bidder and the second lowest bidder. The apparent low bidder is Humbert Asphalt, Inc. Their bid was \$5,750 higher than the Engineer's Estimate.

Transportation Improvement Board concurrence in the form of the attached updated cost estimate has also been received.

From our review of the bids, we recommend the City of Dayton consider awarding the Cameron Street Pavement Preservation project to Humbert Asphalt, Inc., contingent upon approval from the City's

---

Attorney. Assuming no complications, we believe that a contractor should be able to start construction within the next month after the Contract, bonds, and insurance have been finalized. Please contact me if you have any questions.

ANDERSON PERRY & ASSOCIATES, INC.

By   
Adam Schmidt, P.E.

AS/aw

Attachments

cc: File No. 918-167-02, w/attach


S:\Docs\Dayton\918-167 Cameron Street Chip Seal\Bid Results Letter.docx

## Appendix D

### FOR OWNERS

### Mandatory Bidder Responsibility Checklist

The following checklist may be used by Owners in documenting that a Bidder meets the mandatory bidder responsibility criteria. It is suggested that Owners print a copy of documentation from the appropriate website to include with this checklist in the contract file.

<b>General Information</b>	
Project Name: City of Dayton Cameron Street Pavement Preservation	Project Number: 918-167
Bidder's Business Name: Humbert Asphalt, Inc.	Bid Submittal Deadline: March 25, 2021, 2:00 p.m.
<b>Contractor Registration –</b> <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
License Number: HUMBEAI044QG	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline): 11/07/1996	Expiration Date: 03/28/2023
<b>Current UBI Number –</b> <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
UBI Number: 601-735-516	Account Closed: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
<b>Industrial Insurance Coverage –</b> <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account Number: 867,974-01	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Employment Security Department Number –</b>	
Employment Security Department Number:	
<ul style="list-style-type: none"> <li>• Has Bidder provided account number on the Bid Form? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></li> <li>• And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></li> </ul>	
<b>State Excise Tax Registration Number –</b> <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
Tax Registration Number: 601-735-516	Account Closed: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
<b>Not Disqualified from Bidding –</b> <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp</a>	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Minimum Wage Compliance</b>	
Has the Bidder submitted a signed statement in accordance with RCW 9A.72.085 verifying under penalty of perjury the Bidder is in compliance with the following? Within the three-year period immediately preceding the date of the bid solicitation, the Bidder shall 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 RCW 49.46, 49.48, or 49.52	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Checked by:</b>	
Name of Employee: 	Date: March 26, 2021

## HUMBERT ASPHALT INC

### Owner or tradesperson

#### Principals

HUMBERT, DAN LEE, PRESIDENT

HUMBERT, TROY ALLEN, VICE PRESIDENT

HUMBERT, TYLER LEE, SECRETARY

HUMBERT, JENNIFER

ELIZABETH, TREASURER

HUMBERT, CHARLEENE

FRANCIS, PRESIDENT

(End: 03/20/2017)

HUMBERT, CASEY DANIEL, SECRETARY

(End: 03/20/2017)

BEECHER CARLSON INSURANCE

AGEN, AGENT

(End: 03/20/2017)

Doing business as

**HUMBERT ASPHALT INC**

WA UBI No.

**601 735 516**

Business type

**Corporation**

Governing persons

**DAN**

**L**

**HUMBERT**

CHARLEENE F HUMBERT;

TROY HUMBERT;

CASEY HUMBERT;

JENNIFER HUMBERT;

## License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

### Construction Contractor

**Active**

**Meets current requirements.**

License specialties

**GENERAL**

License no.

**HUMBEA1044QG**

Effective — expiration

**11/07/1996 — 03/28/2023**

### Bond

**Travelers Cas and Surety Co of America**

**\$12,000.00**

Bond account no.

**106492144**

Received by L&I

**05/23/2016**

Effective date

**07/01/2016**

Expiration date

**Until Canceled**

### Bond history

### Insurance

**BITCO General Ins Corp**

**\$1,000,000.00**

Policy no.

**CLP3702847**

Received by L&I

**02/09/2021**

Effective date

**02/10/2021**

Expiration date

**02/10/2022**

### Insurance history

### Savings

No savings accounts during the previous 6 year period.

### Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

### L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

### License Violations

No license violations during the previous 6 year period.

## Certifications & Endorsements

### OMWBE Certifications

No active certifications exist for this business.

### Apprentice Training Agent



No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.

### Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID  
**867,974-01**

**Account is current.**

Doing business as

**HUMBERT ASPHALT INC**

Estimated workers reported

**Quarter 4 of Year 2020 "0" Workers**

L&I account contact

**T4 / MICHELE GARRETT (360)902-4875 - Email: GAMI235@ini.wa.gov**

### Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

**Required Training-- Effective July 1, 2019**  
Exempt from this requirement.

**Contractor Strikes**

**No strikes have been issued against this contractor.**

**Contractors not allowed to bid**

**No debarments have been issued against this contractor.**

### Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.



Department of Labor & Industries

## Certificate of Workers' Compensation Coverage

March 26, 2021

WA UBI No.	601 735 516
L&I Account ID	867,974-01
Legal Business Name	HUMBERT ASPHALT INC
Doing Business As	HUMBERT ASPHALT INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 4 of Year 2020 "0" Workers
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	HUMBEAI044QG
License Expiration	03/28/2023

### What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

### Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).

## &lt; Business Lookup

## Tax Information

[New search](#) [Back to results](#)

**Entity name:** HUMBERT ASPHALT, INC.

**Entity type:** [Profit Corporation](#)

**Excise tax account ID #:** 601-735-516

**UBI #:** 601-735-516

**Opened:** August 1, 1996

**Closed:**

**Mailing address:** 84899 HIGHWAY 11  
MILTON FREEWATER OR 97862-7303

**NAICS:** 484220 - Specialized Freight (except Used Goods) Trucking, Local

## Reseller Permit(s)



Reseller permit #	Status	Effective date	Expiration date
A05656121	Active	Jan-01-2018	Dec-31-2021
A05656117	Expired	Jan-01-2014	Dec-31-2017
A05656113	Expired	Jan-01-2010	Dec-31-2013

## Business License Locations



Business name	License account ID #	Location address
<a href="#">HUMBERT ASPHALT, INC.</a>	601735516-001-0002	84899 HIGHWAY 11 MILTON FREEWATER OR 97862-7303
<a href="#">HUMBERT ASPHALT, INC.</a>	601735516-001-0001	RR 3 BOX 158V MILTON FREEWATER OR 97862

The Business Lookup information is updated nightly. Search date and time: 3/26/2021 9:05:29 AM

[Contact us](#)[How are we doing?](#)[Take our survey!](#)[Don't see what you expected?](#)[Check if your browser is supported](#)

Anderson Perry & Associates, Inc.  
PO Box 1687  
Walla Walla, WA 99362

**BID TABULATION**  
**City of Dayton, Washington**  
**Cameron Street Pavement Preservation**

Owner: City of Dayton  
111 S First Street  
Dayton, WA 99328

Bid Opening: 2:00 p.m., March 25, 2021				<i>Engineer's Estimate</i>		<i>Humbert Asphalt, Inc.</i> <i>(1/4)</i>		<i>Barker, Inc.</i> <i>(2/4)</i>	
<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>
1	Mobilization	LS	All Req'd	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
2	Project Temporary Traffic Control	LS	All Req'd	3,000.00	3,000.00	5,000.00	5,000.00	5,000.00	5,000.00
3	Removal of Structures and Obstructions	LS	All Req'd	4,000.00	4,000.00	7,500.00	7,500.00	22,210.00	22,210.00
4	HMA for Overlaying Cl. 3/8 In. or 1/2 In. PG 64-28	TON	150	150.00	22,500.00	125.00	18,750.00	130.00	19,500.00
5	HMA for Pavement Repair Cl. 1/2-In. PG 64-28	SY	700	50.00	35,000.00	55.00	38,500.00	33.30	23,310.00
6	Erosion Control and Water Pollution Prevention	LS	All Req'd	2,000.00	2,000.00	1,500.00	1,500.00	1,000.00	1,000.00
<b>BID TOTAL</b>					<b>\$70,500.00</b>		<b>\$76,250.00</b>		<b>\$78,520.00</b>
<b>Total Shown on Bid Schedule</b>					<b>N/A</b>		<b>\$76,250.00</b>		<b>\$78,520.00</b>
<b>Difference</b>					<b>N/A</b>		<b>\$0.00</b>		<b>\$0.00</b>

Anderson Perry & Associates, Inc.  
 PO Box 1687  
 Walla Walla, WA 99362

**BID TABULATION**  
**City of Dayton, Washington**  
**Cameron Street Pavement Preservation**

Owner: City of Dayton  
 111 S First Street  
 Dayton, WA 99328

Bid Opening: 2:00 p.m., March 25, 2021				<i>Engineer's Estimate</i>		<i>Inland Asphalt Company (3/4)</i>		<i>ESF Solutions, LLC (4/4)</i>	
<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>	<i>Unit Price</i>	<i>Total</i>
1	Mobilization	LS	All Req'd	\$4,000.00	\$4,000.00	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00
2	Project Temporary Traffic Control	LS	All Req'd	3,000.00	3,000.00	10,000.00	10,000.00	4,000.00	4,000.00
3	Removal of Structures and Obstructions	LS	All Req'd	4,000.00	4,000.00	18,000.00	18,000.00	22,000.00	22,000.00
4	HMA for Overlaying Cl. 3/8 In. or 1/2 In. PG 64-28	TON	150	150.00	22,500.00	125.00	18,750.00	137.00	20,550.00
5	HMA for Pavement Repair Cl. 1/2-In. PG 64-28	SY	700	50.00	35,000.00	47.00	32,900.00	55.00	38,500.00
6	Erosion Control and Water Pollution Prevention	LS	All Req'd	2,000.00	2,000.00	2,500.00	2,500.00	500.00	500.00
<b>BID TOTAL</b>					<b>\$70,500.00</b>		<b>\$89,650.00</b>		<b>\$95,550.00</b>
<b>Total Shown on Bid Schedule</b>					<b>N/A</b>		<b>\$89,650.00</b>		<b>\$95,550.00</b>
<b>Difference</b>					<b>N/A</b>		<b>\$0.00</b>		<b>\$0.00</b>