



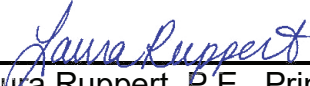
## PUBLIC WORKS DEPARTMENT

### SMALL PUBLIC WORKS INVITATION TO BID

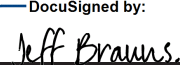
## 116th Ave SE & Edmonds Ave NE Pipe Realignment CIP Project S-041

May 11, 2022

**Prepared by:**

  
\_\_\_\_\_  
Laura Ruppert, P.E., Principle & VP  
Osborn Consulting  
1800 112th Ave NE, Suite 220-E  
Bellevue, WA 98004  
425-451-4009

**Approved for Construction by:**

DocuSigned by:  
  
\_\_\_\_\_  
Jeff Brauns, P.E., Public Works Director  
City of Newcastle  
12835 Newcastle Way, Suite 200  
Newcastle, WA 98056-1316  
425-386-4124



**SMALL PUBLIC WORKS CONTRACT BID DOCUMENTS**

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# **PART 1**

## **INVITATION TO BID**

**SMALL PUBLIC WORKS ROSTER  
INVITATION TO BID  
CITY OF NEWCASTLE**

**NOTICE IS HEREBY GIVEN** that sealed bids will be received by the City of Newcastle, Washington, until **2:00 PM EXACTLY** local time on **Wednesday, May 25, 2022** at which time bids will be opened publicly and read.

The City of Newcastle seeks a contractor to furnishing all labor, materials, and equipment necessary to complete the project referenced below.

<b>116th Ave SE &amp; Edmonds Ave NE Pipe Realignment CIP Project S-041</b>
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Sealed proposals must be clearly marked *BID FOR 116th Ave SE & Edmonds Ave NE Pipe Realignment, S-041* and shall be addressed to the following:

City of Newcastle Public Works  
12835 Newcastle Way, Suite 200  
Newcastle, WA 98056-1316  
Attention: Brian Miller

The work provides for installation of a new drainage system at the intersection of 116th Ave SE and Edmonds Ave NE. The existing storm drainpipe has bends that clog and causes runoff to discharge from the City right-of-way and onto private property. The project will include abandoning the existing storm drain system and replacing it with a new system. The new system will convey runoff from the existing culvert located within SE 90th St. In addition, the system will incorporate catch basins where bends are located in the existing system to eliminate the debris collection in the bends and will extend the outfall location and other work indicated in the Contract Provisions.

This Invitation to Bid is being issued in accordance with RCW 35.22.620 and RCW 39.04.155, which permit the use of a Small Works Roster to solicit bids. Only qualified contractors who are registered with the Municipal Research and Services Center (MRSC) City of Newcastle roster, "Storm Drainage Construction" subcategory under the Main category, "Storm Drainage Facility Construction, Repair, and Maintenance" may submit bids.

The estimated construction cost is \$218,000.

The work shall be completed within twenty (20) working days after the commencement date stated in the Notice to Proceed.

Plans, specifications, and addenda for this project may be viewed online at the City of Newcastle website, [www.newcastlewa.gov/bids](http://www.newcastlewa.gov/bids) It is the Bidder's responsibility to check for addenda and other new documents online.

Proposals are to be submitted only on the forms provided with Part 3 of these Contract Provisions. Substitutions will not be accepted during the bid process.

Incomplete proposals and proposals received after the time fixed for the opening will not be accepted or considered. Faxed or e-mailed responses are not acceptable. Bid results will be made available on the City website, [www.newcastlewa.gov/bids](http://www.newcastlewa.gov/bids).

All bidders must certify that they are not on the Comptroller General's list of ineligible contractors or on the list of parties excluded from Federal procurement or non-procurement programs. Bids may not be withdrawn after bid opening.

Financing of the Project has been provided by City of Newcastle, Washington. The City of Newcastle expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsive, responsible bidder as it best serves the interests of the City.

The City of Newcastle, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 , Nondiscrimination in Federally-assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Brian Miller  
Surface Water Program Manager  
[BrianM@newcastlewa.gov](mailto:BrianM@newcastlewa.gov)  
425-386-4111

**PART 2**

**INSTRUCTIONS FOR BIDDERS  
AND  
GENERAL TERMS AND CONDITIONS**

# INSTRUCTIONS FOR BIDDERS AND GENERAL TERMS AND CONDITIONS

## 1. **STANDARD SPECIFICATIONS**

Bidding shall be in strict accordance with the 2022 Standard Specifications for Road, Bridge and Municipal Construction, issued by the Washington Department of Transportation (WSDOT), as modified or supplemented by the Special Provisions (hereafter, "Specification" or "Specifications"). Deletion, amendment, alteration or additions to any subsection or portion of the Standard Specifications shall pertain only to that particular portion of the section, and the balance shall continue to be in force. Bidders shall obtain these publications at the Bidder's own expense. The WSDOT specifications can be found at [www.wsdot.wa.gov/publications/manuals](http://www.wsdot.wa.gov/publications/manuals)

## 2. **BID FORM**

No bid shall be considered except those submitted on the Bid Proposal forms included with the Contract Provisions. Substitutions will not be accepted during the bid process.

## 3. **INTERPRETATION OF CONTRACT DOCUMENTS**

No oral interpretations will be made to any Bidder as to the meaning of the bid or Contract Documents; and any oral communication is not binding upon the City of Newcastle. Requests for an interpretation or questions must be directed via email to Brian Miller at [BrianM@newcastlewa.gov](mailto:BrianM@newcastlewa.gov). Questions via phone or in person will not be accepted. **Bidders shall submit questions no later than 5:00pm four (4) working days before the bid opening.** Any interpretation deemed necessary by the City will be in the form of an addendum to the Bid documents. Addendums will be posted on the City of Newcastle website, [www.newcastlewa.gov/bids](http://www.newcastlewa.gov/bids). All such addenda shall become part of the bid specifications. Where a response or addendum from the City cannot be obtained prior to the bid opening, it is understood that the Bidder has made provisions for a more costly method before submitting the bid. Where conflicts or omissions occur in Plans, Specifications, or other related Contract Documents, Bidders shall assume the more stringent requirements and verify with the City before beginning work.

## 4. **ADDENDA**

No alteration or modification of the terms and conditions of these Contract Documents will be binding unless included in a written addendum issued and approved by the City. Bidders are responsible for checking the City of Newcastle website ([www.newcastlewa.gov/bids](http://www.newcastlewa.gov/bids)) for the issuance of any addenda prior to submitting a bid. Bids shall reflect performance according to the Addenda. No Bid Bond shall be released for failure to consider Addenda.

## 5. **SIGNATURE**

Each bid must be signed in longhand by the Bidder with the Bidder's usual signature. Bids by partnership must be signed by one of the managing partners, followed by the partner's printed name. Bids by corporations must be signed by an officer having authority to sign, followed by the officer's printed name and position.

**6. BID BOND**

A Bid Bond is required, See Part 3.

**7. PRE-BID CONFERENCE**

There is no Pre-bid Conference associated with this bid.

**8. QUESTIONS**

Questions regarding BIDDING PROCEDURES may be directed to:

Jeff Brauns, P.E., Public Works Director  
[Jeffb@newcastlewa.gov](mailto:Jeffb@newcastlewa.gov)  
425-386-4124

Questions regarding TECHNICAL QUESTIONS may be directed to:

Brian Miller, Surface Water Program Manager  
[brianm@newcastlewa.gov](mailto:brianm@newcastlewa.gov)  
425-386-4111

**9. NON-COLLUSION**

By bid signature, the Bidder certifies that the Bid is non-collusive, and not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a sham offer, or to refrain from proposing.

**10. GIFTS**

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Bidder or a **Successful Low Bidder (herein after "Contractor")** awarded the contract, shall not give a gift of any kind to City employees or officials, at any time, even after award of a contract.

**11. SUBMISSION OF BIDS**

To receive consideration, bids must be submitted prior to the specified time for opening, in a sealed envelope, clearly marked with company name, address, telephone number, bid number, title of bid, and time of opening to the City of Newcastle. Bidders assume the risk for the method of delivery chosen. The City assumes no responsibility for delayed delivery. No oral, telephonic, email or facsimile bids or modifications will be accepted. Any bid or modification of a bid received at the City of Newcastle after the stated time and date for the bid closing will not be accepted or considered.

Bids remain confidential until bid opening after which bids are considered a public record subject to public disclosure under Chapter 42.56 RCW. Bidder shall mark as "proprietary" any



information that Bidder believes meets the exemption under RCW 42.56.270(1). This assertion of proprietary information will be considered by the City in response to public records requests. Bid results will be made available as soon as practical following the bid opening on the City website, [www.newcastlewa.gov/bids](http://www.newcastlewa.gov/bids).

**12. WITHDRAWAL OF BIDS**

See Specification 1-02.10.

**13. BID PRICE**

The bid price shall include everything necessary to perform and complete the project, including, but not limited to, furnishing all materials, equipment, tools, plant and landscape material, and other facilities and all management, superintendent's labor and service, except as may be provided otherwise in the contract documents. The bid shall remain in effect for forty-five (45) calendar days after the bid opening. For City of Newcastle correction of discrepancy in bid price, see Specification 1-03.1.

**14. PREVAILING WAGE**

See Specification 1-07.9(1). See APPENDIX A for applicable wage rates.

**15. ESTIMATED QUANTITIES**

See Specification 1-02.3 and 1-04.6.

**16. EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

See Specification 1-02.4.

**17. CONTRACT BOND**

See Specification 1-03.4 and Part 4

**18. INDEMNIFICATION/HOLD HARMLESS**

The Awarded Contractor shall defend, indemnify and hold the City and its officers, agents , officials, employees , and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, costs, and expenses arising out of or in connection with the performance of the Contract, except for injuries and damages caused by the sole neglect of the City.

This Contract is subject to RCW 4.24.115. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by

the parties. The provisions of this section shall survive the expiration or termination of the contract.

## **19. INSURANCE**

See Specification 1-07.18.

## **20. TAXES AND FEDERAL EXCISE TAX**

Taxes are to be paid by the City as indicated on the Bid Proposal Sheet. Where no line item is provided for Washington State Sales Tax, Rule 171 (WAC 458-20-171) applies. No charge by the Bidder shall be made for federal excise taxes. The City of Newcastle, as a municipal corporation of the State of Washington, is exempt from federal excise tax and such taxes shall not be included in bid prices. The City of Newcastle agrees to furnish Bidder, upon acceptance of articles supplied under this order, with an exemption certificate, if necessary.

## **21. CITY BUSINESS LICENSE**

As mandated by NMC 5.15.030, if awarded the Contract, the Awarded Contractor shall obtain a City of Newcastle Business License prior to the execution of the Contract and shall maintain the business license in good standing throughout the term of the Contract.

Information on obtaining a City business license is available at:

[www.newcastlewa.gov/businesslicense](http://www.newcastlewa.gov/businesslicense)

## **22. LOW RESPONSIBLE BIDDER**

It is the intent of the City to award the bid to the lowest responsive and responsible bidder. Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

**A. State Responsibility Criteria.** The Bidder must meet the following state responsibility criteria as set forth in RCW 39.04.350:

- 1) At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
- 2) Have a current Washington State Unified Business Identifier (UBI) number.
- 3) If applicable:
  - a) Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
  - b) Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
  - c) Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
- 4) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

- 5) Have received training from the Washington State Department of Labor & Industries or a training provider approved by the Department on the requirements related to public works and prevailing wage under chapter 39.04 RCW and chapter 39.12 RCW unless the bidder has completed three or more public works projects and has had a valid business license in Washington for three or more years, and
- 6) Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

**B. Supplemental Bidder Responsibility Criteria.** If supplemental criteria apply to this project, the criteria are included in Section 3. The Bidder may make a written request for the City to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at the City's discretion.

**C. Performance Exception.** The lowest responsible bidder means a bid that meets the criteria under RCW 39.04.350 and has the lowest bid; provided, that if the City issues a written finding that the lowest bidder has delivered a project to the City within the last three years which was late, over budget, or did not meet specifications, and the City does not find in writing that such bidder has shown how they would improve performance to be likely to meet project specifications then the City may choose the second lowest bidder whose bid is within five percent of the lowest bid and meets the same criteria as the lowest bidder.

### **23. SUBCONTRACTOR RESPONSIBILITY**

See Specification 1-08.1.

### **24. NON-RESPONSIVE BIDS**

See Specification 1-02.13.

### **25. BID ERRORS**

See Specification 1-03.1.

### **26. BID PROTEST**

Any Bidder may file a written protest against award of the Contract to the lowest bidder within two full business days of bid opening. Within two business days of the bid opening, the City shall provide, if requested by a bidder, copies of the bids the City received for the project. The City shall allow at least two business days after providing bidders with copies of all bids before executing a contract for the project. A protest submittal shall be delivered to the City of Newcastle, City Clerk, 12835 Newcastle Way, Suite 200, Newcastle, WA 98056-1316, with the words "Bid Protest" prominently and clearly displayed on any outer cover containing the protest notice as well as the notice itself. The following minimum information must be included

in the written protest notice: 1) the name, address and phone number (including area code) of the protesting bidder; and 2) the protesting bidder contact person's name and telephone number (including area code); and 3) a statement(s) describing the nature of the protest; and 4) the City bid number and title.

If the City intends to award the contract to other than the low bidder, a notice of intent to award shall be sent to all bidders. Any Bidder other than the selected bidder may protest the award using the procedure outlined above within five full business days of mailing the notice or two full business days of actual receipt by electronic or personal delivery.

No contract shall be executed earlier than two full business days (excluding holidays and weekends) from the date a written protest is received, or, if copies were requested by any Bidder, two full business days following when the copies of the bids were provided by the City. The Bid Protester assumes the risk for method of delivery.

## **27. AWARD OF CONTRACT**

See Specification 1-03.2, 1-03.3., 1-03.4 and 1-03.5.

## **28. NOTICE TO PROCEED**

The Awarded Contractor shall not commence work until a Notice to Proceed has been issued by the City. A Notice to Proceed will be given after the Contractor has submitted a completed W-9 form and after the contract has been executed by the City and the Contractor, and where applicable, by any State or Federal agencies responsible for funding any portion of the Project. The time allowed for Physical Completion of the work shall begin as of the date specified in the Notice to Proceed, or if no date is specified, the next working day following the date of the Notice to Proceed

## **29. REQUEST TO SUBCONTRACT WORK**

The Awarded Contractor shall complete and submit to the City a Request to Subcontract Work form three (3) working days prior to a subcontractor performing the work.

## **30. ASSIGNMENT**

The Awarded contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City, which consent will not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

## **31. PAYMENT**

The Awarded Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:

- A. Contract Number
- B. Bid item number, bid quantity, unit, unit price and description as appropriate
- C. Sales Tax as applicable

The Payment Request will be reviewed by the City before payment is made. If the City is in disagreement with the Payment Request, the City shall file a notice of dispute. Contractor shall be paid or a notice of dispute sent within thirty (30) days after the Payment Request is received by the City.

In accordance with RCW 51.12.050, the City reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

### **32. RETAINAGE**

See Specification 1-09.9(1).

### **33. APPLICABLE LAW AND FORUM**

The Awarded Contractor shall comply with all federal, state and local laws, rules, regulations applicable to its performance. The Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising from here shall be brought in King County Superior Court.

### **34. ADDITIONAL INFORMATION**

The City encourages disadvantaged, minority and women-owned businesses to respond.

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit a proposal in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

## **PART 3**

# **BID DOCUMENTS**

# **BID SUBMITTAL CHECKLIST**

## **1. REQUIRED FORMS**

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

\_\_\_\_\_ **Bid Proposal**

\_\_\_\_\_ **Statement of Bidder's Qualifications**

\_\_\_\_\_ **Bid Security Form**

\_\_\_\_\_ **Certification of Compliance with Wage Payment Statutes (RCW 39.04.350)**

\_\_\_\_\_ **Subcontractor Listing Form (RCW 39.30.060)**

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

\_\_\_\_\_ **Responsible Bidder Information Form**

**Failure to submit all of the above items will result in the bid being non-responsive.**

## **BID PROPOSAL**

### **116TH AVE SE & EDMONDS AVE NE PIPE REALIGNMENT**

#### **(S-041)**

This Contract provides for the above listed project and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

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

It is understood herein that after the date and hour set for the opening of bids, no Bidder may withdraw its Proposal, unless the award of the Contract is delayed for a period exceeding fifty (50) consecutive calendar days.

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

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

The undersigned agrees that in the event of contract award, it shall employ only Contractors and Subcontractors duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

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

The undersigned hereby agrees that the Owner reserves the right to award the contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the



Owner. The Owner will determine at the time of award of the Project which additives, if any, will be included in the Contract.

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

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within twenty (20) from when Contract Time begins.

The undersigned is in, and will remain in, full compliance with all Washington State Department of Licensing requirements for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

The undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

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

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

Contractor Name:	
Address:	
City:	
Phone:	Fax:
E-mail:	
State of Incorporation or formation of business entity:	
Signatory Name:	
Signatory Title:	
Signature:	Date:

**SCHEDULE OF PRICES**

**BID AWARD:** Determination of low bidder will be made on the basis of the “Total Base Bid Price” Plus Additive 1 as budget allows. The below signed bidder acknowledges that bids must be submitted for the base bid and additive items. Partial bids will not be considered.

**Preference 1:** Base Bid plus Additive A

**Preference 2:** Base Bid

Having carefully examined all Contract Documents prepared by the City of Newcastle, the undersigned agrees to furnish all the labor, materials, equipment, superintendence, insurance and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the above contract documents and the implied intent thereof, for the following schedule of unit prices:

**BASE BID**

ITEM No.	SPEC SEC.	ITEM DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	TOTAL AMOUNT
1	1-04	Minor Change	1	EST	\$	\$
2	1-05	Construction Surveying	1	LS	\$	\$
3	1-05	Record Drawings	1	LS	\$	\$
4	1-07	SPCC Plan	1	LS	\$	\$
5	1-09	Mobilization	1	LS	\$	\$
6	1-10	Project Temporary Traffic Control	1	LS	\$	\$
7	2-01	Clearing and Grubbing	1	LS	\$	\$
8	2-05	Structure Excavation Class B Inc Haul	179	CY	\$	\$
9	4-04	Crushed Surfacing Base Course	141	TN	\$	\$
10	5-04SP	HMA Cl. 1/2 PG 64-22	3	TN	\$	\$
11	7-02	Flared End Section 12 In. Diam	1	EA	\$	\$
12	7-04	SDR 35 Storm Sewer Pipe 12 In. Diam.	301	LF	\$	\$

PROPOSAL – Continued

Print Bidder Name \_\_\_\_\_

ITEM No.	SPEC SEC.	ITEM DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	TOTAL AMOUNT
13	7-04 SP	High-Density Polyethylene (HDPE) Pipe 12 In. Diam	207	LF	\$	\$
14	7-04 SP	High-Density Polyethylene (HDPE) Pipe 16 In. Diam	20	LF	\$	\$
15	7-04 SP	Energy Dissipater (HDPE) Tee	10	LF	\$	\$
16	7-05 SP	Catch Basin Type 1	7	EA	\$	\$
17	7-08	Plugging Existing Pipe	2	EA	\$	\$
18	8-01SP	Erosion Control and Water Pollution Prevention	1	LS	\$	\$
19	8-01SP	Topsoil Type A	12	CY	\$	\$
20	8-01SP	Course Compost	78	CY	\$	\$
2	8-02	Seeding and Fertilizing by Hand	80	SY	\$	\$
22	8-02	Straw Wattle and Live Stake Row	540	LF	\$	\$
23	8-05SP	Existing Railroad Tie Wall and Steps	1	LS	\$	\$
24	8-24	Geotextile	40	SY	\$	\$
25	8-24 SP	Gabion Cribbing	25	CY	\$	\$
SUBTOTAL (BASE BID)						\$
WA State Sales Tax @ 0% (Rule 170)						\$ N/A
<b>TOTAL COST (BASE BID)</b>						<b>\$</b>

**COMPANY NAME** \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

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

Addendum No.	Date of Receipt	Signature
1		
2		
3		

**NOTE:**

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



## **STATEMENT OF BIDDER'S QUALIFICATIONS**

Name of Firm: \_\_\_\_\_

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

Contact Person for this Project: \_\_\_\_\_

Telephone No. \_\_\_\_\_

E-mail: \_\_\_\_\_

You may attach extra pages if necessary to answer these questions

1. Number of years the company has been in business under the present firm name as indicated above: \_\_\_\_\_

2. Gross dollar amount of work currently under contract: \_\_\_\_\_

3. Gross dollar amount of contracts currently not completed: \_\_\_\_\_

4. General character of work performed by firm: \_\_\_\_\_

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

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

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

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

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

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

6. List up to three (3) customer references for projects of a similar nature and size which have been completed by the bidder within the last seven (7) years:

**Reference #1**

Project Name / Agency-Owner	
Contact Name & Title	
Phone Number	
Year Completed	
Contract Amount	
Scope of project:	

**Reference #2**

Project Name / Agency-Owner	
Contact Name & Title	
Phone Number	
Year Completed	
Contract Amount	
Scope of project:	

**Reference #3**

Project Name / Agency-Owner	
Contact Name & Title	
Phone Number	
Year Completed	
Contract Amount	
Scope of project:	

7. Bank Reference: \_\_\_\_\_

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

\_\_\_\_\_

9. Identify who will be the general superintendent and/or project superintendent on this project and list the number of years each person identified has been with the firm.

\_\_\_\_\_

10. Have you changed bonding companies within the last three years? \_\_\_\_\_

If yes, why? \_\_\_\_\_

Have you ever been sued or engaged in arbitration by the Owner or have you ever sued or demanded arbitration from an Owner of any public works contract for a special utility district, private utility company, municipality, county, or state government a party to a lawsuit or an arbitration proceeding in any way relating to a construction project? \_\_\_\_\_

If yes, for what reason? \_\_\_\_\_

\_\_\_\_\_

Disposition of case, if settled: \_\_\_\_\_

Bidder agrees that the Owner shall have the right to obtain credit reports.

Yes: \_\_\_\_\_ No: \_\_\_\_\_

The City may conduct reference checks for the bidder whose bid is under consideration for award for verification of bidder responsibility under mandatory and supplemental bidder responsibility under Part II (19) of the Contract Documents. The City may determine that the bidder is not a responsible bidder and may award to the next lowest bidder who meets the bidder qualification requirements. In conducting reference checks, the City may include itself or other government agencies and businesses as a reference even if the bidder did not identify these sources as a reference.





## RESPONSIBLE BIDDER INFORMATION FORM

Contractor Name:	
Address:	
City:	
Phone:	Fax:
E-mail:	
UBI Number:	
Contractor Registration Number:	
Employment Security Department Number:	
State Excise Tax Registration Number:	
Are you disqualified from bidding under RCW 39.06.010 or 39.12.065(3)? <input type="checkbox"/> Yes <input type="checkbox"/> No	

1. Have you been disqualified from bidding on any public works contract(s)?

Yes  No *If yes, provide details:*

\_\_\_\_\_

2. Have any of the projects you have completed in the last three (3) years had claims against the retainage and/or bonds?

Yes  No *If yes, list below:*

Project Name / Agency-Owner	Owner Reference Name and Phone No.	List claims filed against retainage and/or payment bond. Explain circumstances around each claim & ultimate resolution.

3. Has the bidder and/or its owners had any lawsuits with judgements entered against the Bidder in the last five (5) years?

Yes  No *If yes, provide details:*

\_\_\_\_\_

4. Have you ever been sued or engaged in arbitration by the Owner or have you ever sued or demanded arbitration from an Owner of any public works contract for a special utility district, private utility company, municipality, county, or state government a party to a lawsuit or an arbitration proceeding in any way relating to a construction project? \_\_\_\_\_

If yes, for what reason? \_\_\_\_\_

Disposition of case, if settled: \_\_\_\_\_

5. Does the bidder owe any delinquent taxes to the Washington State Department of Revenue?

Yes  No *If yes, does the Bidder have an approved payment plan?*  Yes  No

6. Does the bidder have any prevailing wage violations as determined by Washington State Department of Labor & Industries in the past five (5) years?

Yes  No *If yes, provide a list of the violation(s), along with an explanation of each violation and how it was resolved.*

The undersigned certifies under penalty of perjury that the foregoing information is complete, true, and accurate to the best of his/her knowledge. The undersigned authorizes the City of Newcastle to verify all information contained herein (if this information is not complete and accurate, the bid may be considered non-responsive).

Signature of Bidder \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**BID BOND**

KNOW ALL BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_

of \_\_\_\_\_ Principal, and the

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a corporation duly organized under the laws of the state of \_\_\_\_\_,  
and authorized to do business in the State of Washington, as surety, are held and firmly  
bound unto the CITY OF NEWCASTLE in the full and penal sum of five (5) percent of the  
total amount of the bid proposal of said principal for the work hereinafter described, for  
the payment of which, well and truly to be made, we bind our heirs, executors,  
administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting  
his or its sealed proposal for the following construction project, to wit:

116TH AVE SE & EDMONDS AVE NE PIPE REALIGNMENT (S-041)

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the  
contract be awarded to said principal, and if said principal shall duly make and enter into  
and execute said Contract and shall furnish bond as required by the CITY OF  
NEWCASTLE within a period of 10 days from and after said award, exclusive of the day  
of such award, then this obligation shall be null and void, otherwise it shall remain and be  
in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to  
be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
Bidder

By \_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**CERTIFICATION OF COMPLIANCE WITH  
WAGE PAYMENT STATUTES**

I certify under penalty of perjury under the laws of the State of Washington that

\_\_\_\_\_  
Bidder

is in compliance with the responsible bidder criteria requirement of RCW 39.04.350(1)(9) which provides:

Within the three year period immediately preceding the date of this solicitation\*,

\_\_\_\_\_  
Bidder

has not been determined by a final and binding citation and notice of assessment issued by the Washington State Dept. of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have knowingly and intentionally violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

\_\_\_\_\_  
Bidder Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Location of Place Executed (City, State)

\_\_\_\_\_  
Date

\*Definition: "Date of this solicitation" means the date of publication for formal bids, and the date of request for quotes or small works roster invitations.



# Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

## To Be Submitted with the Bid Proposal

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

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

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

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

Subcontractor Name \_\_\_\_\_

Work to be performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Work to be performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Work to be performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Work to be performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

# **PART 4**

## **AWARD DOCUMENTS**

**SAMPLE CONTRACT**



**AGREEMENT**  
**PUBLIC WORKS PROJECT**

THIS AGREEMENT is entered into by and between the CITY OF NEWCASTLE (hereinafter called the Owner) and [CONTRACTOR] (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

**ARTICLE 1. WORK.**

This Project includes the construction of approximately 100 ft<sup>2</sup> of rockery along south side of the 12100 block at SE 71st Pl. Items of work include, but not limited to clearing and grubbing, removal of unstable rockery section, excavation, rockery reconstruction and backfill material in addition to a rockery wall drainage connection along with other miscellaneous items as further shown, described and indicated in the Contract Provisions.

**ARTICLE 2. CONTRACT TIME.**

The Contractor shall complete the Work required by the Contract within [FIGURE] (NUMBER) working days.

**ARTICLE 3. LIQUIDATED DAMAGES.**

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner (\$500.00) per day for each working day beyond the Substantial Completion Date that the Contractor achieves substantial completion of the Work and (\$500.00) for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.



**SAMPLE CONTRACT**

**ARTICLE 4. CONTRACT PRICE.**

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract.

**ARTICLE 5. CONTRACT.**

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, and all required certificates and affidavits;
- The Contract Provisions;
- The Plans (or drawings);
- Addenda, if any;
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

**ARTICLE 6. MISCELLANEOUS.**

The Contractor specifically waives any immunity granted under the State Industrial Insurance Law, RCW Title 51, which is specifically acknowledged by the Contractor.

Contractor to initial: \_\_\_\_\_

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year first above written.

SAMPLE CONTRACT

CITY OF NEWCASTLE

CONTRACTOR

\_\_\_\_\_  
Robert Wyman  
City Manager

\_\_\_\_\_  
Name

ATTEST

\_\_\_\_\_  
Title

\_\_\_\_\_  
City Attorney

**SAMPLE CONTRACT FORMS**  
**To be completed by low bidder**

**PERFORMANCE BOND**

KNOW ALL BY THESE PRESENTS: That whereas The City of Newcastle has awarded to \_\_\_\_\_  
\_\_\_\_\_ hereinafter designated as the "Principal", a Contract for the \_\_\_\_\_  
\_\_\_\_\_ project, all as hereto attached and made a part hereof, and whereas said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we the Principal, \_\_\_\_\_  
and \_\_\_\_\_ a corporation, organized and existing under and by virtue of the Laws of the State of \_\_\_\_\_ duly authorized to do business in the State of Washington, as Surety, are held and firmly bound unto The City of Newcastle, for and in behalf of the \_\_\_\_\_ project, in the sum of \_\_\_\_\_ Dollars (\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, and shall faithfully perform all the provisions of such Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereinafter be made, at the time and in the manner therein specified and shall pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or their part, and shall indemnify and save harmless The City of Newcastle, and their officers and agents; and shall further save harmless and indemnify said City from any defect or defects, in any of the workmanship entering into any part of the work or designated equipment covered by said Contract, which shall develop or be

**SAMPLE CONTRACT FORMS**  
**To be completed by low bidder**

discovered within two years after final acceptance of such work, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect, provided that the liability hereunder for defects in materials and workmanship for a period of two (2) years after the final acceptance of the work shall not exceed the sum of \_\_\_\_\_  
\_\_\_\_\_, (\$\_\_\_\_\_). (100% of the Contract Sum)

And the said Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or the work or to the Drawings or Specifications.

IN WITNESS WHEREOF, the said Principal and the said Surety have caused this Bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SAMPLE CONTRACT FORMS**  
**To be completed by low bidder**

TWO WITNESSES

\_\_\_\_\_

Principal

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST: (If Corporation)

CORPORATE SEAL

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_ Surety

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_

Address of local office and agent of  
Surety Company is: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Attorney for City of Newcastle

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**SAMPLE CONTRACT FORMS**  
**To be completed by low bidder**

**PAYMENT BOND**

KNOW ALL BY THESE PRESENTS:

that \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, (Corporation, Partnership or Individual), hereinafter called Principal,  
and \_\_\_\_\_

(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto The City of Newcastle, hereinafter called Owner, in the penal sum of (100% of Contract Sum) \_\_\_\_\_  
(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, a copy of which is hereto attached and made a part hereof for the construction of: \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

**SAMPLE CONTRACT FORMS**  
**To be completed by low bidder**

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, FURTHER, all such persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract shall have the right to sue in their own name on this Bond in its own name to recover for any loss, injury, damage or liability whatsoever sustained or incurred by them by reasons of any breach of the Contract Documents, or of any provisions in this Bond, in the same manner and to the same extent as though this obligation ran directly to the said persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SAMPLE CONTRACT FORMS**  
**To be completed by low bidder**

ATTEST:

	Principal
(Seal)	
	By: _____
(Witness as to Principal)	
	Address
(Address)	

ATTEST:

	By _____
(Surety) Secretary	Attorney for City of Newcastle
(Seal)	
	Surety
(Witness to Surety)	
	Attorney-in-Fact
(Address)	
	Address

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



**SAMPLE CONTRACT FORMS**  
**To be completed by low bidder**

**RETAINAGE INVESTMENT OPTION**

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

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

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how retainage under this contract will be invested. Please complete and sign this form indication your preference. If you fail to do so, the City will deposit the funds in a Guarantee Deposit account, and you will miss the benefit of any interest earned. Select one of the following options:

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

Bank: \_\_\_\_\_.

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

Preferred Bank: \_\_\_\_\_

Securities/Bonds: \_\_\_\_\_

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

Retainage is normally released 45 days after final acceptance of the work, or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be longer, due to its seasonal nature.

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

\_\_\_\_\_  
*Contractor's Signature*

\_\_\_\_\_  
*Title*

**SAMPLE CONTRACT FORMS**  
**To be completed by low bidder**

**SAVING ACCOUNT AGREEMENT**

TO BANK: \_\_\_\_\_ SAVINGS ACCOUNT NO: \_\_\_\_\_

BANK ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

AGENCY: CITY OF NEWCASTLE  
12835 Newcastle Way; Suite 200, Newcastle, WA 98056

CONTRACT NO: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

The estimated completion date of contract is: \_\_\_\_\_

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

**INSTRUCTIONS**

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

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys for the entire amount of your fees as provided for herein above. In the event that

**SAMPLE CONTRACT FORMS**  
**To be completed by low bidder**

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

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

\_\_\_\_\_  
*Contractor*

CITY OF NEWCASTLE  
\_\_\_\_\_  
*Agency*

BY: \_\_\_\_\_  
Title: \_\_\_\_\_

BY: \_\_\_\_\_  
Robert T. Wyman, City Manager

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

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

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

The above savings account agreement and instruction received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
*Bank Name*

\_\_\_\_\_  
*Authorized Bank Officer*

**SAMPLE CONTRACT FORMS**  
**To be completed by low bidder**

**ESCROW AGREEMENT**

TO BANK: \_\_\_\_\_ ESCROW NO.: \_\_\_\_\_

BANK ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

AGENCY: CITY OF NEWCASTLE  
12835 Newcastle Way; Suite 200, Newcastle, WA 98056

CONTRACT NO: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

The estimated completion date of contract is: \_\_\_\_\_

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

**INSTRUCTIONS**

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by the AGENCY. Attached is a list of such bonds, or other securities approved by the AGENCY. Other bonds or securities, except stocks may be selected by the CONTRACTOR, subject to express written approval of the AGENCY. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the AGENCY as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the AGENCY'S warrants) except in accordance with written instructions from the AGENCY. Compliance with such instruction shall relieve you of any further liability related thereto.

**SAMPLE CONTRACT FORMS**  
**To be completed by low bidder**

4. In the event the AGENCY orders you to do so in writing, you shall within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.
5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

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

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

**SAMPLE CONTRACT FORMS**  
**To be completed by low bidder**

Contractor _____	CITY OF NEWCASTLE
<i>Contractor</i>	<i>Agency</i>
By: _____	By: _____
<i>Title:</i> _____	Robert T. Wyman, City Manager
Date: _____	Date: _____
Address: _____	

---

The above escrow agreement and instruction received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Bank Name*

\_\_\_\_\_  
*Authorized Bank Officer*

SECURITIES AUTHORIZED BY AGENCY

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

# **PART 5**

## **SPECIAL PROVISIONS**

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1  
2 These Special Provisions *supplement*, add *new*, *replace*, *revise*, or *delete* the  
3 combined WSDOT Standard Specifications and Amendments. For clarification of the  
4 purpose of the sections provided, these Special Provisions have the following added  
5 section descriptors:  
6 *Supplement:* Adds language to the identified section of the Standard  
7 Specifications.  
8 *New:* Specification section/subsection is unique to this project  
9 and will not be found in the Standard Specifications.  
10 *Replace:* A replacement of the entire identified section or  
11 subsection of the Standard Specifications.  
12 *Revise:* A revision of the identified sentence, paragraph, or table  
13 of the Standard Specifications.  
14 *Delete:* A deletion of an entire section, subsection, or specified  
15 text of the Standard Specifications  
16 *{Date} WSDOT GSP:* A WSDOT General Special Provision  
17 *{Date} APWA GSP:* An APWA General Special Provision  
18 *{Date} CON GSP:* A City of Newcastle General Special Provision.  
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# DIVISION 1 GENERAL REQUIREMENTS

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## SECTION 1-01, DEFINITIONS AND TERMS

### 1-01.3 Definitions

(January 19, 2022 APWA GSP)

*Modification*

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:

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

5  
6 All references to the terms "State" or "state" shall be revised to read "Contracting  
7 Agency" unless the reference is to an administrative agency of the State of  
8 Washington, a State statute or regulation, or the context reasonably indicates  
9 otherwise.

10  
11 All references to "State Materials Laboratory" shall be revised to read "Contracting  
12 Agency designated location".

13  
14 All references to "final contract voucher certification" shall be interpreted to mean the  
15 Contracting Agency form(s) by which final payment is authorized, and final  
16 completion and acceptance granted.

17  
18 **Additive**

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

22  
23 **Alternate**

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

27  
28 **Business Day**

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

31  
32 **Contract Bond**

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

36  
37 **Contract Documents**

38 See definition for "Contract".

39  
40 **Contract Time**

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

43  
44 **Notice of Award**

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

47  
48 **Notice to Proceed**

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

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**Traffic**

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

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

**1-02.1 Prequalification of Bidders**

*(January 24, 2011 APWA GSP)*

*Replacement*

Delete this Section and replace it with the following:

**1-02.1 Qualifications of Bidder**

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

Add the following new section:

**1-02.1(1) Supplemental Qualifications Criteria**

*(July 31, 2017 APWA GSP)*

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in Section 1-02.14 Option C of these Special Provisions.

**1-02.2 Plans and Specifications**

*(June 27, 2011 APWA GSP)*

*Replacement*

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

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

<b>To Prime Contractor</b>	<b>No. of Sets</b>	<b>Basis of Distribution</b>
Reduced plans (11" x 17")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

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

3  
4 **1-02.4 Examination of Plans, Specifications, and Site of Work**

5  
6 **1-02.4(1) General**

7 *(January 19, 2022 APWA GSP Option B)*

*Modification*

8  
9 The first sentence of the ninth paragraph, beginning with "Any prospective Bidder  
10 desiring...", is revised to read:

11  
12 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,  
13 shall request the explanation or interpretation in writing by close of business five (5)  
14 business days preceding the bid opening to allow a written reply to reach all  
15 prospective Bidders before the submission of their Bids.

16 **1-02.4(2) Subsurface Information**

17 *(March 8, 2013 APWA GSP)*

*Modification*

18  
19 The second sentence in the first paragraph is revised to read:

20  
21 The Summary of Geotechnical Conditions and the boring logs, if and when included  
22 as an appendix to the Special Provisions, shall be considered as part of the Contract.

23  
24 **1-02.5 Proposal Forms**

25 *(July 31, 2017 APWA GSP)*

*Replacement*

26  
27 Delete this section and replace it with the following:

28  
29 The Proposal Form will identify the project and its location and describe the work. It  
30 will also list estimated quantities, units of measurement, the items of work, and the  
31 materials to be furnished at the unit bid prices. The bidder shall complete spaces on  
32 the proposal form that call for, but are not limited to, unit prices; extensions;  
33 summations; the total bid amount; signatures; date; and, where applicable, retail  
34 sales taxes and acknowledgment of addenda; the bidder's name, address, telephone  
35 number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a  
36 State of Washington Contractor's Registration Number; and a Business License  
37 Number, if applicable. Bids shall be completed by typing or shall be printed in ink by  
38 hand, preferably in black ink. The required certifications are included as part of the  
39 Proposal Form.

40  
41 The Contracting Agency reserves the right to arrange the proposal forms with  
42 alternates and additives, if such be to the advantage of the Contracting Agency. The  
43 bidder shall bid on all alternates and additives set forth in the Proposal Form unless  
44 otherwise specified.

45  
46 **1-02.6 Preparation of Proposal**

47 *(December 10, 2020 APWA GSP, Option B)*

*Modification*

48  
49 Supplement the second paragraph with the following:

1 4. If a minimum bid amount has been established for any item, the unit or lump  
2 sum price must equal or exceed the minimum amount stated.

3 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be  
4 initialed by the signer of the bid.  
5

6 Delete the last two paragraphs, and replace them with the following:  
7

8 The Bidder shall submit with their Bid a completed Contractor Certification Wage  
9 Law Compliance form, provided by the Contracting Agency. Failure to return this  
10 certification as part of the Bid Proposal package will make this Bid Nonresponsive  
11 and ineligible for Award. A Contractor Certification of Wage Law Compliance form is  
12 included in the Proposal Forms.  
13

14 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any  
15 manner.  
16

17 A bid by a corporation shall be executed in the corporate name, by the president or a  
18 vice president (or other corporate officer accompanied by evidence of authority to  
19 sign).  
20

21 A bid by a partnership shall be executed in the partnership name, and signed by a  
22 partner. A copy of the partnership agreement shall be submitted with the Bid Form if  
23 any UDBE requirements are to be satisfied through such an agreement.  
24

25 A bid by a joint venture shall be executed in the joint venture name and signed by a  
26 member of the joint venture. A copy of the joint venture agreement shall be  
27 submitted with the Bid Form if any UDBE requirements are to be satisfied through  
28 such an agreement.  
29

30 Add the following new section:  
31

32 **1-02.6(1) Recycled Materials Proposal**  
33 *(January 4, 2016 APWA GSP)*

*New*

34  
35 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials  
36 into the project, using the form provided in the Contract Provisions.  
37

38 **1-02.7 Bid Deposit**  
39 *(March 8, 2013 APWA GSP)*

*Supplement*

40  
41 Supplement this section with the following:  
42

43 Bid bonds shall contain the following:

- 44 1. Contracting Agency-assigned number for the project;
- 45 2. Name of the project;
- 46 3. The Contracting Agency named as obligee;

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

10  
11 If so stated in the Contract Provisions, bidder must use the bond form included in the  
12 Contract Provisions.

13  
14 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

15  
16 **1-02.9 Delivery of Proposal**

17 *(June 1, 2020 CON GSP)*

*Replacement*

18  
19 Delete this section and replace it with the following:

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

25  
26 The Contracting Agency will not open or consider any Bid Proposal that is received  
27 after the time specified in the Call for Bids for receipt of Bid Proposals, or received in  
28 a location other than that specified in the Call for Bids.

29  
30 If an emergency or unanticipated event interrupts normal work processes of the  
31 Contracting Agency so that Proposals cannot be received at the office designated for  
32 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the  
33 Proposal will be deemed to be extended to the same time of day specified in the  
34 solicitation on the first work day on which the normal work processes of the  
35 Contracting Agency resume.

36  
37  
38 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

39 *(July 23, 2015 APWA GSP)*

*Replacement*

40  
41 Delete this section, and replace it with the following:

42  
43 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may  
44 withdraw, revise, or supplement it if:

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



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

8  
9 Late revised or supplemented Bid Proposals or late withdrawal requests will be date  
10 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or  
11 faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.  
12

### 13 **1-02.13 Irregular Proposals**

14 *(October 1, 2020 APWA GSP)*

*Replacement*

15  
16 Delete this section and replace it with the following:  
17

- 18 1. A Proposal will be considered irregular and will be rejected if:
  - 19 a. The Bidder is not prequalified when so required;
  - 20 b. The authorized Proposal form furnished by the Contracting Agency is not  
21 used or is altered;
  - 22 c. The completed Proposal form contains any unauthorized additions,  
23 deletions, alternate Bids, or conditions;
  - 24 d. The Bidder adds provisions reserving the right to reject or accept the  
25 award, or enter into the Contract;
  - 26 e. A price per unit cannot be determined from the Bid Proposal;
  - 27 f. The Proposal form is not properly executed;
  - 28 g. The Bidder fails to submit or properly complete a Subcontractor list, if  
29 applicable, as required in Section 1-02.6;
  - 30 h. The Bidder fails to submit or properly complete a Disadvantaged  
31 Business Enterprise Certification, if applicable, as required in Section 1-  
32 02.6;
  - 33 i. The Bidder fails to submit written confirmation from each DBE firm listed  
34 on the Bidder's completed DBE Utilization Certification that they are in  
35 agreement with the bidder's DBE participation commitment, if applicable,  
36 as required in Section 1-02.6, or if the written confirmation that is  
37 submitted fails to meet the requirements of the Special Provisions;
  - 38 j. The Bidder fails to submit DBE Good Faith Effort documentation, if  
39 applicable, as required in Section 1-02.6, or if the documentation that is  
40 submitted fails to demonstrate that a Good Faith Effort to meet the  
41 Condition of Award was made;
  - 42 k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable,  
43 as required in Section 1-02.6, or if the documentation that is submitted  
44 fails to meet the requirements of the Special Provisions;
  - 45 l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as  
46 required in Section 1-02.6, or if the documentation that is submitted fails  
47 to meet the requirements of the Special Provisions;
  - 48 m. The Bid Proposal does not constitute a definite and unqualified offer to  
49 meet the material terms of the Bid invitation; or
  - 50 n. More than one Proposal is submitted for the same project from a Bidder  
51 under the same or different names.

- 1  
2 2. A Proposal may be considered irregular and may be rejected if:  
3 a. The Proposal does not include a unit price for every Bid item;  
4 b. Any of the unit prices are excessively unbalanced (either above or below  
5 the amount of a reasonable Bid) to the potential detriment of the  
6 Contracting Agency;  
7 c. Receipt of Addenda is not acknowledged;  
8 d. A member of a joint venture or partnership and the joint venture or  
9 partnership submit Proposals for the same project (in such an instance,  
10 both Bids may be rejected); or  
11 e. If Proposal form entries are not made in ink.  
12  
13

14 **1-02.14 Disqualification of Bidders**

15 *(May 17, 2018 APWA GSP, Option B)*

*Replacement*

16  
17 Delete this section and replace it with the following:  
18

19 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory  
20 bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet  
21 Supplemental Criteria 1-7 listed in this Section.  
22

23 The Contracting Agency will verify that the Bidder meets the mandatory bidder  
24 responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2.  
25 Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the  
26 Bidder as stated later in this Section.  
27  
28

29 **1. Delinquent State Taxes**

- 30  
31 A. Criterion: The Bidder shall not owe delinquent taxes to the Washington  
32 State Department of Revenue without a payment plan approved by the  
33 Department of Revenue.  
34  
35 B. Documentation: The Bidder, if and when required as detailed below, shall  
36 sign a statement (on a form to be provided by the Contracting Agency)  
37 that the Bidder does not owe delinquent taxes to the Washington State  
38 Department of Revenue, or if delinquent taxes are owed to the  
39 Washington State Department of Revenue, the Bidder must submit a  
40 written payment plan approved by the Department of Revenue, to the  
41 Contracting Agency by the deadline listed below.  
42

43 **2. Federal Debarment**

- 44  
45 A. Criterion: The Bidder shall not currently be debarred or suspended by the  
46 Federal government.  
47  
48 B. Documentation: The Bidder shall not be listed as having an “active  
49 exclusion” on the U.S. government’s “System for Award Management”  
50 database ([www.sam.gov](http://www.sam.gov)).  
51

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3. **Subcontractor Responsibility**

- A. **Criterion:** The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

- A. **Criterion:** The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
- Name of project
  - The owner and contact information for the owner;
  - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
  - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

- A. **Criterion:** The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

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

- A. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances. .

7. **Lawsuits**

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

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

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i)

1 financial, historical, or operational data from the Bidder; (ii) information obtained  
2 directly by the Contracting Agency from others for whom the Bidder has worked, or  
3 other public agencies or private enterprises; and (iii) any additional information  
4 obtained by the Contracting Agency which is believed to be relevant to the matter.

5  
6 If the Contracting Agency determines the Bidder does not meet the bidder  
7 responsibility criteria above and is therefore not a responsible Bidder, the  
8 Contracting Agency shall notify the Bidder in writing, with the reasons for its  
9 determination. If the Bidder disagrees with this determination, it may appeal the  
10 determination within two (2) business days of the Contracting Agency's  
11 determination by presenting its appeal and any additional information to the  
12 Contracting Agency. The Contracting Agency will consider the appeal and any  
13 additional information before issuing its final determination. If the final  
14 determination affirms that the Bidder is not responsible, the Contracting Agency will  
15 not execute a contract with any other Bidder until at least two business days after  
16 the Bidder determined to be not responsible has received the Contracting Agency's  
17 final determination.

18  
19 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid:  
20 Bidders with concerns about the relevancy or restrictiveness of the Supplemental  
21 Bidder Responsibility Criteria may make or submit requests to the Contracting  
22 Agency to modify the criteria. Such requests shall be in writing, describe the  
23 nature of the concerns, and propose specific modifications to the criteria. Bidders  
24 shall submit such requests to the Contracting Agency no later than five (5)  
25 business days prior to the bid submittal deadline and address the request to the  
26 Project Engineer or such other person designated by the Contracting Agency in the  
27 Bid Documents.

28  
29 **1-02.15 Pre Award Information**

30 *(August 14, 2013 APWA GSP)*

*Modification*

31  
32 Revise this section to read:

33  
34 Before awarding any contract, the Contracting Agency may require one or more of  
35 these items or actions of the apparent lowest responsible bidder:

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

1  
2 **SECTION 1-03, AWARD AND EXECUTION OF CONTRACT**  
3

4 **1-03.1 Consideration of Bids**

5 *(January 23, 2006 APWA GSP)*

*Modification*

6  
7 Revise the first paragraph to read:

8  
9 After opening and reading proposals, the Contracting Agency will check them for  
10 correctness of extensions of the prices per unit and the total price. If a discrepancy  
11 exists between the price per unit and the extended amount of any bid item, the price  
12 per unit will control. If a minimum bid amount has been established for any item and  
13 the bidder's unit or lump sum price is less than the minimum specified amount, the  
14 Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum  
15 specified amount and recalculate the extension. The total of extensions, corrected  
16 where necessary, including sales taxes where applicable and such additives and/or  
17 alternates as selected by the Contracting Agency, will be used by the Contracting  
18 Agency for award purposes and to fix the Awarded Contract Price amount and the  
19 amount of the contract bond.

20  
21 **1-03.3 Execution of Contract**

22 *(January 19, 2022 APWA GSP)*

*Modification*

23  
24 Revise this section to read:

25  
26 Within 3 calendar days of Award date (not including Saturdays, Sundays and  
27 Holidays), the successful Bidder shall provide the information necessary to execute  
28 the Contract to the Contracting Agency. The Bidder shall send the contact information,  
29 including the full name, email address, and phone number, for the authorized signer  
30 and bonding agent to the Contracting Agency.

31  
32 Copies of the Contract Provisions, including the unsigned Form of Contract, will be  
33 available for signature by the successful bidder on the first business day following  
34 award. The number of copies to be executed by the Contractor will be determined by  
35 the Contracting Agency.

36  
37 Within 10 calendar days after the award date, the successful bidder shall return the  
38 signed Contracting Agency-prepared contract, an insurance certification as required  
39 by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4,  
40 the Transfer of Coverage form for the Construction Stormwater General Permit with  
41 sections I, III, and VIII completed when provided. Before execution of the contract by  
42 the Contracting Agency, the successful bidder shall provide any pre-award information  
43 the Contracting Agency may require under Section 1-02.15.

44  
45 Until the Contracting Agency executes a contract, no proposal shall bind the  
46 Contracting Agency nor shall any work begin within the project limits or within  
47 Contracting Agency-furnished sites. The Contractor shall bear all risks for any work  
48 begun outside such areas and for any materials ordered before the contract is  
49 executed by the Contracting Agency.  
50

1 If the bidder experiences circumstances beyond their control that prevents return of  
2 the contract documents within the calendar days after the award date stated above,  
3 the Contracting Agency may grant up to a maximum of 10 additional calendar days for  
4 return of the documents, provided the Contracting Agency deems the circumstances  
5 warrant it.  
6

7 **1-03.4 Contract Bond**

8 *(February 1, 2017 CON GSP)*

*Replacement*

9  
10 Delete the first paragraph and replace it with the following:

11  
12 The successful bidder shall provide executed payment and performance bonds each  
13 for the full contract amount. Each bond shall:

- 14 1. Be on Contracting Agency-furnished form(s);
- 15 2. Be signed by an approved surety (or sureties) that:
  - 16 a. Is registered with the Washington State Insurance Commissioner, and
  - 17 b. Appears on the current Authorized Insurance List in the State of
  - 18 Washington published by the Office of the Insurance Commissioner,
  - 19
- 20 3. Guarantee that the Contractor will perform and comply with all obligations,  
21 duties, and conditions under the Contract, including but not limited to the duty  
22 and obligation to indemnify, defend, and protect the Contracting Agency  
23 against all losses and claims related directly or indirectly from any failure:
  - 24 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
  - 25 subcontractors of the Contractor) to faithfully perform and comply with all
  - 26 contract obligations, conditions, and duties, or
  - 27 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
  - 28 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
  - 29 subcontractors, material person, or any other person who provides supplies
  - 30 or provisions for carrying out the work;
- 31 4. Be conditioned upon the payment of taxes, increases, and penalties incurred  
32 on the project under titles 50, 51, and 82 RCW; and
- 33 5. Be accompanied by a power of attorney for the Surety's officer empowered to  
34 sign the bond; and
- 35 6. Be signed by an officer of the Contractor empowered to sign official statements  
36 (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must  
37 be signed by the president or vice president, unless accompanied by written  
38 proof of the authority of the individual signing the bond(s) to bind the  
39 corporation (i.e., corporate resolution, power of attorney, or a letter to such  
40 effect signed by the president or vice president).

41  
42 **1-03.7 Judicial Review**

43 *(November 30, 2018 APWA GSP)*

*Modification*

44  
45 Revise this section to read:  
46

1 Any decision made by the Contracting Agency regarding the Award and execution of  
2 the Contract or Bid rejection shall be conclusive subject to the scope of judicial  
3 review permitted under Washington Law. Such review, if any, shall be timely filed in  
4 the Superior Court of the county where the Contracting Agency headquarters is  
5 located, provided that where an action is asserted against a county, RCW 36.01.050  
6 shall control venue and jurisdiction.  
7

8  
9 **SECTION 1-04, SCOPE OF WORK**

10  
11 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**  
12 **Specifications, and Addenda**

13 *(December 10, 2020 APWA GSP)*

*Modification*

14  
15 Revise the second paragraph to read:

16  
17 Any inconsistency in the parts of the contract shall be resolved by following this order  
18 of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

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

26  
27 **1-04.4(1) Minor Changes**

28 *(May 30, 2019 APWA GSP)*

*Replacement*

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

31  
32 Payments or credits for changes amounting to \$10,000 or less may be made under  
33 the Bid item "Minor Change". At the discretion of the Contracting Agency, this  
34 procedure for Minor Changes may be used in lieu of the more formal procedure as  
35 outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope  
36 of the Contract Work and will not change Contract Time.  
37

38  
39 **1-04.6 Variation in Estimated Quantities**

40 *(July 23, 2015 APWA GSP, Option B)*

*Modification*

41  
42 Revise the first paragraph to read:

43  
44 Payment to the Contractor will be made only for the actual quantities of Work  
45 performed and accepted in conformance with the Contract. When the accepted  
46 quantity of Work performed under a unit item varies from the original Proposal quantity,  
47 payment will be at the unit Contract price for all Work unless the total accepted quantity  
48 of any Contract item, adjusted to exclude added or deleted amounts included in  
49 change orders accepted by both parties, increases or decreases by more than 25  
50 percent from the original Proposal quantity, and if the total extended bid price for that



1 item at time of award is equal to or greater than 10 percent of the total contract price  
2 at time of award. In that case, payment for contract work may be adjusted as described  
3 herein:  
4

5  
6 **SECTION 1-05, CONTROL OF WORK**  
7

8 **1-05.4 Conformity With and Deviations From Plans and Stakes**  
9

10 **1-05.4(1) Construction Surveying – Roadway**

11 *(February 1, 2017 CON GSP)*

*New*

12  
13 New Section:

14  
15 Copies of the Contracting Agency provided primary survey control data are available  
16 for the bidder's inspection at the office of the Project Engineer.  
17

18 The Contractor shall be responsible for setting, maintaining, and resetting all alignment  
19 stakes, slope stakes, and grades necessary for the construction of the roadbed,  
20 drainage, surfacing, paving, channelization and pavement marking, illumination and  
21 signals, guardrails and barriers, and signing. Except for the survey control data to be  
22 furnished by the Contracting Agency, calculations, surveying, and measuring required  
23 for setting and maintaining the necessary lines and grades shall be the Contractor's  
24 responsibility.  
25

26 The Contractor shall inform the Engineer when monuments are discovered that were  
27 not identified in the Plans and construction activity may disturb or damage the  
28 monuments. All monuments noted on the plans "DO NOT DISTURB" shall be  
29 protected throughout the length of the project or be replaced at the Contractor's  
30 expense.  
31

32 Detailed survey records shall be maintained, including a description of the work  
33 performed on each shift, the methods utilized, and the control points used. The record  
34 shall be adequate to allow the survey to be reproduced. A copy of each day's record  
35 shall be provided to the Engineer within three working days after the end of the shift.  
36

37 The meaning of words and terms used in this provision shall be as listed in "Definitions  
38 of Surveying and Associated Terms" current edition, published by the American  
39 Congress on Surveying and Mapping and the American Society of Civil Engineers.  
40

41 The survey work shall include but not be limited to the following:  
42

- 43 1. Verify the primary horizontal and vertical control furnished by the Contracting  
44 Agency, and expand into secondary control by adding stakes and hubs as well  
45 as additional survey control needed for the project. Provide descriptions of  
46 secondary control to the Contracting Agency. The description shall include  
47 coordinates and elevations of all secondary control points.  
48
- 49 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks  
50 on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs)  
51 and at points on the alignments spaced no further than 50 feet.



1 and descriptions of two additional primary control points for every additional three  
 2 miles of project length. Primary control points will be described by reference to the  
 3 project alignment and the coordinate system and elevation datum utilized by the  
 4 project. In addition, the Contracting Agency will supply horizontal coordinates for the  
 5 beginning and ending points and for each Point of Intersection (PI) on each alignment  
 6 included in the project.

7  
 8 The Contractor shall ensure a surveying accuracy within the following tolerances:  
 9

	<b>Vertical</b>	<b>Horizontal</b>
Slope Stakes	±0.1 foot	±0.10 foot
Subgrade grade stakes set 0.04 feet below grade	±0.01 foot	±0.5 foot (parallel to alignment) ±0.1 foot (normal to alignment)
Stationing on roadway	N/A	±0.1 foot
Alignment on roadway	N/A	±0.04 foot
Surfacing grade stakes	±0.01 foot	±0.5 foot (parallel to alignment) ±0.1 foot (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 foot	±0.2 foot (parallel to alignment) ±0.1 foot (normal to alignment)
Roadway Paving Pins for Surfacing or Paving	±0.01 foot	±0.1 foot (parallel to alignment) ±0.05 foot (normal to alignment)
Alignment of sanitary sewer and storm sewer structures	±0.01 foot	±0.1 foot
Walls	±0.01 foot	±0.04 foot
Curb and Gutter	±0.01 foot	±0.01 foot

10  
 11 The Contracting Agency may spot-check the Contractor's surveying. These spot  
 12 checks will not change the requirements for normal checking by the Contractor.  
 13

14 When staking roadway alignment and stationing, the Contractor shall perform  
 15 independent checks from different secondary control to ensure that the points staked  
 16 are within the specified survey accuracy tolerances.  
 17

18 The Contractor shall calculate coordinates for the alignment. The Contracting Agency  
 19 will verify these coordinates prior to issuing approval to the Contractor for commencing  
 20 with the work. The Contracting Agency will require up to seven calendar days from the  
 21 date the data is received.  
 22

1 Contract work to be performed using contractor-provided stakes shall not begin until  
2 the stakes are approved by the Contracting Agency. Such approval shall not relieve  
3 the Contractor of responsibility for the accuracy of the stakes.

4  
5 Stakes shall be marked in accordance with WSDOT Standard Plan A10.10. When  
6 stakes are needed that are not described in the Plans, then those stakes shall be  
7 marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

8  
9 **1-05.4(2) Payment**

10 *(February 1, 2017 CON GSP)*

*New*

11  
12 New Section:

13  
14 Payment will be made in accordance with section 1-04.1 of the Standard Specifications  
15 for the following bid item when included in the bid proposal.

16  
17 "Construction Surveying", lump sum.

18 The lump sum contract price for "Construction Surveying" shall be full pay for all labor,  
19 equipment, materials, and supervision utilized to perform the work specified, including  
20 any resurveying, checking, correction of errors, replacement of missing or damaged  
21 stakes, and coordination efforts. 25 percent of the total cost in the bid item for  
22 "Construction Surveying" will be applied to the Record Drawings and will be paid upon  
23 submittal and acceptance of the Record Drawings.

24  
25 **1-05.7 Removal of Defective and Unauthorized Work**

26 *(October 1, 2005 APWA GSP)*

*Supplement*

27  
28 Supplement this section with the following:

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

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

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

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

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

8  
9 **1-05.11 Final Inspection**

10  
11 Delete this Section and replace it with the following:

12  
13 **1-05.11 Final Inspections and Operational Testing**  
14 *(October 1, 2005 APWA GSP)*

*Replacement*

15  
16 **1-05.11(1) Substantial Completion Date**

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

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

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

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

43  
44 **1-05.11(2) Final Inspection and Physical Completion Date**

45  
46 When the Contractor considers the work physically complete and ready for final  
47 inspection, the Contractor by written notice, shall request the Engineer to schedule a  
48 final inspection. The Engineer will set a date for final inspection. The Engineer and  
49 the Contractor will then make a final inspection and the Engineer will notify the  
50 Contractor in writing of all particulars in which the final inspection reveals the work  
51 incomplete or unacceptable. The Contractor shall immediately take such corrective

1 measures as are necessary to remedy the listed deficiencies. Corrective work shall  
2 be pursued vigorously, diligently, and without interruption until physical completion of  
3 the listed deficiencies. This process will continue until the Engineer is satisfied the  
4 listed deficiencies have been corrected.

5  
6 If action to correct the listed deficiencies is not initiated within 7 days after receipt of  
7 the written notice listing the deficiencies, the Engineer may, upon written notice to  
8 the Contractor, take whatever steps are necessary to correct those deficiencies  
9 pursuant to Section 1-05.7.

10  
11 The Contractor will not be allowed an extension of contract time because of a delay  
12 in the performance of the work attributable to the exercise of the Engineer's right  
13 hereunder.

14  
15 Upon correction of all deficiencies, the Engineer will notify the Contractor and the  
16 Contracting Agency, in writing, of the date upon which the work was considered  
17 physically complete. That date shall constitute the Physical Completion Date of the  
18 contract, but shall not imply acceptance of the work or that all the obligations of the  
19 Contractor under the contract have been fulfilled.

### 20 21 **1-05.11(3) Operational Testing**

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

39  
40 The costs for power, gas, labor, material, supplies, and everything else needed to  
41 successfully complete operational testing, shall be included in the unit contract prices  
42 related to the system being tested, unless specifically set forth otherwise in the  
43 proposal.

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

### 46 47 **1-05.12 Final Acceptance**

48  
49 Add the following new section:

#### 50 51 **1-05.12(1) One-Year Guarantee Period**

1 (March 8, 2013 APWA GSP)

New

2  
3 The Contractor shall return to the project and repair or replace all defects in  
4 workmanship and material discovered within one year after Final Acceptance of the  
5 Work. The Contractor shall start work to remedy any such defects within 7 calendar  
6 days of receiving Contracting Agency's written notice of a defect, and shall complete  
7 such work within the time stated in the Contracting Agency's notice. In case of an  
8 emergency, where damage may result from delay or where loss of services may result,  
9 such corrections may be made by the Contracting Agency's own forces or another  
10 contractor, in which case the cost of corrections shall be paid by the Contractor. In  
11 the event the Contractor does not accomplish corrections within the time specified, the  
12 work will be otherwise accomplished and the cost of same shall be paid by the  
13 Contractor.

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

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

20  
21 **1-05.13 Superintendents, Labor and Equipment of Contractor**

22 (August 14, 2013 APWA GSP)

Modification

23  
24 Delete the sixth and seventh paragraphs of this section.

25  
26 **1-05.14 Cooperation With Other Contractors**

27 (March 13, 1995 WSDOT GSP)

Supplement

28  
29 Supplement this Section with the following:

30  
31 **Other Contracts or Other Work**

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

35  
36 (none)

37  
38 **1-05.15 Method of Serving Notices**

39 (March 25, 2009 APWA GSP)

Modification

40  
41 Revise the second paragraph to read:

42  
43 All correspondence from the Contractor shall be directed to the Project Engineer. All  
44 correspondence from the Contractor constituting any notification, notice of protest,  
45 notice of dispute, or other correspondence constituting notification required to be  
46 furnished under the Contract, must be in paper format, hand delivered or sent via mail  
47 delivery service to the Project Engineer's office. Electronic copies such as e-mails or  
48 electronically delivered copies of correspondence will not constitute such notice and  
49 will not comply with the requirements of the Contract.

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

New

3  
4 Add the following new section:

5  
6 The Contractor shall make necessary arrangements, and shall bear the costs for  
7 power and water necessary for the performance of the work, unless the Contract  
8 includes power and water as a pay item.

9  
10 **1-05.18 Record Drawings**  
11 (February 1, 2017 CON GSP)

New

12  
13 Add the following new section:

14  
15 The Contractor shall maintain one set of full size plans for Record Drawings, updated  
16 with clear and accurate red-lined field revisions on a daily basis, and within 2 business  
17 days after receipt of information that a change in Work has occurred. The Contractor  
18 shall not conceal any work until the required information is recorded.

19  
20 This Record Drawing set shall be used for this purpose alone, shall be kept separate  
21 from other Plan sheets, and shall be clearly marked as Record Drawings. These  
22 Record Drawings shall be kept on site at the Contractor's field office, and shall be  
23 available for review by the Contracting Agency at all times. The Contractor shall bring  
24 the Record Drawings to each progress meeting for review.

25  
26 The preparation and upkeep of the Record Drawings is to be the assigned  
27 responsibility of a single, experienced, and qualified individual. The quality of the  
28 Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate  
29 to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract  
30 Drawings to produce a complete set of Record Drawings for the Contracting Agency  
31 without further investigative effort by the Contracting Agency.

32  
33 The Record Drawing markups shall document all changes in the Work, both concealed  
34 and visible. Items that must be shown on the markups include but are not limited to:

- 35
- 36 • Actual dimensions, arrangement, and materials used when different than shown
  - 37 in the Plans.
  - 38 • Changes made by Change Order or Field Order.
  - 39 • Changes made by the Contractor.
  - 40 • Accurate locations of storm sewer, sanitary sewer, water mains and other water
  - 41 appurtenances, structures, conduits, light standards, vaults, width of roadways,
  - 42 sidewalks, landscaping areas, building footprints, channelization and pavement
  - 43 markings, etc. Include pipe invert elevations, top of castings (manholes, inlets,
  - 44 etc.).

45  
46 If the Contract calls for the Contracting Agency to do all surveying and staking, the  
47 Contracting Agency will provide the elevations at the tolerances the Contracting  
48 Agency requires for the Record Drawings.



1 When the Contract calls for the Contractor to do the surveying/staking, the applicable  
 2 tolerance limits include, but are not limited to the following:  
 3

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

4  
 5 Making Entries on the Record Drawings:  
 6

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

20  
 21 The Contractor shall certify on the Record Drawings that said drawings are an accurate  
 22 depiction of built conditions, and in conformance with the requirements detailed above.  
 23 The Contractor shall submit final Record Drawings to the Contracting Agency.  
 24 Contracting Agency acceptance of the Record Drawings is one of the requirements for  
 25 achieving Physical Completion.

26  
 27 Payment for work identified in this section will be made in accordance with Section 1-  
 28 05.4(2).  
 29

30 **SECTION 1-06, CONTROL OF MATERIALS**

31  
 32 **1-06.1 Approval of Materials Prior to Use**  
 33 (February 1, 2017 CON GSP)

*Supplement*

34  
 35 This Section is supplemented with the following:  
 36

37 The Contractor shall be responsible for the accuracy and completeness of the  
 38 information contained in each QPL and RAM submittal and shall ensure that all

1 material, equipment or method of work shall be as described in the QPL and  
2 approved RAM. The Contractor shall verify that all features of all products conform to  
3 the requirements of the Contract and Plans. The Contractor shall ensure that there is  
4 no conflict with other submittals and specifically notify the Contracting Agency in each  
5 case where the Contractor's submittal may affect the work of another contractor or the  
6 Contracting Agency. The Contractor shall ensure coordination of submittals among  
7 the related crafts and subcontractors. If the Contractor proposes to provide material,  
8 equipment, or a method of work, which deviates from the Contract, the Contractor  
9 shall indicate so on the transmittal form accompanying the QPL and/or RAM  
10 submittals and submit a written request to the Engineer for approval of the proposed  
11 substitution.

12  
13 Submittals required for the Work shall include any or all of the following, as required  
14 by the Contract:

- 15  
16 a. Manufacturer's literature  
17 b. Shop drawings  
18 c. Material samples  
19 d. Test reports  
20

#### 21 **Timing of Product Submittals**

22 All submittal information shall be sent to the Engineer through the Contractor.  
23

24 All submittals shall be provided far enough in advance of installation to allow sufficient  
25 time for reviews and necessary approvals.  
26

27 The Contractor shall allow at least 14 calendar days for the Engineer's review of all  
28 submittals.  
29

#### 30 **Number of Submittals**

31 The Contractor shall submit four (min.) copies of each QPL and RAM submittal. One  
32 (min.) copy will be returned to the Contractor and three (min.) will be retained by the  
33 Contracting Agency and Engineer. In lieu of submitting paper copies the Contractor  
34 may submit QPLs and RAMs electronically.  
35

#### 36 **Resubmittals**

37 When a submittal is resubmitted for any reason, it shall be resubmitted referencing the  
38 previous RAM # and the number of times it has been resubmitted (RAM # - times  
39 resubmitted).  
40

#### 41 **Delays**

42 All costs of delays caused by the failure of the Contractor to provide submittals in a  
43 timely manner will be borne by the Contractor.  
44

#### 45 **Payment**

46 The cost to prepare and submit submittals, equipment manuals, testing, and materials  
47 samples shall be included in the bid prices for various items associated with the  
48 required submittals.  
49

1 **1-06.1(2) Request for Approval of Material (RAM)**  
2 (February 1, 2017 CON GSP)

Supplement

3  
4 This Section is supplemented with the following:

5  
6 **Submittal Information**

7 Shop, catalog, and other appropriate drawings shall be submitted to the Engineer for  
8 review prior to fabrication or ordering of all equipment or materials specified. Submittal  
9 documents shall be clearly edited to indicate only those items, models, or series of  
10 materials or equipment which are being submitted for review. All extraneous materials  
11 shall be crossed out or otherwise obliterated.

12  
13 Shop drawings shall be submitted in the form of blue-line or black-line prints of each  
14 sheet. Blueprint submittals will not be acceptable.

15  
16 All shop drawings shall be accurately drawn to a scale sufficiently large enough to  
17 show pertinent features and methods of connection or jointing. Figure dimensions  
18 shall be used on all shop drawings, as opposed to scaled dimensions.

19  
20 All shop drawings shall bear the Contractor's certification that the Contractor has  
21 reviewed, checked, and approved the shop drawings.

22  
23 **1-06.2(1) Samples and Test for Acceptance**  
24 (February 1, 2017 CON GSP)

Supplement

25  
26 This Section is supplemented with the following:

27  
28 The Contractor shall be responsible for all materials testing specified in the Contract  
29 Provisions. The materials testing laboratory shall be accredited for performing the  
30 various testing methods either by AASHTO R18, AASHTO 150/IEC 17025, or the  
31 American Association for Laboratory Accreditation and further approved by the  
32 Contracting Agency. Test methods shall be completed in accordance with the current  
33 WSDOT Standard Specifications and Construction Manual. The Engineer or the  
34 Inspector shall specify the items or areas to be tested. The materials testing laboratory  
35 shall send test results directly to the Contracting Agency. Any area that does not meet  
36 the material gradation and/or compaction test requirements shall be repaired/replaced  
37 at the Contractor's expense. Areas that do not meet compaction test requirements  
38 shall be retested at the Contractor's expense. Locations for testing and retesting shall  
39 be selected and marked by the Engineer.

40  
41 The maximum density and optimum moisture content methods shall be in accordance  
42 with the Contract Provisions. The frequency and type of testing the Contractor shall  
43 provide is listed below:

44  
45 **Earthwork**

46

Item	Test	Testing Frequency
Subgrades	In Place Density <sup>(3)</sup>	One test per lift per 2,500 sq. ft.

	Moisture Density Relationship (Modified Proctor)	One test and any time material type changes.
Embankments or Borrows	In Place Density <sup>(3)</sup>	One test per lift per 500 cubic yards placed

1  
2  
3

### Aggregate Materials

Item	Test	Testing Frequency
Crushed Surfacing Top Course	Gradation, SE and Fracture	One per each material source.
	Density <sup>(1)</sup>	One test on every lift on material placed at a frequency of 250 square yards of completed area.
	Moisture Density Relationship (Modified Proctor)	One test and any time material type changes.
Gravel Backfill for Walls	Gradation and SE	One for each material source
	Density	One for every 100 feet of wall and every 2 feet in depth of material.

4  
5  
6

### Hot Mix Asphalt

Item	Test	Testing Frequency
HMA	Rice Density, Gradation and	1 – 800 TN. <sup>(4)</sup>
	Compaction <sup>(1)</sup>	1 – 80 TN.

8  
9  
10

### Hot Mix Asphalt Aggregate

Item	Test	Testing Frequency
Aggregate	SE, Fracture Uncompacted Void Content of Fine	1 – 1,600 TN.
Blend Sand	SE	1 - Project
Mineral Filler	Sp. G and PI	Certificate

12  
13  
14  
15  
16  
17  
18

- (1) All acceptance tests shall be conducted from in-place samples.
- (2) Additional tests shall be conducted when variations occur due to the Contractor's operations, weather conditions, site conditions, etc.
- (3) All compaction shall be in accordance with the Compaction Control Test of Section 2-03.3(14)D. The nuclear densometer, if properly calibrated, may

1 be used for the required testing frequency and procedures. The densometer  
2 shall be calibrated and is recommended for use when the time for complete  
3 results becomes critical.

4 (4) A minimum of three samples, on a random basis, shall be taken and  
5 tested.  
6

7 **Payment**

8 All costs to prepare and implement the sample and testing program shall be included  
9 in the bid prices for the various items associated with the sample and testing program.  
10

11 **1-06.1(4) Fabrication Inspection Expense**

12 *(June 27, 2011 APWA GSP)*

*Deletion*

13  
14 Delete this section in its entirety.  
15

16 **1-06.6 Recycled Materials**

17 *(January 4, 2016 APWA GSP)*

*Deletion*

18  
19 Delete this section, including its subsections, and replace it with the following:  
20

21 The Contractor shall make their best effort to utilize recycled materials in the  
22 construction of the project. Approval of such material use shall be as detailed  
23 elsewhere in the Standard Specifications.  
24

25 Prior to Physical Completion the Contractor shall report the quantity of recycled  
26 materials that were utilized in the construction of the project for each of the items listed  
27 in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete  
28 aggregate, recycled glass, steel furnace slag and other recycled materials (e.g.  
29 utilization of on-site material and aggregates from concrete returned to the supplier).  
30 The Contractor's report shall be provided on DOT form 350-075 Recycled Materials  
31 Reporting.  
32  
33

34 **SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**  
35

36 **1-07.1 Laws to be Observed**

37 *(October 1, 2005 APWA GSP)*

*Supplement*

38  
39 This Section is supplemented with the following:  
40

41 In cases of conflict between different safety regulations, the more stringent regulation shall  
42 apply.  
43

44 The Washington State Department of Labor and Industries shall be the sole and  
45 paramount administrative agency responsible for the administration of the provisions of  
46 the Washington Industrial Safety and Health Act of 1973 (WISHA).  
47

48 The Contractor shall maintain at the project site office, or other well-known place at the  
49 project site, all articles necessary for providing first aid to the injured. The Contractor shall  
50 establish, publish, and make known to all employees, procedures for ensuring immediate  
51 removal to a hospital, or doctor's care, persons, including employees, who may have been

1 injured on the project site. Employees should not be permitted to work on the project site  
2 before the Contractor has established and made known procedures for removal of injured  
3 persons to a hospital or a doctor's care.  
4

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

15 **1-07.2 State Taxes**

16 Delete this section, including its sub-sections, in its entirety and replace it with the  
17 following:  
18

19 **1-07.2 State Sales Tax**  
20 *(June 27, 2011 APWA GSP)*

*Replacement*

21  
22 The Washington State Department of Revenue has issued special rules on the State  
23 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The  
24 Contractor should contact the Washington State Department of Revenue for answers  
25 to questions in this area. The Contracting Agency will not adjust its payment if the  
26 Contractor bases a bid on a misunderstood tax liability.  
27

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

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

40 **1-07.2(1) State Sales Tax — Rule 171**

41  
42 WAC 458-20-171, and its related rules, apply to building, repairing, or improving  
43 streets, roads, etc., which are owned by a municipal corporation, or political  
44 subdivision of the state, or by the United States, and which are used primarily for foot  
45 or vehicular traffic. This includes storm or combined sewer systems within and  
46 included as a part of the street or road drainage system and power lines when such  
47 are part of the roadway lighting system. For work performed in such cases, the  
48 Contractor shall include Washington State Retail Sales Taxes in the various unit bid  
49 item prices, or other contract amounts, including those that the Contractor pays on the  
50 purchase of the materials, equipment, or supplies used or consumed in doing the work.  
51

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

2  
3 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new  
4 or existing buildings, or other structures, upon real property. This includes, but is not  
5 limited to, the construction of streets, roads, highways, etc., owned by the state of  
6 Washington; water mains and their appurtenances; sanitary sewers and sewage  
7 disposal systems unless such sewers and disposal systems are within, and a part of,  
8 a street or road drainage system; telephone, telegraph, electrical power distribution  
9 lines, or other conduits or lines in or above streets or roads, unless such power lines  
10 become a part of a street or road lighting system; and installing or attaching of any  
11 article of tangible personal property in or to real property, whether or not such personal  
12 property becomes a part of the realty by virtue of installation.

13  
14 For work performed in such cases, the Contractor shall collect from the Contracting  
15 Agency, retail sales tax on the full contract price. The Contracting Agency will  
16 automatically add this sales tax to each payment to the Contractor. For this reason,  
17 the Contractor shall not include the retail sales tax in the unit bid item prices, or in any  
18 other contract amount subject to Rule 170, with the following exception.

19  
20 Exception: The Contracting Agency will not add in sales tax for a payment the  
21 Contractor or a subcontractor makes on the purchase or rental of tools, machinery,  
22 equipment, or consumable supplies not integrated into the project. Such sales taxes  
23 shall be included in the unit bid item prices or in any other contract amount.

24  
25 **1-07.2(3) Services**

26  
27 The Contractor shall not collect retail sales tax from the Contracting Agency on any  
28 contract wholly for professional or other services (as defined in Washington State  
29 Department of Revenue Rules 138 and 244).

30  
31 **1-07.6 Permits and Licenses**

32 *(February 1, 2017 CON GSP)*

*Supplement*

33  
34 Supplement this Section with the following:

35  
36 The Contracting Agency has obtained the following permits for this Project

- 37  
38
  - **\*\*\*None\*\*\***

39  
40 All other permits, licenses, inspections, etc., which may be required, shall be obtained  
41 and paid for by the Contractor. The Contractor shall ensure that all necessary permits  
42 are obtained, and is responsible for reviewing all permits to become familiar with the  
43 requirements.

44  
45 The Contractor and all subcontractors of any tier must obtain a City of Newcastle  
46 Business License (Contractor).

47  
48 Other permits and licenses that the Contractor must obtain and comply with, as  
49 applicable, include, but are not limited to:

- 50  
51
  - **\*\*\*None\*\*\***

1  
2 The Contractor is cautioned to review all permits and other Contract Documents, and  
3 schedule the work activities appropriately to complete the work within the number of  
4 days stated in the Special Provisions. No additional compensation or extensions to  
5 time will be granted to the Contractor due to the time constraints imposed by such  
6 documents. The Contractor shall assume all responsibility for meeting all  
7 requirements of all permits.

8  
9 Any fines or penalties incurred by Contracting Agency for not meeting state water  
10 quality standards and/or lack of stormwater pollution prevention on this Project shall  
11 be deducted from monies otherwise due to Contractor. Any fines assessed directly to  
12 Contractor shall be paid directly to the fining authority, at the Contractor's own cost.

13  
14 **1-07.9(5) Required Documents**

15 *(January 3, 2020 APWA GSP)*

*Replacement*

16  
17 Delete this section and replace it with the following:  
18

19 **General**

20 All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and  
21 Certified Payrolls, including a signed Statement of Compliance for Federal-aid  
22 projects, shall be submitted to the Engineer and the State L&I online Prevailing Wage  
23 Intent & Affidavit (PWIA) system.  
24

25 **Intents and Affidavits**

26 On forms provided by the Industrial Statistician of State L&I, the Contractor shall  
27 submit to the Engineer the following for themselves and for each firm covered under  
28 RCW 39.12 that will or has provided Work and materials for the Contract:  
29

- 30 1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form  
31 number F700-029-000. The Contracting Agency will make no payment under  
32 this Contract until this statement has been approved by State L&I and  
33 reviewed by the Engineer.  
34
- 35 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number  
36 F700-007-000. The Contracting Agency will not grant Completion until all  
37 approved Affidavit of Wages paid for the Contractor and all Subcontractors  
38 have been received by the Engineer. The Contracting Agency will not release  
39 to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of  
40 Prevailing Wages Paid" forms have been approved by State L&I and all of the  
41 approved forms have been submitted to the Engineer for every firm that  
42 worked on the Contract.  
43

44 The Contractor is responsible for requesting these forms from State L&I and for paying  
45 any fees required by State L&I.  
46

47 **Certified Payrolls**

48 Certified payrolls are required to be submitted by the Contractor for themselves, all  
49 Subcontractors and all lower tier subcontractors. The payrolls shall be submitted  
50 weekly on all Federal-aid projects and no less than monthly on State funded projects.



1  
2 **Penalties for Noncompliance**

3 The Contractor is advised, if these payrolls are not supplied within the prescribed  
4 deadlines, any or all payments may be withheld until compliance is achieved. In  
5 addition, failure to provide these payrolls may result in other sanctions as provided by  
6 State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).  
7

8  
9 **1-07.16 Protection and Restoration of Property**

10  
11 **1-07.16(1) Private/Public Property**

12 *(February 1, 2017 CON GSP)*

*Supplement*

13  
14 Supplement this Section with the following:

15  
16 The Contractor's work shall be confined to the Contracting Agency's premises,  
17 including easements, rights of entry and construction permit limits. The Contractor  
18 shall not enter upon or place materials on other property except by written consent of  
19 the individual owners and shall hold Owner harmless from all suits and actions of every  
20 kind and description that might result from the Contractor's use of property. The  
21 Contractor shall furnish, to the Owner, the written consent from the property owner(s)  
22 to use the property and a written release from the property owner(s) upon vacation of  
23 said property.  
24

25 Contractor shall provide and maintain access to and from the Right of Way.

26  
27 Contractor shall comply with all conditions of the project easements. Easement  
28 documents are located in the Appendices. Contractor shall indemnify Owner from  
29 claims on all easements and rights of entry. All other access rights outside the limits  
30 identified on the plans, will be the Contractor's responsibility to negotiate and obtain at  
31 the Contractor's expense.  
32

33 Contractor shall restore all property within the temporary easements or rights of entry  
34 to its original condition or as indicated in the plans and specifications.  
35

36 Only equipment with rubber tires or smooth tracks will be allowed on the finished roads  
37 or road surfaces which are not to be reconstructed as a part of this project. Tracks with  
38 cleats or other devices which damage the road surfacing will not be allowed. All  
39 outriggers shall be equipped with street pads.  
40

41 Any additional costs due to delays or restrictions due to the construction within the  
42 Right-of-Way and furnishing access to adjacent property owners shall be considered  
43 incidental to the project, and shall also be merged in the respective unit and lump sum  
44 prices Bid.  
45

46 **1-07.16(1)A Garbage Service**

47 *(February 1, 2017 CON GSP)*

*New*

48  
49 Add the following new section:  
50

1 The Contractor shall be responsible for and coordinating with the respective  
2 agency for garbage pick-up. Services shall not be interrupted. If necessary,  
3 Contractor shall be responsible for moving private garbage cans to and from any  
4 temporary pick up location. Below is contact information for garbage service:  
5

Waste Management <a href="http://wmnorthwest.com/newcastle/index.html">http://wmnorthwest.com/newcastle/index.html</a> (800) 592-9995
---

6  
7 **1-07.17 Utilities and Similar Facilities**

8 *(February 1, 2017 CON GSP)*

*New*

9  
10 Supplement this section with the following:

11  
12 Unless otherwise noted on the Plans, locations and dimensions shown in the Plans  
13 are for existing facilities in accordance with available information obtained without  
14 uncovering, measuring, or other verification. Other aboveground or underground  
15 facilities not shown on the Plans may be encountered during the course of the work.

16  
17 The Contractor is warned that there may be utilities on the project that are not part of  
18 the One Number Locator Service system, this includes the City of Shoreline. The City  
19 of Shoreline maintains storm sewers within the City limits. The Contractor must  
20 contact utilities that are not part of the One Call system for locations.

21  
22 The Contractor shall attend a mandatory utility preconstruction meeting with the  
23 Engineer, all affected subcontractors, and all utility owners and their Contractors prior  
24 to beginning onsite Work.

25  
26 The following utility companies known to have facilities within the project limits or will  
27 be adjusting, relocating, replacing or constructing utilities within the project limits are  
28 supplied for the Contractor's use:

29  
30 Puget Sound Energy (Electric & Gas)  
31 Justin McConachie  
32 [Justin.McConachie@pse.com](mailto:Justin.McConachie@pse.com)  
33 (206) 517-3432

34  
35 Comcast (Telecommunications)  
36 Jim Cohn  
37 [James\\_Cohn@cable.comcast.com](mailto:James_Cohn@cable.comcast.com)  
38 (253) 569-0636

39  
40 Century Link (Telecommunications)  
41 Jesse Patjens  
42 [Jesse.Patjens@CenturyLink.com](mailto:Jesse.Patjens@CenturyLink.com)  
43 (206) 733-8591

44  
45 Coal Creek Utility District (Water & Sewer)  
46 Patrick Martin  
47 [patrick@ccud.org](mailto:patrick@ccud.org)

1 (206) 255-1961

2  
3 **1-07.18 Public Liability and Property Damage Insurance**

4  
5 Delete this section in its entirety, and replace it with the following:

6  
7 **1-07.18 Insurance**  
8 *(January 4, 2016 APWA GSP)*

9  
10 **1-07.18(1) General Requirements**

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

1 may, after giving five business days' notice to the Contractor to correct the  
2 breach, immediately terminate the Contract or, at its discretion, procure or  
3 renew such insurance and pay any and all premiums in connection therewith,  
4 with any sums so expended to be repaid to the Contracting Agency on demand,  
5 or at the sole discretion of the Contracting Agency, offset against funds due  
6 the Contractor from the Contracting Agency.  
7

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

10  
11 **1-07.18(2) Additional Insured**

12 All insurance policies, with the exception of Workers Compensation, and of  
13 Professional Liability and Builder's Risk (if required by this Contract) shall name the  
14 following listed entities as additional insured(s) using the forms or endorsements  
15 required herein:  
16

- 17  
18 ■ the City of Newcastle and its officers, elected officials, employees, agents, and  
19 volunteers  
20

21 The above-listed entities shall be additional insured(s) for the full available limits of  
22 liability maintained by the Contractor, irrespective of whether such limits maintained  
23 by the Contractor are greater than those required by this Contract, and irrespective of  
24 whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4)  
25 describes limits lower than those maintained by the Contractor.  
26

27 For Commercial General Liability insurance coverage, the required additional insured  
28 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing  
29 operations and CG 20 37 10 01 for completed operations.  
30

31 **1-07.18(3) Subcontractors**

32 The Contractor shall cause each Subcontractor of every tier to provide insurance  
33 coverage that complies with all applicable requirements of the Contractor-provided  
34 insurance as set forth herein, except the Contractor shall have sole responsibility for  
35 determining the limits of coverage required to be obtained by Subcontractors.  
36

37 The Contractor shall ensure that all Subcontractors of every tier add all entities listed  
38 in 1-07.18(2) as additional insureds, and provide proof of such on the policies as  
39 required by that section as detailed in 1-07.18(2) using an endorsement as least as  
40 broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for  
41 completed operations.  
42

43 Upon request by the Contracting Agency, the Contractor shall forward to the  
44 Contracting Agency evidence of insurance and copies of the additional insured  
45 endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification  
46 of Coverage.  
47

48  
49 **1-07.18(4) Verification of Coverage**  
50

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

8  
9 Verification of coverage shall include:

- 10 1. An ACORD certificate or a form determined by the Contracting Agency to be  
11 equivalent.
- 12 2. Copies of all endorsements naming Contracting Agency and all other entities  
13 listed in 1-07.18(2) as additional insured(s), showing the policy number. The  
14 Contractor may submit a copy of any blanket additional insured clause from its  
15 policies instead of a separate endorsement.
- 16 3. Any other amendatory endorsements to show the coverage required herein.
- 17 4. A notation of coverage enhancements on the Certificate of Insurance shall not  
18 satisfy these requirements – actual endorsements must be submitted.

19  
20 Upon request by the Contracting Agency, the Contractor shall forward to the  
21 Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk  
22 insurance is required on this Project, a full and certified copy of that policy is required  
23 when the Contractor delivers the signed Contract for the work.

#### 24 25 **1-07.18(5) Coverages and Limits**

26  
27 The insurance shall provide the minimum coverages and limits set forth below.  
28 Contractor's maintenance of insurance, its scope of coverage, and limits as required  
29 herein shall not be construed to limit the liability of the Contractor to the coverage  
30 provided by such insurance, or otherwise limit the Contracting Agency's recourse to  
31 any remedy available at law or in equity.

32  
33 All deductibles and self-insured retentions must be disclosed and are subject to  
34 approval by the Contracting Agency. The cost of any claim payments falling within the  
35 deductible or self-insured retention shall be the responsibility of the Contractor. In the  
36 event an additional insured incurs a liability subject to any policy's deductibles or self-  
37 insured retention, said deductibles or self-insured retention shall be the responsibility  
38 of the Contractor.

#### 39 40 **1-07.18(5)A Commercial General Liability**

41  
42 Commercial General Liability insurance shall be written on coverage forms at least as  
43 broad as ISO occurrence form CG 00 01, including but not limited to liability arising  
44 from premises, operations, stop gap liability, independent contractors, products-  
45 completed operations, personal and advertising injury, and liability assumed under an  
46 insured contract. There shall be no exclusion for liability arising from explosion,  
47 collapse or underground property damage.

48  
49 The Commercial General Liability insurance shall be endorsed to provide a per project  
50 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.  
51

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

4  
5 Such policy must provide the following minimum limits:

6 \$1,000,000 Each Occurrence  
7 \$2,000,000 General Aggregate  
8 \$2,000,000 Products & Completed Operations Aggregate  
9 \$1,000,000 Personal & Advertising Injury each offence  
10 \$1,000,000 Stop Gap / Employers' Liability each accident

11  
12 **1-07.18(5)B Automobile Liability**

13  
14 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and  
15 shall be written on a coverage form at least as broad as ISO form CA 00 01. If the  
16 work involves the transport of pollutants, the automobile liability policy shall include  
17 MCS 90 and CA 99 48 endorsements.

18  
19 Such policy must provide the following minimum limit:

20 \$1,000,000 Combined single limit each accident

21  
22 **1-07.18(5)C Workers' Compensation**

23  
24 The Contractor shall comply with Workers' Compensation coverage as required by the  
25 Industrial Insurance laws of the State of Washington.

26  
27 **1.07.23 Public Convenience and Safety**

28 *(February 1, 2017 CON GSP)*

*Supplement*

29  
30 Supplement this section with the following:

31  
32 The Contractor shall notify all property owners and tenants of street and alley  
33 closures, or other restrictions which may interfere with their access. Notification shall  
34 be at least 48 hours in advance of such restrictions. When an existing access is to  
35 be eliminated and replaced under the Contract by other access, the existing access  
36 shall not be closed until the replacement access is available.

37  
38 All unattended excavations shall be properly covered, barricaded, or fenced. Any  
39 asphalt concrete pavement, crushed surfacing, gravel base, or water, required for  
40 maintaining traffic during the project, shall be placed by the Contractor immediately  
41 upon request by the Contracting Agency. Steel plates will be allowed if approved by  
42 Engineer, and must be secured and supported properly, pinned, shimmed, welded,  
43 and cold mix asphalt transitions added to prevent movement and provide smooth  
44 transitions.

45  
46 The Contractor shall be responsible for controlling dust and mud within the project  
47 limits, and for cleaning all surfaced roadways affected by the Work. Contractor shall  
48 clean up on a daily basis all refuse, rubbish, scrap material and debris caused by the  
49 work, to the end that, at all times, the site of the work shall present a neat, orderly

1 and workmanlike appearance. Flushing shall not be used. The costs for such dust  
2 and mud control and cleaning shall be incidental to the Contract, and no separate  
3 payment will be made. In the event Contractor fails to conform to these  
4 requirements, Owner shall have the right to have the work done by others and the  
5 cost shall be deducted from moneys otherwise due to Contractor.  
6

7 The Contractor may request the Engineer to shut down a traffic signal with 48 hours  
8 advanced notice.  
9

10 **1-07.23(1) Construction Under Traffic**  
11 *(February 1, 2017 CON GSP)*

*Supplement*

12  
13 Supplement this section with the following:

14  
15 The Contractor shall be responsible for proper notification to and coordination with  
16 all school districts, police and fire departments, U.S. mail, and all other persons or  
17 agencies which provide public service types of business (refuse, etc.) which will  
18 be affected by this project, and written notification shall be given at least one (1)  
19 week in advance of construction. It shall be the Contractor's responsibility to keep  
20 the school district and fire departments and others fully advised of his construction  
21 progress, any required detours, and also the time of completion of the project.  
22

23 *(January 2, 2012 WSDOT GSP)*

*Supplement*

24 **Work Zone Clear Zone**  
25

26 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours.  
27 The WZCZ applies only to temporary roadside objects introduced by the Contractor's  
28 operations and does not apply to preexisting conditions or permanent Work. Those  
29 work operations that are actively in progress shall be in accordance with adopted and  
30 approved Traffic Control Plans, and other contract requirements.  
31

32 During nonworking hours equipment or materials shall not be within the WZCZ unless  
33 they are protected by permanent guardrail or temporary concrete barrier. The use of  
34 temporary concrete barrier shall be permitted only if the Engineer approves the  
35 installation and location.  
36

37 During actual hours of work, unless protected as described above, only materials  
38 absolutely necessary to construction shall be within the WZCZ and only construction  
39 vehicles absolutely necessary to construction shall be allowed within the WZCZ or  
40 allowed to stop or park on the shoulder of the roadway.  
41

42 The Contractor's nonessential vehicles and employees private vehicles shall not be  
43 permitted to park within the WZCZ at any time unless protected as described above.  
44 Deviation from the above requirements shall not occur unless the Contractor has  
45 requested the deviation in writing and the Engineer has provided written approval.  
46 Minimum WZCZ distances are measured from the edge of traveled way and will be  
47 determined as follows:  
48

1

**Minimum Work Zone Clear Zone Distance**

<b>Regulatory Posted Speed</b>	<b>Distance From Traveled Way (Feet)</b>
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	

2

(January 5, 2015 WSDOT GSP)

*Supplement*

3

4

5

Lane closures are subject to the following restrictions.

6

7

- Arterial streets: 9:00 a.m. to 3:30 p.m.
- Residential Streets 7:00 a.m. to 5:00 p.m.

8

9

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours.

10

11

12

13

Lane closures are not allowed on any of the following:

14

15

16

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday, and
3. After 3:00 p.m. on the day prior to a holiday or holiday weekend

17

18

19

20

21

22

23

**1-07.24 Rights of Way**

(July 23, 2015 APWA GSP)

*Replacement*

24

25

26

Delete this section and replace it with the following:

27

28

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.

30

31

32

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.

34

35

36

37

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

38

39

40

41



1 Provisions or made available to the Contractor as soon as practical after they have  
2 been obtained by the Engineer.

3  
4 Whenever easements or rights of entry have not been acquired prior to advertising,  
5 these areas are so noted in the Plans. The Contractor shall not proceed with any  
6 portion of the work in areas where right of way, easements or rights of entry have not  
7 been acquired until the Engineer certifies to the Contractor that the right of way or  
8 easement is available or that the right of entry has been received. If the Contractor is  
9 delayed due to acts of omission on the part of the Contracting Agency in obtaining  
10 easements, rights of entry or right of way, the Contractor will be entitled to an extension  
11 of time. The Contractor agrees that such delay shall not be a breach of contract.

12  
13 Each property owner shall be given 48 hours notice prior to entry by the Contractor.  
14 This includes entry onto easements and private property where private improvements  
15 must be adjusted.

16  
17 The Contractor shall be responsible for providing, without expense or liability to the  
18 Contracting Agency, any additional land and access thereto that the Contractor may  
19 desire for temporary construction facilities, storage of materials, or other Contractor  
20 needs. However, before using any private property, whether adjoining the work or not,  
21 the Contractor shall file with the Engineer a written permission of the private property  
22 owner, and, upon vacating the premises, a written release from the property owner of  
23 each property disturbed or otherwise interfered with by reasons of construction  
24 pursued under this contract. The statement shall be signed by the private property  
25 owner, or proper authority acting for the owner of the private property affected, stating  
26 that permission has been granted to use the property and all necessary permits have  
27 been obtained or, in the case of a release, that the restoration of the property has been  
28 satisfactorily accomplished. The statement shall include the parcel number, address,  
29 and date of signature. Written releases must be filed with the Engineer before the  
30 Completion Date will be established.

31  
32  
33 **SECTION 1-08, PROSECUTION AND PROGRESS**

34  
35 Add the following new section:

36  
37 **1-08.0 Preliminary Matters**  
38 *(May 25, 2006 APWA GSP)* *New*

39  
40 **1-08.0(1) Preconstruction Conference**  
41 *(October 10, 2008 APWA GSP)* *New*

42  
43 Prior to the Contractor beginning the work, a preconstruction conference will be  
44 held between the Contractor, the Engineer and such other interested parties as  
45 may be invited. The purpose of the preconstruction conference will be:

- 46  
47 1. To review the initial progress schedule;  
48 2. To establish a working understanding among the various parties  
49 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.

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

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

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

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

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

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

1 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met  
2 and recorded properly on certified payroll  
3

4 **1-08.1 Subcontracting**

5 (May 30, 2019 APWA GSP, Option B)

*Deletion*

6  
7 Delete the ninth paragraph, beginning with "On all projects, the Contractor shall  
8 certify...".  
9

10  
11 **1-08.3(2) A Type A Progress Schedule**

12 (March 13, 2012 APWA GSP)

*Modification*

13  
14 Revise this section to read:

15  
16 The Contractor shall submit 2 copies of a Type A Progress Schedule no later than  
17 at the preconstruction conference, or some other mutually agreed upon submittal  
18 time. The schedule may be a critical path method (CPM) schedule, bar chart, or  
19 other standard schedule format. Regardless of which format used, the schedule  
20 shall identify the critical path. The Engineer will evaluate the Type A Progress  
21 Schedule and approve or return the schedule for corrections within 15 calendar  
22 days of receiving the submittal.  
23

24 **1-08.3(3) Schedule Updates**

25 (February 1, 2017 CON GSP)

*Supplement*

26  
27 Supplement this section with the following:

28  
29 If the critical path is impacted, the Contractor shall update the complete project  
30 schedule once per month and shall submit the updated schedule no later than the  
31 progress payment period cut-off date.  
32

33 **1-08.4 Prosecution of Work**

34  
35 Delete this section and replace it with the following:

36  
37 **1-08.4 Notice to Proceed and Prosecution of Work**

38 (July 23, 2015 APWA GSP)

*Modification*

39  
40 Notice to Proceed will be given after the contract has been executed and the contract  
41 bond and evidence of insurance have been approved and filed by the Contracting  
42 Agency. The Contractor shall not commence with the work until the Notice to Proceed  
43 has been given by the Engineer. The Contractor shall commence construction  
44 activities on the project site within ten days of the Notice to Proceed Date, unless  
45 otherwise approved in writing. The Contractor shall diligently pursue the work to the  
46 physical completion date within the time specified in the contract. Voluntary shutdown  
47 or slowing of operations by the Contractor shall not relieve the Contractor of the  
48 responsibility to complete the work within the time(s) specified in the contract.  
49

50 When shown in the Plans, the first order of work shall be the installation of high visibility  
51 fencing to delineate all areas for protection or restoration, as described in the Contract.

1 Installation of high visibility fencing adjacent to the roadway shall occur after the  
2 placement of all necessary signs and traffic control devices in accordance with 1-  
3 10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to  
4 inspect the fence. No other work shall be performed on the site until the Contracting  
5 Agency has accepted the installation of high visibility fencing, as described in the  
6 Contract.

7  
8 **1-08.5 Time for Completion**

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

*Modification*

10  
11 Revise the third and fourth paragraphs to read:

12  
13 Contract time shall begin on the first working day following the Notice to Proceed Date.

14  
15 Each working day shall be charged to the contract as it occurs, until the contract work  
16 is physically complete. If substantial completion has been granted and all the  
17 authorized working days have been used, charging of working days will cease. Each  
18 week the Engineer will provide the Contractor a statement that shows the number of  
19 working days: (1) charged to the contract the week before; (2) specified for the physical  
20 completion of the contract; and (3) remaining for the physical completion of the  
21 contract. The statement will also show the nonworking days and any partial or whole  
22 day the Engineer declares as unworkable. The statement will be identified as a Written  
23 Determination by the Engineer. If the Contractor does not agree with the Written  
24 Determination of working days, the Contractor shall pursue the protest procedures in  
25 accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5,  
26 the Contractor shall be deemed as having accepted the statement as correct. If the  
27 Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule)  
28 and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged  
29 as a working day then the fifth day of that week will be charged as a working day  
30 whether or not the Contractor works on that day.

31  
32 Revise the sixth paragraph to read:

33  
34 The Engineer will give the Contractor written notice of the completion date of the  
35 contract after all the Contractor's obligations under the contract have been performed  
36 by the Contractor. The following events must occur before the Completion Date can  
37 be established:

- 38 1. The physical work on the project must be complete; and
- 39 2. The Contractor must furnish all documentation required by the contract and  
40 required by law, to allow the Contracting Agency to process final acceptance  
41 of the contract. The following documents must be received by the Project  
42 Engineer prior to establishing a completion date:
  - 43 a. Certified Payrolls (per Section 1-07.9(5)).
  - 44 b. Material Acceptance Certification Documents
  - 45 c. Monthly Reports of Amounts Credited as DBE Participation, as required by  
46 the Contract Provisions.
  - 47 d. Final Contract Voucher Certification
  - 48 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the  
49 Contractor and all Subcontractors

- 1 f. A copy of the Notice of Termination sent to the Washington State  
2 Department of Ecology (Ecology); the elapse of 30 calendar days from the  
3 date of receipt of the Notice of Termination by Ecology; and no rejection of  
4 the Notice of Termination by Ecology. This requirement will not apply if the  
5 Construction Stormwater General Permit is transferred back to the  
6 Contracting Agency in accordance with Section 8-01.3(16).  
7 g. Property owner releases per Section 1-07.24  
8  
9

10 **1-08.9 Liquidated Damages**

11 *(March 3, 2021 APWA GSP, Option A)*  
12

13 Replace Section 1-08.9 with the following:  
14

15 Time is of the essence of the Contract. Delays inconvenience the traveling public,  
16 obstruct traffic, interfere with and delay commerce, and increase risk to Highway  
17 users. Delays also cost tax payers undue sums of money, adding time needed for  
18 administration, engineering, inspection, and supervision.  
19

20 Accordingly, the Contractor agrees:  
21

- 22 1. To pay liquidated damages in the amount of \*\*\* \$500 \*\*\* for each working  
23 day beyond the number of working days established for Physical  
24 Completion, and  
25  
26 2. To authorize the Engineer to deduct these liquidated damages from any  
27 money due or coming due to the Contractor.  
28

29 When the Contract Work has progressed to Substantial Completion as defined in the  
30 Contract, the Engineer may determine the Contract Work is Substantially Complete.  
31 The Engineer will notify the Contractor in writing of the Substantial Completion Date.  
32 For overruns in Contract time occurring after the date so established, liquidated  
33 damages identified above will not apply. For overruns in Contract time occurring  
34 after the Substantial Completion Date, liquidated damages shall be assessed on the  
35 basis of direct engineering and related costs assignable to the project until the actual  
36 Physical Completion Date of all the Contract Work. The Contractor shall complete  
37 the remaining Work as promptly as possible. Upon request by the Project Engineer,  
38 the Contractor shall furnish a written schedule for completing the physical Work on  
39 the Contract.  
40

41 Liquidated damages will not be assessed for any days for which an extension of time  
42 is granted. No deduction or payment of liquidated damages will, in any degree,  
43 release the Contractor from further obligations and liabilities to complete the entire  
44 Contract.  
45  
46

1 **SECTION 1-09, MEASUREMENT AND PAYMENT**

2  
3 **1-09.2(1) General Requirements for Weighing Equipment**

4 *(July 23, 2015 APWA GSP, Option 2)*

*Modification*

5  
6 Revise item 4 of the fifth paragraph to read:

- 7  
8 4. Test results and scale weight records for each day's hauling operations are  
9 provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027,  
10 Scaleman's Daily Report, unless the printed ticket contains the same  
11 information that is on the Scaleman's Daily Report Form. The scale operator  
12 must provide AM and/or PM tare weights for each truck on the printed ticket.

13  
14 **1-09.6 Force Account**

15 *(October 10, 2008 APWA GSP)*

*Supplement*

16  
17 The Contracting Agency has estimated and included in the Proposal, dollar amounts for  
18 all items to be paid per force account, only to provide a common proposal for Bidders.  
19 All such dollar amounts are to become a part of Contractor's total bid. However, the  
20 Contracting Agency does not warrant expressly or by implication that the actual amount  
21 of work will correspond with those estimates. Payment will be made on the basis of the  
22 amount of work actually authorized by Engineer.

23  
24 **1-09.9 Payments**

25 *(March 13, 2012 APWA GSP)*

*Modification*

26  
27 Delete the first four paragraphs and replace them with the following:

28  
29 The basis of payment will be the actual quantities of Work performed according to  
30 the Contract and as specified for payment.

31  
32 The Contractor shall submit a breakdown of the cost of lump sum bid items at the  
33 Preconstruction Conference, to enable the Project Engineer to determine the Work  
34 performed on a monthly basis. A breakdown is not required for lump sum items that  
35 include a basis for incremental payments as part of the respective Specification.  
36 Absent a lump sum breakdown, the Project Engineer will make a determination  
37 based on information available. The Project Engineer's determination of the cost of  
38 work shall be final.

39  
40 Progress payments for completed work and material on hand will be based upon  
41 progress estimates prepared by the Engineer. A progress estimate cutoff date will  
42 be established at the preconstruction conference.

43  
44 The initial progress estimate will be made not later than 30 days after the Contractor  
45 commences the work, and successive progress estimates will be made every month  
46 thereafter until the Completion Date. Progress estimates made during progress of  
47 the work are tentative, and made only for the purpose of determining progress  
48 payments. The progress estimates are subject to change at any time prior to the  
49 calculation of the final payment.

50  
51 The value of the progress estimate will be the sum of the following:

1  
2  
3  
4  
5  
6  
7  
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9  
10  
11  
12  
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51

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

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

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

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

*(March 13, 2012 APWA GSP)* *Supplement*

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 Disputes and Claims**

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

*(November 30, 2018 APWA GSP)* *Revision*

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  
2 **1-09.13(3) Claims \$250,000 or Less**

3 (October 1, 2005 APWA GSP)

Replacement

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

6  
7 The Contractor and the Contracting Agency mutually agree that those claims that  
8 total \$250,000 or less, submitted in accordance with Section 1-09.11 and not  
9 resolved by nonbinding ADR processes, shall be resolved through litigation unless  
10 the parties mutually agree in writing to resolve the claim through binding arbitration.

11  
12 **1-09.13(3)A Administration of Arbitration**

13 (January 19, 2022 APWA GSP)

Modification

14  
15 Revise the third paragraph to read:

16  
17 The Contracting Agency and the Contractor mutually agree to be bound by the  
18 decision of the arbitrator, and judgment upon the award rendered by the arbitrator  
19 may be entered in the Superior Court of the county in which the Contracting  
20 Agency's headquarters is located, provided that where claims subject to arbitration  
21 are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of  
22 the Superior Court. The decision of the arbitrator and the specific basis for the  
23 decision shall be in writing. The arbitrator shall use the Contract as a basis for  
24 decisions.

25  
26  
27 **SECTION 1-10, TEMPORARY TRAFFIC CONTROL**

28  
29 **1-10.1 General**

30 (February 1, 2017 CON GSP)

Supplement

31  
32 Section 1-10.1 is supplemented with the following:

33  
34 The Contractor shall conduct its operations so as to offer the least possible obstruction  
35 and inconvenience to the public, and the Contractor shall have under construction no  
36 greater length or amount of work than the Contractor can prosecute properly with due  
37 regards to the rights of the public. The Contractor shall not open up sections of the  
38 work and leave them unfinished, but rather, the work shall be finished as it proceeds,  
39 insofar as practicable.

40  
41 Construction shall also be conducted so as to cause as little inconvenience as possible  
42 to abutting property owners. Convenient and clearly marked access to driveways,  
43 houses and buildings along the line of work shall be maintained and temporary  
44 approaches to crossing or intersecting streets shall be provided and kept in good and  
45 smooth condition. When the abutting owners' access across the Rights-of-Way line is  
46 to be replaced under the Contract by other access, the existing access shall not be  
47 closed until the replacement access facility is available. Adjacent property owner's  
48 driveways must be left open and accessible at all times during the course of the project  
49 unless otherwise specified herein or approved by the Contracting Agency.



1 **1-10.2 Traffic Control Management**

2  
3 **1-10.2(1) General**

4 *(January 3, 2017 WSDOT GSP)*

*Supplement*

5  
6 Section 1-10.2(1) is supplemented with the following:

7  
8 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in  
9 the State of Washington. The Traffic Control Supervisor shall be certified by one of the  
10 following:

11  
12 The Northwest Laborers-Employers Training Trust  
13 27055 Ohio Ave.  
14 Kingston, WA 98346  
15 (360) 297-3035

16  
17 Evergreen Safety Council  
18 12545 135th Ave. NE  
19 Kirkland, WA 98034-8709  
20 1-800-521-0778

21  
22 The American Traffic Safety Services Association  
23 15 Riverside Parkway, Suite 100  
24 Fredericksburg, Virginia 22406-1022  
25 Training Dept. Toll Free (877) 642-4637  
26 Phone: (540) 368-1701

27  
28 **1-10.2(2) Traffic Control Plans**

29 *(February 1, 2017 CON GSP)*

*Supplement*

30  
31 Supplement this Section with the following:

32  
33 If traffic control plans are not included in the Contract Documents, the Contractor shall  
34 submit traffic control plans for the Engineer's review and approval. A minimum of 5  
35 working days are required for review. The traffic control plans shall show be prepared  
36 in accordance with the latest issue of the MUTCD, WSDOT Standard Plans and these  
37 Specifications and shall include pedestrian access pathways as needed.

38  
39 If no alternative is proposed within the contract plans, all existing pedestrian routes  
40 and access points within the project limits, including sidewalks and crosswalks, shall  
41 remain open and clear at all times. The Contractor may propose traffic control plans  
42 that comply with the MUTCD, ADA, requirements, and these Specifications.

43  
44  
45 **1-10.2(2) Traffic Control Plans**

46 *(June 1, 2020 CON GSP)*

*Supplement*

47  
48 Supplement this Section with the following:

1 Submittal of Contractor-prepared Traffic Control Plans (TCP's) shall be required,  
2 and shall occur a minimum of ten (10) working days prior to beginning work. The  
3 Contractor shall prepare site-specific plans for each site included in the project.  
4

5 The Contractor shall be solely responsible for submitting the individual, site  
6 specific traffic control plans for approval by the Engineer. The costs for  
7 preparation of the TCP's shall be the contractor's responsibility and shall be  
8 included in the lump sum cost for Project Traffic Control. Traffic control plans  
9 require a minimum of 5 working days for review.  
10

11 A TCP shall be submitted for each type of Work listed below. A revised or  
12 additional TCP shall be submitted for approval 10 days prior to each time an  
13 adjustment to a previously approved TCP becomes necessary.  
14

- 15 1) TCP (Construction Access) - Any construction activity that requires the  
16 Contractor to enter and exit the construction site using a public road. This  
17 Plan shall address routes for hauling and delivery of project materials to  
18 and from the project site, and designated entrances and exits for  
19 personnel or construction vehicles for normal daily use.  
20
- 21 2) TCP (Temporary Traffic Lane/Shoulder Closures) - Any activity requiring  
22 closures or adjustments to lanes, or Shoulders; driveway or pedestrian  
23 access; or entire Roadway.  
24
- 25 3) TCP (Pedestrian Traffic Control) - Any Work that may impede or impact  
26 directly or indirectly any existing pedestrian route not related to 2) above.  
27
- 28 4) TCP (Work near school zones and/or intersections) - Any construction  
29 activity that may impeded or impact directly any school zone and/or  
30 intersection.  
31

32 Road closures are not included within this project, but the City will consider  
33 contractor requested road closures. For requested road closures, road closure  
34 plan including detours shall be submitted to the Engineer 10 working days prior  
35 to the required agency notification. If approved, 72-hour notification shall be  
36 given to the agencies noted on the City's Road Closure Notice prior to closure of  
37 any road. For closures on residential streets longer than an 8-hr period or on  
38 arterial streets, notice shall be placed in the local newspaper 72 hours prior to the  
39 closure and shall list the location, dates, and detour route. Approval for any road  
40 closure will be at the City's sole discretion.  
41

42  
43 **END OF DIVISION 1**  
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## DIVISION 2 EARTHWORK

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

#### 2-01.2 Disposal of Usable Material and Debris

##### 2-01.2(1) Disposal Method No. 1 - Open Burning

*(June 1, 2020 CON GSP)*

*Replacement*

REPLACE this Section with the following:

Open burning will not be permitted on this project.

### SECTION 2-11, TRIMMING AND CLEANUP

#### 2-11.1 Description

*(June 1, 2020 CON GSP)*

*Supplement*

SUPPLEMENT this Section with the following:

Paved street surfaces, existing and new shall be thoroughly swept with a vacuum street sweeper upon completion of work and shall require daily cleaning as necessary to remove construction debris/materials. Contractor shall also be required to inspect daily, haul routes and, if necessary, street sweep to remove debris. Upon completion of the work, all haul routes shall be street swept.

#### 2-11.4 Measurement

*(June 1, 2020 CON GSP)*

*Replacement*

REPLACE this Section with the following:

No specific unit of measurement will be made for Trimming and Cleanup.

#### 2-11.5 Payment

*(June 1, 2020 CON GSP)*

*Replacement*

REPLACE this Section with the following:

Payment for Trimming and Cleanup work shall be considered included in the other bid items.

**END OF DIVISION 2**

1 **DIVISION 5**  
2 **SURFACE TREATMENTS AND PAVEMENTS**

3  
4 **SECTION 5-04, HOT MIX ASPHALT**  
5 *(July, 18 2018 APWA GSP)*

*Replacement*

6  
7 Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:  
8

9 **5-04.1 Description**

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

16  
17 HMA shall be composed of asphalt binder and mineral materials as may be required,  
18 mixed in the proportions specified to provide a homogeneous, stable,  
19 and workable mixture.  
20

21 **5-04.2 Materials**

22 Materials shall meet the requirements of the following sections:

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

36 The Contract documents may establish that the various mineral materials required  
37 for the manufacture of HMA will be furnished in whole or in part by the Contracting  
38 Agency. If the documents do not establish the furnishing of any of these mineral  
39 materials by the Contracting Agency, the Contractor shall be required to furnish such  
40 materials in the amounts required for the designated mix. Mineral materials include  
41 coarse and fine aggregates, and mineral filler.  
42

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

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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.

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

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

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

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

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

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

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

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

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

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

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

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

9  
10 The mix design shall be performed by a lab accredited by a national authority such  
11 as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The  
12 Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO  
13 Accreditation Program (AAP) and shall supply evidence of participation in the  
14 AASHTO: resource proficiency sample program.

15  
16 Mix designs for HMA accepted by Nonstatistical evaluation shall;

- 17  
18 • Have the aggregate structure and asphalt binder content determined in  
19 accordance with WSDOT Standard Operating Procedure 732 and meet the  
20 requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and  
21 stripping are at the discretion of the Engineer, and 9-03.8(6).
- 22 • Have anti-strip requirements, if any, for the proposed mix design determined  
23 in accordance with AASHTO T 283 or T 324, or based on historic anti-strip  
24 and aggregate source compatibility from previous WSDOT lab testing.

25  
26 At the discretion of the Engineer, agencies may accept verified mix designs older  
27 than 12 months from the original verification date with a certification from the  
28 Contractor that the materials and sources are the same as those shown on the  
29 original mix design.

30  
31 Commercial Evaluation Approval of a mix design for "Commercial Evaluation" will be  
32 based on a review of the Contractor's submittal of WSDOT Form 350-042 (For  
33 commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from  
34 the current WSDOT QPL or from one of the processes allowed by this section.  
35 Testing of the HMA by the Contracting Agency for mix design approval is not  
36 required.

37  
38 For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and  
39 design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required  
40 use.

#### 41 42 **5-04.2(2)B Using Warm Mix Asphalt Processes**

43 The Contractor may elect to use additives that reduce the optimum mixing  
44 temperature or serve as a compaction aid for producing HMA. Additives include  
45 organic additives, chemical additives and foaming processes. The use of Additives is  
46 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.

1  
2 All costs in connection with performing the Work in accordance with these  
3 requirements, except the cost of temporary pavement markings, shall be included in  
4 the unit Contract prices for the various Bid items involved in the Contract.

5  
6 **5-04.3(3) Equipment**

7  
8 **5-04.3(3)A Mixing Plant**

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

- 10  
11 1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of  
12 asphalt binder shall be equipped to heat and hold the material at the required  
13 temperatures. The heating shall be accomplished by steam coils, electricity,  
14 or other approved means so that no flame shall be in contact with the storage  
15 tank. The circulating system for the asphalt binder shall be designed to  
16 ensure proper and continuous circulation during the operating period. A valve  
17 for the purpose of sampling the asphalt binder shall be placed in either the  
18 storage tank or in the supply line to the mixer.
- 19 2. **Thermometric Equipment** – An armored thermometer, capable of detecting  
20 temperature ranges expected in the HMA mix, shall be fixed in the asphalt  
21 binder feed line at a location near the charging valve at the mixer unit. The  
22 thermometer location shall be convenient and safe for access by Inspectors.  
23 The plant shall also be equipped with an approved dial-scale thermometer, a  
24 mercury actuated thermometer, an electric pyrometer, or another approved  
25 thermometric instrument placed at the discharge chute of the drier to  
26 automatically register or indicate the temperature of the heated aggregates.  
27 This device shall be in full view of the plant operator.
- 28 3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not  
29 exceed the maximum recommended by the asphalt binder manufacturer nor  
30 shall it be below the minimum temperature required to maintain the asphalt  
31 binder in a homogeneous state. The asphalt binder shall be heated in a  
32 manner that will avoid local variations in heating. The heating method shall  
33 provide a continuous supply of asphalt binder to the mixer at a uniform  
34 average temperature with no individual variations exceeding 25°F. Also,  
35 when a WMA additive is included in the asphalt binder, the temperature of the  
36 asphalt binder shall not exceed the maximum recommended by the  
37 manufacturer of the WMA additive.
- 38 4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be  
39 equipped with a mechanical sampler for the sampling of the mineral  
40 materials. The mechanical sampler shall meet the requirements of Section 1-  
41 05.6 for the crushing and screening operation. The Contractor shall provide  
42 for the setup and operation of the field testing facilities of the Contracting  
43 Agency as provided for in Section 3-01.2(2).
- 44 5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of  
45 the following methods:  
46 a. A mechanical sampling device attached to the HMA plant.



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

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

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

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

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

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

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

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

39  
40                  When specified in the Contract, reference lines for vertical control will be required.  
41                  Lines shall be placed on both outer edges of the Traveled Way of each Roadway.  
42                  Horizontal control utilizing the reference line will be permitted. The grade and slope  
43                  for intermediate lanes shall be controlled automatically from reference lines or by  
44                  means of a mat referencing device and a slope control device. When the finish of the  
45                  grade prepared for paving is superior to the established tolerances and when, in the  
46                  opinion of the Engineer, further improvement to the line, grade, cross-section, and  
47                  smoothness can best be achieved without the use of the reference line, a mat

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

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

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

16  
17 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

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

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

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

30  
31 To be approved for use, an MTV:

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

41  
42 To be approved for use, an MTD:

- 43  
44 1. Shall be positively connected to the paver.

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

7

8                   **5-04.3(3)E Rollers**

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

19

20                  **5-04.3(4) Preparation of Existing Paved Surfaces**

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

24

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

28

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

33

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

42

43                  A tack coat of asphalt shall be applied to all paved surfaces on which any course of  
44                  HMA is to be placed or abutted; except that tack coat may be omitted from clean,  
45                  newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly  
46                  applied to cover the existing pavement with a thin film of residual asphalt free of  
47                  streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of

1 retained asphalt. The rate of application shall be approved by the Engineer. A heavy  
2 application of tack coat shall be applied to all joints. For Roadways open to traffic,  
3 the application of tack coat shall be limited to surfaces that will be paved during the  
4 same working shift. The spreading equipment shall be equipped with a thermometer  
5 to indicate the temperature of the tack coat material.

6  
7 Equipment shall not operate on tacked surfaces until the tack has broken and cured.  
8 If the Contractor's operation damages the tack coat it shall be repaired prior to  
9 placement of the HMA.

10  
11 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-  
12 1h emulsified asphalt may be diluted once with water at a rate not to exceed one part  
13 water to one part emulsified asphalt. The tack coat shall have sufficient temperature  
14 such that it may be applied uniformly at the specified rate of application and shall not  
15 exceed the maximum temperature recommended by the emulsified  
16 asphalt manufacturer.

#### 17 18 **5-04.3(4)A Crack Sealing**

##### 19 20 **5-04.3(4)A1 General**

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

23  
24 **Cleaning:** Ensure that cracks are thoroughly clean, dry and free of all loose and  
25 foreign material when filling with crack sealant material. Use a hot compressed air  
26 lance to dry and warm the pavement surfaces within the crack immediately prior to  
27 filling a crack with the sealant material. Do not overheat pavement. Do not use direct  
28 flame dryers. Routing cracks is not required.

29  
30 **Sand Slurry:** For cracks that are to be filled with sand slurry, thoroughly mix the  
31 components and pour the mixture into the cracks until full. Add additional CSS-1  
32 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the  
33 mixture will completely fill the cracks. Strike off the sand slurry flush with the existing  
34 pavement surface and allow the mixture to cure. Top off cracks that were not  
35 completely filled with additional sand slurry. Do not place the HMA overlay until the  
36 slurry has fully cured.

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

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

2  
3 In areas where HMA will not be placed, fill the cracks as follows:

- 4  
5 1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.  
6 2. Cracks greater than 1 inch in width – fill with sand slurry.

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

19  
20 **5-04.3(4)A2 Crack Sealing Areas Prior to Paving**

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

22  
23 **5-04.3(4)A3 Crack Sealing Areas Not to be Paved**

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

- 25  
26 A. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.  
27 B. Cracks greater than 1 inch in width – fill with sand slurry.

28  
29 **5-04.3(4)B Vacant**

30  
31 **5-04.3(4)C Pavement Repair**

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

41  
42 Unless otherwise shown in the Plans or determined by the Engineer, excavate to a  
43 depth of 1.0 feet. The Engineer will make the final determination of the excavation  
44 depth required. The minimum width of any pavement repair area shall be 40 inches  
45 unless shown otherwise in the Plans. Before any excavation, the existing pavement  
46 shall be sawcut or shall be removed by a pavement grinder. Excavated materials will

1 become the property of the Contractor and shall be disposed of in a Contractor-  
2 provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or  
3 9-03.21.

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

8  
9 Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot  
10 compacted depth. Lifts that exceed 0.35-foot of compacted depth may be  
11 accomplished with the approval of the Engineer. Each lift shall be thoroughly  
12 compacted by a mechanical tamper or a roller.

13  
14 **5-04.3(5) Producing/Stockpiling Aggregates and RAP**

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

21  
22 **5-04.3(5)A Vacant**

23  
24 **5-04.3(6) Mixing**

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

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

39  
40 Storing or holding of the HMA in approved storage facilities will be permitted with  
41 approval of the Engineer, but in no event shall the HMA be held for more than 24  
42 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected  
43 HMA shall be disposed of by the Contractor at no expense to the Contracting  
44 Agency. The storage facility shall have an accessible device located at the top of the  
45 cone or about the third point. The device shall indicate the amount of material in  
46 storage. No HMA shall be accepted from the storage facility when the HMA in

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

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

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

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

19  
20

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

21  
22  
23  
24  
25

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

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

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

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

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

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

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

3  
4 Commercial evaluation will be used for Commercial HMA and for other classes of  
5 HMA in the following applications: sidewalks, road approaches, ditches, slopes,  
6 paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other  
7 nonstructural applications of HMA accepted by commercial evaluation shall be as  
8 approved by the Engineer. Sampling and testing of HMA accepted by commercial  
9 evaluation will be at the option of the Engineer.

10  
11 The mix design will be the initial JMF for the class of HMA. The Contractor may  
12 request a change in the JMF. Any adjustments to the JMF will require the approval of  
13 the Engineer and may be made in accordance with this section.

### 14 15 **HMA Tolerances and Adjustments**

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

19 For Asphalt Binder and Air Voids (Va), the acceptance limits are  
20 determined by adding the tolerances below to the approved JMF values.  
21 These values will also be the Upper Specification Limit (USL) and Lower  
22 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

23 For Aggregates in the mixture:

- 24 a. First, determine preliminary upper and lower acceptance limits by applying  
25 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%

- 26 b. Second, adjust the preliminary upper and lower acceptance limits  
27 determined from step (a) the minimum amount necessary so that none of  
28 the aggregate properties are outside the control points in Section 9-  
29 03.8(6). The resulting values will be the upper and lower acceptance limits  
30 for aggregates, as well as the USL and LSL required in Section 1-  
31 06.2(2)D2.

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

- 37 a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜",  
38 and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and  
39 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted  
40 JMF shall be within the range of the control points in Section 9-03.8(6).



1                   b. **Asphalt Binder Content** – The Engineer may order or approve changes to  
2 asphalt binder content. The maximum adjustment from the approved mix  
3 design for the asphalt binder content shall be 0.3 percent  
4

5                   **5-04.3(9)A Vacant**  
6

7                   **5-04.3(9)B Vacant**  
8

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

10 HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the  
11 Contracting Agency by dividing the HMA tonnage into lots.  
12

13                   **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

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

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

29 Sampling and testing for evaluation shall be performed on the frequency of one  
30 sample per subplot.  
31

32                   **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

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

39 Sampling and testing HMA in a Structural application where quantities are less than  
40 400 tons is at the discretion of the Engineer.  
41

42 For HMA used in a structural application and with a total project quantity less than  
43 800 tons but more than 400 tons, a minimum of one acceptance test shall be  
44 performed. In all cases, a minimum of 3 samples will be obtained at the point of  
45 acceptance, a minimum of one of the three samples will be tested for conformance to  
46 the JMF:

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

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

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

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

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

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

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

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

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**

1 **5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments**

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

8  
9 If a constituent is not measured in accordance with these Specifications, its individual  
10 pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

11  
12 **5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests**

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

22  
23 **5-04.3 (9)D Mixture Acceptance – Commercial Evaluation**

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

33  
34 For each lot of HMA mix produced and tested under Commercial Evaluation when  
35 the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be  
36 determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied  
37 by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the  
38 product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract  
39 price per ton of mix.

40  
41 If a constituent is not measured in accordance with these Specifications, its individual  
42 pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

43  
44 **5-04.3(10) HMA Compaction Acceptance**

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

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

10  
11 Tests for the determination of the pavement density will be taken in accordance with  
12 the required procedures for measurement by a nuclear density gauge or roadway  
13 cores after completion of the finish rolling.

14  
15 If the Contracting Agency uses a nuclear density gauge to determine density the test  
16 procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day  
17 the mix is placed and prior to opening to traffic.

18  
19 Roadway cores for density may be obtained by either the Contracting Agency or the  
20 Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-  
21 inches minimum, unless otherwise approved by the Engineer. Roadway cores will be  
22 tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T  
23 166.

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

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

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

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

#### 44 45 **Test Results**

46 For a subplot that has been tested with a nuclear density gauge that did not meet the  
47 minimum of 92 percent of the reference maximum density in a compaction lot with a

1 CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor  
2 may request that a core be used for determination of the relative density of the  
3 subplot. The relative density of the core will replace the relative density determined by  
4 the nuclear density gauge for the subplot and will be used for calculation of the CPF  
5 and acceptance of HMA compaction lot.  
6

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

#### 18 **5-04.3(10)A HMA Compaction – General Compaction Requirements**

19 Compaction shall take place when the mixture is in the proper condition so that no  
20 undue displacement, cracking, or shoving occurs. Areas inaccessible to large  
21 compaction equipment shall be compacted by other mechanical means. Any HMA  
22 that becomes loose, broken, contaminated, shows an excess or deficiency of  
23 asphalt, or is in any way defective, shall be removed and replaced with new hot mix  
24 that shall be immediately compacted to conform to the surrounding area.  
25

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

#### 34 **5-04.3(10)B HMA Compaction – Cyclic Density**

35 Low cyclic density areas are defined as spots or streaks in the pavement that are  
36 less than 90 percent of the theoretical maximum density. At the Engineer's  
37 discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and  
38 when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price  
39 Adjustment will be assessed for any 500-foot section with two or more density  
40 readings below 90 percent of the theoretical maximum density.  
41

#### 42 **5-04.3(10)C Vacant**

#### 44 **5-04.3(10)D HMA Nonstatistical Compaction**

#### 46 **5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots**

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

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

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

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

23  
24 HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel  
25 wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved  
26 by the Engineer.

27  
28 **5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing**

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

31  
32 **5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments**

33 For each compaction lot with one or two sublots, having all sublots attain a relative  
34 density that is 92 percent of the reference maximum density the HMA shall be  
35 accepted at the unit Contract price with no further evaluation. When a subplot does  
36 not attain a relative density that is 92 percent of the reference maximum density, the  
37 lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate  
38 CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in  
39 excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than  
40 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11).  
41 Additional testing by either a nuclear moisture-density gauge or cores will be  
42 completed as required to provide a minimum of three tests for evaluation.

43  
44 For compaction below the required 92% a Non-Conforming Compaction Factor  
45 (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus  
46 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated

1 as the product of CPF, the quantity of HMA in the compaction control lot in tons, and  
2 the unit Contract price per ton of mix.

3  
4 **5-04.3(11) Reject Work**

5  
6 **5-04.3(11)A Reject Work General**

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

13  
14 **5-04.3(11)B Rejection by Contractor**

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

18  
19 **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

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

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

38  
39 **5-04.3(11)D Rejection - A Partial Sublot**

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

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

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

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

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

- 11
- 12           1.   When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00  
13           and the Contractor is taking no corrective action, or
  - 14           2.   When the Pay Factor (PF) for any constituent of a lot in progress drops below  
15           0.95 and the Contractor is taking no corrective action, or
  - 16           3.   When either the PFi for any constituent or the CPF of a lot in progress is less  
17           than 0.75.
- 18

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

20          An entire lot with a CPF of less than 0.75 will be rejected.  
21

22          **5-04.3(12) Joints**

23

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

25

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

27          The Contractor shall conduct operations such that the placing of the top or wearing  
28          course is a continuous operation or as close to continuous as possible. Unscheduled  
29          transverse joints will be allowed and the roller may pass over the unprotected end of  
30          the freshly laid mixture only when the placement of the course must be discontinued  
31          for such a length of time that the mixture will cool below compaction temperature.  
32          When the Work is resumed, the previously compacted mixture shall be cut back to  
33          produce a slightly beveled edge for the full thickness of the course.  
34

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

41

42          The material that is cut away shall be wasted and new mix shall be laid against the  
43          cut. Rollers or tamping irons shall be used to seal the joint.  
44

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



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

10  
11 **5-04.3(12)B Bridge Paving Joint Seals**

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

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

19  
20 Submit a Type 1 Working Drawing consisting of the sealant manufacturer's  
21 application procedure.

22  
23 Construct the bridge paving joint seal as specified on the Plans and in accordance  
24 with the detail shown in the Standard Plans. Construct the sawcut in accordance with  
25 the detail shown in the Standard Plan. Construct the sawcut in accordance with  
26 Section 5-05.3(8)B and the manufacturer's application procedure.

27  
28 **5-04.3(12)B2 Paved Panel Joint Seal**

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

- 31  
32 1. Clean and seal the existing joint between concrete panels in accordance with  
33 Section 5-01.3(8) and the details shown in the Standard Plans.

34  
35 **5-04.3(13) Surface Smoothness**

36 The completed surface of all courses shall be of uniform texture, smooth, uniform as  
37 to crown and grade, and free from defects of all kinds. The completed surface of the  
38 wearing course shall not vary more than ⅛ inch from the lower edge of a 10-foot  
39 straightedge placed on the surface parallel to the centerline. The transverse slope of  
40 the completed surface of the wearing course shall vary not more than ¼ inch in 10  
41 feet from the rate of transverse slope shown in the Plans.

42  
43 When deviations in excess of the above tolerances are found that result from a high  
44 place in the HMA, the pavement surface shall be corrected by one of the  
45 following methods:

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

5  
6           Correction of defects shall be carried out until there are no deviations anywhere  
7           greater than the allowable tolerances.

8  
9           Deviations in excess of the above tolerances that result from a low place in the HMA  
10          and deviations resulting from a high place where corrective action, in the opinion of  
11          the Engineer, will not produce satisfactory results will be accepted with a price  
12          adjustment. The Engineer shall deduct from monies due or that may become due to  
13          the Contractor the sum of \$500.00 for each and every section of single traffic  
14          lane 100 feet in length in which any excessive deviations described above are found.

15  
16          When utility appurtenances such as manhole covers and valve boxes are located in  
17          the traveled way, the utility appurtenances shall be adjusted to the finished grade  
18          prior to paving. This requirement may be waived when requested by the Contractor,  
19          at the discretion of the Engineer or when the adjustment details provided in the  
20          project plan or specifications call for utility appurtenance adjustments after the  
21          completion of paving.

22  
23          Utility appurtenance adjustment discussions will be included in the Pre-Paving  
24          planning (5-04.3(14)B3). Submit a written request to waive this requirement to the  
25          Engineer prior to the start of paving.

#### 26 27          **5-04.3(14) Planing (Milling) Bituminous Pavement**

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

31  
32          Locations of existing surfacing to be planed are as shown in the Drawings.

33  
34          Where planing an existing pavement is specified in the Contract, the Contractor must  
35          remove existing surfacing material and to reshape the surface to remove  
36          irregularities. The finished product must be a prepared surface acceptable for  
37          receiving an HMA overlay.

38  
39          Use the cold milling method for planing unless otherwise specified in the Contract.  
40          Do not use the planer on the final wearing course of new HMA.

41  
42          Conduct planing operations in a manner that does not tear, break, burn, or otherwise  
43          damage the surface which is to remain. The finished planed surface must be slightly  
44          grooved or roughened and must be free from gouges, deep grooves, ridges, or other  
45          imperfections. The Contractor must repair any damage to the surface by the  
46          Contractor's planing equipment, using an Engineer approved method.

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

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

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

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

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

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

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

Should such metal be identified, promptly notify the Engineer.

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

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

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

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

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

- 1. Intersections:
  - a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure

1 must be kept to the minimum time required to place and compact the HMA  
2 mixture, or plane as appropriate. For paving, schedule such closure to  
3 individual lanes or portions thereof that allows the traffic volumes and  
4 schedule of traffic volumes required in the approved traffic control plan.  
5 Schedule work so that adjacent intersections are not impacted at the same  
6 time and comply with the traffic control restrictions required by the Traffic  
7 Engineer. Each individual intersection closure or partial closure, must be  
8 addressed in the traffic control plan, which must be submitted to and  
9 accepted by the Engineer, see Section 1-10.2(2).

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

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

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

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

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

### 30 **5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan**

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

41  
42 The planing operation and the paving operation include, but are not limited to, metal  
43 detection, removal of asphalt and temporary asphalt of any kind, tack coat and  
44 drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be  
45 discussed at the briefing.

46  
47 When intersections will be partially or totally blocked, provide adequately sized and  
48 noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in

1 advance. The traffic control plan must show where police officers will be stationed  
2 when signalization is or may be, countermanded, and show areas where flaggers are  
3 proposed.

4  
5 At a minimum, the planing and the paving plan must include:

- 6
- 7 1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing  
8 each day's traffic control as it relates to the specific requirements of that day's  
9 planing and paving. Briefly describe the sequencing of traffic control  
10 consistent with the proposed planing and paving sequence, and scheduling of  
11 placement of temporary pavement markings and channelizing devices after  
12 each day's planing, and paving.
- 13 2. A copy of each intersection's traffic control plan.
- 14 3. Haul routes from Supplier facilities, and locations of temporary parking and  
15 staging areas, including return routes. Describe the complete round trip as it  
16 relates to the sequencing of paving operations.
- 17 4. Names and locations of HMA Supplier facilities to be used.
- 18 5. List of all equipment to be used for paving.
- 19 6. List of personnel and associated job classification assigned to each piece of  
20 paving equipment.
- 21 7. Description (geometric or narrative) of the scheduled sequence of planing  
22 and of paving, and intended area of planing and of paving for each day's  
23 work, must include the directions of proposed planing and of proposed  
24 paving, sequence of adjacent lane paving, sequence of skipped lane paving,  
25 intersection planing and paving scheduling and sequencing, and proposed  
26 notifications and coordinations to be timely made. The plan must show HMA  
27 joints relative to the final pavement marking lane lines.
- 28 8. Names, job titles, and contact information for field, office, and plant  
29 supervisory personnel.
- 30 9. A copy of the approved Mix Designs.
- 31 10. Tonnage of HMA to be placed each day.
- 32 11. Approximate times and days for starting and ending daily operations.
- 33

### 34 **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

35 At least 2 Working Days before the first paving operation and the first planing  
36 operation, or as scheduled by the Engineer for future paving and planing operations  
37 to ensure the Contractor has adequately prepared for notifying and coordinating as  
38 required in the Contract, the Contractor must be prepared to discuss that day's  
39 operations as they relate to other entities and to public safety and convenience,  
40 including driveway and business access, garbage truck operations, Metro transit  
41 operations and working around energized overhead wires, school and nursing home  
42 and hospital and other accesses, other contractors who may be operating in the  
43 area, pedestrian and bicycle traffic, and emergency services. The Contractor, and  
44 Subcontractors that may be part of that day's operations, must meet with the  
45 Engineer and discuss the proposed operation as it relates to the submitted planing  
46 plan and paving plan, approved traffic control plan, and public convenience and  
47 safety. Such discussion includes, but is not limited to:

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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.

1 **5-04.3(16) HMA Road Approaches**

2 HMA approaches shall be constructed at the locations shown in the Plans or where  
3 staked by the Engineer. The Work shall be performed in accordance with Section 5-  
4 04.

5  
6 **5-04.4 Measurement**

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

12  
13 Roadway cores will be measured per each for the number of cores taken.

14  
15 Preparation of untreated roadway will be measured by the mile once along the  
16 centerline of the main line Roadway. No additional measurement will be made for  
17 ramps, Auxiliary Lanes, service roads, Frontage Roads, or Shoulders. Measurement  
18 will be to the nearest 0.01 mile.

19  
20 Soil residual herbicide will be measured by the mile for the stated width to the  
21 nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

22  
23 Pavement repair excavation will be measured by the square yard of surface marked  
24 prior to excavation.

25  
26 Asphalt for prime coat will be measured by the ton in accordance with Section 1-  
27 09.2.

28  
29 Prime coat aggregate will be measured by the cubic yard, truck measure, or by the  
30 ton, whichever is designated in the Proposal.

31  
32 Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

33  
34 Longitudinal joint seals between the HMA and cement concrete pavement will be  
35 measured by the linear foot along the line and slope of the completed joint seal.

36  
37 Planing bituminous pavement will be measured by the square yard.

38  
39 Temporary pavement marking will be measured by the linear foot as provided in  
40 Section 8-23.4.

41  
42 Water will be measured by the M gallon as provided in Section 2-07.4.

43  
44 **5-04.5 Payment**

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

3  
4 “HMA Cl. \_\_\_\_ PG \_\_\_\_”, per ton.

5  
6 “HMA for Approach Cl. \_\_\_\_ PG \_\_\_\_”, per ton.

7  
8 “HMA for Preleveling Cl. \_\_\_\_ PG \_\_\_\_”, per ton.

9  
10 “HMA for Pavement Repair Cl. \_\_\_\_ PG \_\_\_\_”, per ton.

11  
12 “Commercial HMA”, per ton.

13  
14 The unit Contract price per ton for “HMA Cl. \_\_\_\_ PG \_\_\_\_”, “HMA for Approach Cl.  
15 \_\_\_\_ PG \_\_\_\_”, “HMA for Preleveling Cl. \_\_\_\_ PG \_\_\_\_”, “HMA for Pavement Repair Cl.  
16 \_\_\_\_ PG \_\_\_\_”, and “Commercial HMA” shall be full compensation for all costs,  
17 including anti-stripping additive, incurred to carry out the requirements of Section 5-  
18 04 except for those costs included in other items which are included in this  
19 Subsection and which are included in the Proposal.

20  
21 “Preparation of Untreated Roadway”, per mile.

22  
23 The unit Contract price per mile for “Preparation of Untreated Roadway” shall be full  
24 pay for all Work described under 5-04.3(4) , with the exception, however, that all  
25 costs involved in patching the Roadway prior to placement of HMA shall be included  
26 in the unit Contract price per ton for “HMA Cl. \_\_\_\_ PG \_\_\_\_” which was used for  
27 patching. If the Proposal does not include a Bid item for “Preparation of Untreated  
28 Roadway”, the Roadway shall be prepared as specified, but the Work shall be  
29 included in the Contract prices of the other items of Work.

30  
31 “Preparation of Existing Paved Surfaces”, per mile.

32  
33 The unit Contract Price for “Preparation of Existing Paved Surfaces” shall be full pay  
34 for all Work described under Section 5-04.3(4) with the exception, however, that all  
35 costs involved in patching the Roadway prior to placement of HMA shall be included  
36 in the unit Contract price per ton for “HMA Cl. \_\_\_\_ PG \_\_\_\_” which was used for  
37 patching. If the Proposal does not include a Bid item for “Preparation of Untreated  
38 Roadway”, the Roadway shall be prepared as specified, but the Work shall be  
39 included in the Contract prices of the other items of Work.

40  
41 “Crack Sealing”, by force account.

42  
43 “Crack Sealing” will be paid for by force account as specified in Section 1-09.6. For  
44 the purpose of providing a common Proposal for all Bidders, the Contracting Agency



1 has entered an amount in the Proposal to become a part of the total Bid by the  
2 Contractor.

3  
4 "Pavement Repair Excavation Incl. Haul", per square yard.

5  
6 The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul"  
7 shall be full payment for all costs incurred to perform the Work described in Section  
8 5-04.3(4) with the exception, however, that all costs involved in the placement of  
9 HMA shall be included in the unit Contract price per ton for "HMA for Pavement  
10 Repair Cl. \_\_\_ PG \_\_\_", per ton.

11  
12 "Asphalt for Prime Coat", per ton.

13  
14 The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for  
15 all costs incurred to obtain, provide and install the material in accordance with  
16 Section 5-04.3(4).

17  
18 "Prime Coat Agg.", per cubic yard, or per ton.

19  
20 The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full  
21 pay for furnishing, loading, and hauling aggregate to the place of deposit and  
22 spreading the aggregate in the quantities required by the Engineer.

23  
24 "Asphalt for Fog Seal", per ton.

25  
26 Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.

27  
28 "Longitudinal Joint Seal", per linear foot.

29  
30 The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full  
31 payment for all costs incurred to perform the Work described in Section 5-04.3(12).

32  
33 "Planing Bituminous Pavement", per square yard.

34  
35 The unit Contract price per square yard for "Planing Bituminous Pavement" shall be  
36 full payment for all costs incurred to perform the Work described in Section 5-  
37 04.3(14).

38  
39 "Temporary Pavement Marking", per linear foot.

40  
41 Payment for "Temporary Pavement Marking" is described in Section 8-23.5.

42  
43 "Water", per M gallon.

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Payment for “Water” is described in Section 2-07.5.

“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.

“Roadway Core”, per each.

The Contractor’s costs for all other Work associated with the coring (e.g., traffic control) shall be incidental and included within the unit Bid price per each and no additional payments will be made.

“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.

**END OF DIVISION 5**

1 **DIVISION 7**  
2 **DRAINAGE STRUCTURES, STORM SEWERS, SANITARY**  
3 **SEWERS, WATERMAINS AND CONDUITS**

4  
5 **SECTION 7-04, STORM SEWER**

6  
7 **7-04.2 Materials**

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

*Supplement*

9  
10 SUPPLEMENT this Section with the following:

11  
12 The HDPE material shall be solid wall High Density Polyethylene (HDPE) Pipe.  
13 HDPE pipe and fittings shall meet the requirements in the AASHTO M326  
14 Specification.

15  
16 HDPE Pipe shall be Solid Wall DR21, minimum wall thickness of 0.49 inches for  
17 12 In HDPE and minimum wall thickness of .615 for 16 In HDPE. Joints shall be  
18 welded by butt fusion per 9-05.23. Completed connection shall exhibit a pull-out  
19 strength of 15,000 lbs. or greater without changing the OD or the ID of the liner  
20 pipe.

21  
22  
23 **7-04.3 Construction Requirements**

24 (\*\*\*\*\*)

*Supplement*

25  
26 SUPPLEMENT this Section with the following:

27  
28 Testing of the installed HDPE liner pipe for leaks shall be per the manufacturer's  
29 recommendations.

30  
31 **7-04.5 Payment**

32 (\*\*\*\*\*)

*Supplement*

33  
34 SUPPLEMENT this Section with the following:

35  
36 The unit contract price per linear foot for "High-Density Polyethylene (HDPE)  
37 Pipe \_\_\_ In. Diam." shall be full pay for all labor, tools, materials, and equipment  
38 necessary to complete the installation of the storm sewer including, but not  
39 limited to, laying and fused jointing pipe and fittings, bends, fused flange  
40 assembly, above grade anchors, below grade anchors, vent/access bend,  
41 approved couplings and adaptors, hand grading or placing of bedding material  
42 per the plans, and cleanup as shown in the Plans.

43  
44 The unit contract price per linear foot for "Energy Dissipater (HDPE) Tee" shall  
45 be full pay for all labor, tools, materials, and equipment necessary to complete  
46 the installation of the energy dissipater including, but not limited to, laying and  
47 fused jointing pipe and fittings, bends, fused flange for Tee connection, materials  
48 and installation of anchoring assembly and cleanup as shown in the Plans.

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**7-05.2 Materials**  
(\*\*\*\*\*)

*Supplement*

SUPPLEMENT this Section with the following:

All catch basin grates shall conform to City of Newcastle drawings, and shall include the stamping "OUTFALL TO STREAM, DUMP NO POLLUTANTS" and "PROPERTY OF CITY OF NEWCASTLE". Lids shall be the bolt down and locking type as shown on the Plans.

**END OF DIVISION 7**

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**DIVISION 8  
MISCELLANEOUS CONSTRUCTION**

**SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL**

**8-01.5 Payment**  
(\*\*\*\*\*)

*Supplement*

SUPPLEMENT this Section with the following:

The unit contract price per Lump Sum for "Erosion Control and Water Pollution Prevention" shall be full pay for all labor, material and equipment necessary installation, maintenance and removal of all BMPs. Including but not limited, constructions entrance, tree protection, and trunk wrap details as shown in the plans.

**SECTION 8-02, Roadside Restoration**

**8-02.3(4) Topsoil**  
(\*\*\*\*\*)

*Replacement*

REPLACE this section and replace it with the following:

Topsoil shall not be worked or placed when the ground or topsoil is frozen, or excessively wet.

The Contractor shall protect topsoil stockpiled for project use to prevent erosion and weed growth. Weed growth on topsoil stockpile sites shall be immediately eliminated in accordance with Section 8-02.3(3)C.

Topsoil of the type specified shall be evenly spread over the specified areas to the depth shown in the Plans or as otherwise ordered by the Engineer. Topsoil depths greater than 6 inches shall be placed in lifts no more than 6 inches in depth. After the topsoil has been spread, all large clods, hard lumps, and rocks 2 inches in diameter and larger, and litter shall be raked up, removed, and disposed.

**8-02.3(4)A Topsoil Type A**  
(\*\*\*\*\*)

*Replacement*

REPLACE this section and replace it with the following:

Topsoil Type A shall be Cedar Grove 3-way topsoil, or approved equal. The Contractor shall submit a certification by the supplier that the contents of the Topsoil meet these requirements.

**8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation**  
(\*\*\*\*\*)

*Supplement*

1 SUPPLEMENT this Section with the following:  
2

3 After initial area weed control, and grading, are completed, all disturbed areas shall be  
4 covered with compost, unless otherwise noted in the plans.  
5

6 Compost shall not be placed when a condition exists, such as frozen or water  
7 saturated soil that may be detrimental to successful application, incorporation, or soil  
8 structure.  
9

10 The Contractor shall notify the Engineer a minimum of five working days prior to the  
11 start of compost work.  
12

13 Compost shall be uniformly and evenly placed on all disturbed areas, including areas  
14 called out to be seeded at a depth of \*\*\* 3\*\*\* inches.  
15

16  
17 **8-02.4 Measurement**

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

*Supplement*

19  
20 SUPPLEMENT this Section with the following:

21 Topsoil Type A will be measured by the cubic yard, installed.  
22

23 Course Compost will be measured by the cubic yard, installed.  
24

25  
26  
27 **8-02.5 Payment**

28 (\*\*\*\*\*)

*Supplement*

29  
30 SUPPLEMENT this Section with the following:

31  
32 The unit Contract price per cubic yard "Topsoil Type A" shall be full pay for furnishing  
33 and spreading soil.  
34

35 The unit Contract price per cubic yard "Course Compost" shall be full pay for furnishing  
36 and spreading compost.  
37

38  
39 **SECTION 8-05, EXISTING RAILROAD TIE WALL AND STEPS**

40 (\*\*\*\*\*)

*New*

41  
42 Existing railroad tie wall and steps shall be removed/relocated prior to trenching work.  
43

44 All railroad tie walls and steps noted in the Drawings must be salvaged or replaced in-  
45 kind with new material. Railroad ties damaged during construction must be replaced  
46 in-kind at no additional cost to the Project.  
47

48  
49 **8-05.1 Measurement**

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

*New*

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Existing Railroad Tie Wall and Steps will be measured by the Lump Sum.

**8-05.2 Payment**  
(\*\*\*\*\*)

*New*

The unit Contract price per Lump Sum “Existing Railroad Tie Wall and Steps” shall be full pay for removing, relocating, storing and replacing existing railroad ties.

**SECTION 8-24, ROCK AND GRAVITY BLOCK WALL AND GABION CRIBBING**

**8-24.5 Payment**  
(\*\*\*\*\*)

*Supplement*

SUPPLEMENT this Section with the following:

The unit contract price per cubic yard for “ Gabion Cribbing” shall be full pay for all labor, tools, materials, and equipment necessary to complete the installation of the gabion cribbing, including but not limited to, material and placement cost of aggregates to create a level surface for cribbing per details shown on the plans.

**END OF DIVISION 8**

# **PART 6**

## **APPENDIX**



## **APPENDIX A**

### **WASHINGTON STATE PREVAILING WAGE RATES**

To find applicable wage rates please follow the following steps:

1. Access the L & I website at:  
<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>
2. Look up applicable wages/benefit codes using the bid submittal deadline for this project
3. This project is located in King County.
4. A copy of the applicable prevailing wage rates for this project are available for review at Newcastle City Hall, 12835 Newcastle Way, Suite 200, Newcastle, WA 98056-1316. Upon request, a hard copy will be mailed to the requesting bidder.