

PROJECT MANUAL
PSC Employee and ARFF Parking Lot Improvement Project

Tri-Cities Airport

3601 N 20th Ave, Pasco, WA 99301



June 2026
Issued for Construction

Prepared by:



MacKay Project No. 10440

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Port of Pasco INVITATION FOR BIDS Small Works Roster

Notice to Contractors: The Port of Pasco requests your proposal to furnish labor, equipment, and material to accomplish the project: PSC Employee and ARFF Parking Lot Improvement Project.

Instructions: Please submit your proposal by mail or by hand not later than **2:00 PM. PST, June 23, 2026**. Bids shall be mailed, or delivered to the Deputy Director, Port of Pasco, Tri-Cities Airport 3601 N 20th Ave, Pasco, WA 99301. Questions may be directed to Don Faley, Ph. 509.547.3378. Plans and specifications may be examined or obtained at the Port of Pasco Administrative office at the address listed above or at the Port's web site, www.portofpasco.org under "Work with Us". Contractors must be on the Port's Small Works Roster to be eligible for bidding on this project. Small Works Roster applications are available on the Port's web site, www.portofpasco.org.

Bid Opening: Bids will immediately be publicly opened and read aloud on the submittal time and date listed above. Bids received after the time for opening cannot be considered.

Bid Award: Opened proposals will be submitted to the Board of Commissioners of the Port of Pasco at the next regular meeting. It is anticipated an award will be made within one week after the presentation to the Board of Commissioners. The work will be awarded to, and a contract negotiated with the lowest responsible bidder or the bid judged to be in the best interest of the Port of Pasco. The successful bidder shall have 10 days after receipt of the Notice of Award to execute the Agreement and furnish required bonds and proof of insurance.

Start Date and Contract Time: Work will begin within 10 days after the execution of the contract, and project shall reach Physical Completion within 45 calendar days of start of work. Contractor shall give Port a minimum of two weeks' notice prior to start of work for notifying tenants.

Pre-Bid Walk-Through: A pre-bid meeting for the project will be held at the Pasco Airport, 3601 N 20th Ave, Pasco, WA 99301, **June 9, 2026, at 10:00 AM**. A walk-through of the project site will be conducted at the pre-bid meeting.

Bid Proposal Form: Proposals shall be prepared on the standard proposal form attached. The bidder shall make no stipulation on the bid form, nor qualify the bid in any manner. The proposal shall be placed in a sealed envelope marked in the lower left corner with "PSC Employee and ARFF Parking Lot Improvement Project". Please place name of company on front of envelope as well.

Bid Comparisons : Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between figures and numbers written as words shall be resolved in favor of the numbers written as words.

Bid Hold: No Bid may be withdrawn for a period of four weeks after the bid date.

Bid Guarantee: A certified check, cashier's check or bid bond made payable to the Port of Pasco for an amount equal to at least 5% of the total base bid amount shall accompany each bid.

Performance & Payment Bond: The Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price, as required by R.C.W. 39.08, upon execution of a contract. These bonds shall remain in effect until one year after the date when final payment becomes due. In lieu of the said performance and payment bonds, and in the event the contract is for an amount less than \$150,000.00, the Contractor may elect to have the Port retain 10% of the contract amount for a period of forty five (45) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, Department of Labor and Industries, and the settlement of liens filed under Chapter 60.28 R.C.W., whichever is later. Retained amounts will be held by the Port unless Contractor submits a written request to invest the deposit retainage in accordance with applicable law.

Agreement: Successful bidder will execute the attached Agreement between the Port of Pasco and the Contractor.

Right of the Port to Accept or Reject Bids: The Port of Pasco reserves the right to reject any or all bids, to waive any informalities or irregularities in any bid, or in the bidding, and to accept or reject any bid for reasons based solely on considerations for the best interests of the Port of Pasco.

GENERAL CONDITIONS:

Insurance: The Contractor shall purchase and maintain such insurance as will protect it from claims arising out of Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable (per Title 48 of the R.C.W.). Said insurance shall include provisions applying to:

- A. Claims under workman's compensation, disability benefit and other similar employee benefit acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage;
- C. Claims for damages because of bodily injury, sickness or disease, or death of person other than its employees, and claims insured by usual personal injury liability coverage; and
- D. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

The insurance required by this paragraph shall be written for not less than:

- A. Commercial General Liability and Contractual Liability Insurance; written on an Occurrence form, and include Premises and Products/Completed Operations; Employers Liability.

Combined Single Limit per Occurrence \$1,000,000

General Aggregate \$2,000,000

- B. Commercial Auto Liability; including all Owned, Non-Owned, and Hired Autos:

Combined Single Limit per Occurrence	\$1,000,000 each Accident including Bodily Injury and Property Damage Liability
C. <u>Workers Compensation</u>	Statutory Requirements
D. <u>Excess/Umbrella</u>	\$1,000,000 Each Occurrence

All such insurance policies shall be issued by a reputable insurance company satisfactory to Port; authorized to do business in the State of Washington and rated A- or better by A. M. Best Company. The insurance company and its agent shall be licensed with the State of Washington Insurance Commissioner per Title 48 of the RCW of Washington.

The policy of Commercial General Liability shall 1) name the Port as an Additional Insured for both "ongoing" and "completed operations", and shall include coverage for the Port's officers, directors, partners, employees, agents, and consultants and 2) be primary coverage for both Defense and Indemnity and Non-Contributory with any insurance maintained by Port, and shall provide for a Waiver of Subrogation rights as to the Port.

Evidence of Insurance shall be filed with the Port prior to the execution of the agreement, which documents that policies providing such coverage and limits of insurance are in full force and effect in a form acceptable to the Port. Attach appropriate endorsement forms evidencing required additional insured parties. Thirty (30) days advance notice shall be given in writing to the PORT prior to cancellation, termination or alteration of said policies of insurance. The insurance company and its agent shall be licensed with the State of Washington Insurance Commissioner per Title 48 of the RCW of Washington.

Warranty: Standard one year Contractors Guarantee covering the work performed and Manufacturers' Warranty on material, and warranties as otherwise listed in these specifications. Copies of all such warranties to be furnished to the Port of Pasco.

Cancellation of Contract for Violation of Port Policy: This contract pursuant to R.C.W. 49.28.050 and 49.28.060 may be cancelled by the officers or agents of the Port authorized to contract for or supervise the execution of such work, in case such work is not performed in accordance with the policy of the Port relating to such work.

Prevailing Wage: The hourly wages paid to laborers, workmen or mechanics shall not be less than the prevailing rate of wage, R.C.W. 39.12.020. No worker may be paid less than the specified hourly rate. Contractor will submit Intent to Pay Prevailing Wages, Affidavit of Wages Paid, and Request for Release to the Department of Labor and Industries at appropriate times.

The Washington State Prevailing Wage Rates for Public Works Contracts, Franklin County, effective March 4, 2026, is a part of this Invitation and may be accessed from the following website <https://secure.lni.wa.gov/wagelookup/wageCorrection/wageupdatepublication.aspx?PubCtlId=205>. A copy is also available for viewing at the Port of Pasco office, 1110 Osprey Pointe Blvd, Suite 201, Pasco, WA 99301, and can be mailed upon request.

Retainage: Retainage of 5% will be administered in accordance with R.C.W. 60.28 when contractor elects to furnish a performance and payment bond for the project when all requirements are met. If

contractor elects not to furnish a performance and payment bond on the project of \$150,000 or less, retainage of 10% will be withheld until requirements of R.C.W. 60.28 are met.

**Bidder
Responsibility
Criteria**

It is the intent of Owner to award a contract to the lowest, responsible bidder. In accordance with RCW 39.04.350, before award of a public works contract, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

- A. Have a current certificate of registration as a contractor at the time of bid submittal, in compliance with chapter 18.27 RCW. In addition, per RCW 39.06.010(1), all electrical and elevator contractors must also be licensed, which must have been in effect at the time of bid submittal;
- B. Have a current Washington Unified Business Identifier (UBI) number;
- C. If applicable:
 1. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW, unless self insured;
 2. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 3. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 4. Have a Federal Employer Identification number (EIN or Federal Tax ID number)
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;
- F. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption;
- G. Within the three year period immediately preceding the date of the bid solicitation, not have been determined by a final binding citation and notice of assessment issued by

the Department of Labor and Industries or through a civil judgement 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. This requires the successful bidder to submit to the municipality a signed acknowledged statement under oath verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement set forth under this number.

- H. In accordance with RCW 39.06, a public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria and possesses an electrical contractor license if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

INSTRUCTIONS TO BIDDERS

1. Standard Specifications

The Standard Specifications for the municipal Public Works Construction, as prepared by the Washington Department of Transportation 2025 Standard Specifications for Road, Bridge, and Municipal Construction hereinafter referred to as "Standard Specifications" hereby references are made a part of this contract as amended by the WSDOT and the APWA general special provisions as indicated and supplemented by the "Special Provisions." Copies of the Standard Specifications are available for review and inspection at the office of the Engineer. Copies may be found online at <https://www.wsdot.wa.gov/publications/manuals/fulltext/m41-10/ss2025.pdf> or may be purchased from:

Washington State Department of Transportation (WSDOT)
Engineering Publications
Post Office Box 47408
Olympia, WA. 98504-7408

Any reference to the 20XX Standard Specifications for Road, Bridge and Municipal Construction shall read 2025 Standard Specifications for Road, Bridge, and Municipal Construction.

2. Explanations to Prospective Bidders

Any prospective bidder desiring an explanation or interpretation of the solicitation documents, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the time for submission of bids. All requests shall be submitted in writing and received by 2:00pm on June 23, 2026. Please direct all questions or requests to:

MacKay
ATTN: Russ Chrisman
1110 Osprey Point Blvd, Suite 105
Pasco, WA 99301
Email: rchrism@gomackay.com

Oral explanations or instructions given before the opening of bids will not be binding. Any information provided to a prospective bidder during the bid preparation stage will be promptly furnished to all other prospective bidders as an addendum to the solicitation if that information is necessary in submitting bid offers or if the lack of it would be prejudicial to other prospective bidders.

3. Examination of Plans, Specifications, and Site

Bidders must inform themselves of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

4. Qualification of Bidders

All bidders must be qualified in accordance with Pasco Municipal Code (PMC) Chapter 14.15 'Qualification for Public Works Construction' as well as meet the mandatory bidder responsibility criteria in RCW 39.04.350(1). The Port reserves the right to reject any bid of such bidder who is not eligible to perform services as governed by PMC 14.15, who has not met the mandatory bidder responsibility criteria from RCW 39.04.350(1).

5. Water

If City water is used for any work related to this project, a Fire Hydrant Meter and Gate Valve will be furnished by the City of Pasco to be used specifically for this project. The Contractor shall be charged per the City fee structure. Any water used for this project shall be considered incidental to construction and will be paid per WSDOT Standard Specification 2-07.5. The Contractor shall not operate the hydrant as a gate valve, nor shall the Contractor be allowed to operate any other Port of Pasco/City owned valve. The Contractor shall provide the necessary back flow prevention device when connecting to the water service. The Fire Hydrant Meter requirements and the Fire Hydrant Meter Application are available at the Customer Service Window and the Engineering Department.

There shall be no specific measurement and payment for the use of water. All payments necessary to meet the requirements of this provision shall be considered incidental to the work and included in the Contract price.

6. Proposal Quantities

The quantities shown in the Bid Schedules are approximate for comparing bids, and no claim shall be made against the Port of Pasco for excess or deficiency therein. Actual or relative payment at the above prices agreed upon will be in full for the completed work and will cover materials, supplies, labor, tools, machinery, and all other expenditures incidental to satisfactory compliance with the contract unless otherwise specifically provided. In the event of discrepancy between the prices quoted in the proposal the unit price shall control. The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the contract documents.

7. Preparation of Proposal

Bidders are expected to examine the drawings, specifications, bid documents, proposed contract forms, terms and conditions, and all other instructions and solicitation documents. Bidders are expected to visit the job site to determine all requirements and conditions that will affect the work. Failure to do so will not relieve a bidder from responsibility to know what is contained in this invitation for bid, or site conditions affecting the work.

The bidder certifies that it has checked all of its figures and understands that the Port of Pasco will not be responsible for any errors or omissions on the part of the bidders in preparing its bid.

All items, (unless the invitation specifically states otherwise) including any additive or deductive alternates on the bid schedule, **must** be completely filled out or the bid will be determined non-responsive and ineligible for consideration for award.

The bidder declares that the person or persons signing this bid is/are authorized to sign on behalf of the firm listed and to fully bind the bidder to all the requirements of the solicitation.

The bidder certifies that no person or firm other than the bidder or as otherwise indicated has any interest whatsoever in this bid/offer or the Contract that may be entered into as a result of this bid/offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

By submitting a bid, the bidder certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this bid.

If there is a discrepancy between the unit price and the total price, the unit price shall be used to determine the applicable total. **Bidders are responsible for including profit, and overhead associated with the project when determining their unit prices.**

Bidders are solely responsible for the cost of preparing their bids.

8. Submission of Bid Proposal

Bidders shall submit their proposal upon the forms contained in the Project Manual. Bidders shall submit the forms listed on the Bidder's Checklist, executed in full as required, with the bid. Bids must be submitted in a sealed envelope and addressed to the Tri-Cities Airport, 3601 N. 20th Avenue, Pasco, Washington, 99301 and marked as follows:

Airport Name and Project: PSC Employee and ARFF Parking Lot Improvement Project

Due Date & Time: Tuesday, June 23, 2026, 2:00 PM, local time in the Port of Pasco, Tri-Cities Airport, 3601 N. 20th Avenue, Pasco, WA

Company Name and Address: _____

Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of offers and then resealed.

If submission is made via mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified.

Bidder shall submit in its sealed and marked envelope, one copy of its bid, signed in ink, and, if applicable, one original copy of the bid guarantee as defined under Item 8.

Date/Time: Bids shall be received on or before: November 10, 2:00 PM (according to the wall clock in the terminal). Late bids will not be accepted.

a. Bids received in the location designated under Item 8 above, after the exact time set for opening, are considered "late bids", and will not be accepted by the Bid Opening Official. Bidders are solely responsible for ensuring their bids arrive on time and to the place of bids specified in the Invitation for Bid.

b. The Port will not consider a late bid or late modification of bid unless received prior to contract award and –

(1) There is conclusive evidence that the bid was submitted to the office designated in Item 7 above, on time and was mishandled by the Tri-Cities Airport (i.e., lost or misplaced) staff responsible for handling/receiving bids. Mishandling by other units or offices at the Tri-Cities Airport does not constitute airport staff.

Or – it was the only bid received.

9. Bid Guarantee

The Bidder is required to furnish a bid guarantee in the form of cashier's check, certified check, cash, or a bid bond (Surety bond) acceptable to the Port of Pasco in the sum equal to at least 5% of the total Bid amount of the Proposal payable without condition to the Port. The Bid bond shall be submitted using the form in Division 2 of the solicitation.

The Bid guarantee shall guarantee that the bid will not be withdrawn or modified after the time set for the receipt of bid offers, and if accepted, that the person, firm or corporation submitting same shall within 10 calendar days after being notified of the acceptance of its bid offer, enter into a Contract and shall, within said time, furnish the required bonds and all insurance certificates called for under this invitation for bid.

In the event the bidder whose bid offer is accepted fails to enter into the contract and/or furnish the proper bonds, its certified check, cashier's check, cash, or bid bond (Surety bond) will be forfeited in full to the Port of Pasco.

10. Withdrawal or Revision of Proposal

Any bidder may withdraw or modify a proposal by written communication at any time prior to the scheduled closing time for receipt of bids, providing such communication is received by the Owner prior to the closing time.

11. Opening of Proposals

Bids will be opened, and read, publicly at the Tri-Cities Airport Administration Office located inside the passenger terminal building, 3601 N. 20th Ave., Pasco, Washington, 99301, on June 23, 2026 at 2:00 PM.

12. Award of Contract

The Port of Pasco intends to award a contract resulting from this solicitation to the lowest, responsive, responsible bidder, whose offer, conforming to the solicitation, will be most advantageous to, and in the best interest of, the Port of Pasco, cost or price and other factors considered.

- a. In addition to other factors, bid offers will be evaluated on the basis of advantages and disadvantages to the Port of Pasco that might result from offers received.
- b. The Port of Pasco reserves the right to reject any or all proposals and to waive informalities and/or irregularities in the bid offer.
- c. The apparent low bidder will be determined based on the low sum total of the base bid.
- d. Any additive(s), as selected by the Port of Pasco, may also be awarded to the apparent low bidder.
- e. The ability to award any resultant contract will be subject to the review and approval of the Port of Pasco Commission.

13. Wage Rates

This project is subject to the provisions of the Washington State Public Works Law. The Contractor and every subcontractor on the project must pay the Washington State prevailing wage rates for the project. The performance of any part of this contract shall be in accordance with the provisions of Chapter 39.12 RCW and to RCW 49 as amended, included in this specification. The Contractor must submit the Intent and Affidavit forms, approved by the Department of Labor and Industries. Intent forms must be filed prior to the start of work, if possible. Affidavits are filed after completion of the work. The Port may not make any payments where the Contractor and all sub-contractors have not submitted the approved Intent form; nor may not release retainage until the Contractor and all sub-contractors have submitted the approved Affidavit forms and all required contract documentation has been received, including lien releases from DOR, ESD, and L&I. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this contract will be performed are as determined by the Industrial Statistician of the Department of Labor and Industries.

State of Washington Department of Labor Wage Rates are applicable for this project. In as much as the Contractor will be held responsible for paying the prevailing wages, it is imperative that all Contractors familiarize themselves with the current wage rates before submitting Bids based on these specifications. All Certified Payrolls must be received with 10 days of the payroll date for each week in which work was performed. For those weeks where no work was performed a No Work Performed (NWP) notice must be received within 10 days of the week ending. Payments will not be made unless all Certified Payrolls or NWP have been received from the Contractor and subcontractors and an Intent to Pay Prevailing Wage has been filed and approved. Bidders shall include in the Bid any filing fees required to comply with the applicable labor laws.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as amended.

14. Sales Tax

Bidders shall include in their proposals, State and local sales tax of 8.9 percent, as provided on the bid proposal.

DIVISION 2 – Proposal Forms

Port of Pasco
BIDDERS'S CHECKLIST

The bidder's attention is especially called to the following forms which must be completed in full as required and submitted collectively as the bid proposal package:

- ___ 1. **Proposal Form**- Each bidder shall complete the bid proposal in its entirety and sign.
- ___ 2. **Bid Schedule**: Each bidder shall complete the bid schedule in its entirety. Prices in the bid schedule must be shown in the spaces provided and must be expressed in both words and figures. Where conflict occurs, written or typed words shall prevail.
- ___ 3. **Bid Bond**- Surety bond or Cashier's Check. The amount of the bid bond shall not be less than five percent (5%) of the total amount of the bid.
- ___ 4. **Addenda**- All Addenda shall be acknowledged and dated in the bid schedule and included in sealed bid.
- ___ 5. **Certification of Compliance with Wage Payment Status**. Certification of Compliance with Wage Payment Status form shall be completed, signed and included in sealed bid.
- ___ 6. **Equal Employment Opportunity Report Statement**: Each bidder shall complete the form in its entirety.
- ___ 7. **Sealed Envelope**- Proposals shall be prepared on the standard proposal form attached. The proposal shall be placed in a sealed envelope marked in the lower left corner with "Proposal for *Job Name*". Please place name of company on front of envelope as well. See bidder instructions for further information.

The following forms shall be executed and submitted within ten (10) calendar days after Notice of Award.

- ___ 1. **Contract**- To be executed by the successful bidder.
- ___ 2. **Payment and Performance Bonds**- Separate performance and payment bonds shall be completed on Standard AIA bond forms by Contractor's Surety and submitted with Contractor executed Contracts.
- ___ 3. **Certificate of Insurance**- Contractor shall furnish Certificate of Insurance and all applicable Endorsements naming the Port of Pasco as additional insured on its Commercial General Liability and Automobile Liability Policies per General Instructions under Insurance in bid specifications Instructions to Bidders.
- ___ 4. **Construction Schedule**- To be submitted by Contractor prior to scheduled Pre-Construction meeting.
- ___ 6. **List of Subcontractors**- To be submitted by Contractor with executed Contract.
- ___ 7. **Contractor's W-9**- To be submitted by Contractor with executed Contract.

The following shall be filed prior to Notice to Proceed.

1. Statement of Intent to Pay Prevailing Wages- To be filed immediately by the Prime Contractor after Contract is awarded and before work begins and subsequently by all those providing labor on the project.

PROPOSAL FORM

Small Works Contract

To: Port Of Pasco
1110 Osprey Pointe Blvd, Suite 201
P O Box 769
Pasco, WA 99301

Project: PSC Employee and ARFF Parking Lot Improvement Project

Submitted By: _____
(Full Name)

Signature Date

(Address)

(City, State and Zip Code)

(Phone Number)

Title: _____

(State of Washington Contractor's Registration Number
Or Contractor UBI Number)

BIDDER'S DECLARATION AND UNDERSTANDING

1. The undersigned hereby certifies that they have examined the form of contract, plans and specifications and other associated Contract Documents for the improvement of PSC Employee and ARFF Parking Lot Improvement Project. The undersigned further certifies that he/she has examined the site of the work, has determined for himself/herself the conditions affecting the work and subject to acceptance of the proposal, agrees to provide at his/her expense, all labor, insurance, superintendence, machinery, plant, equipment, tools, apparatus, appliances, and means of construction, and all materials and supplies complete the entire work, including work incidental thereto, in conformance with the plans, specifications, and associated contract documents.
2. The undersigned acknowledges that the Contract Documents consist of the Invitation for Bid, Instruction to Bidders, all Proposal Forms contained under Division 2, all issued Addenda, all Contract Forms contained under Division 3, City of Pasco Construction Standards, Special Provisions, Wage Rates, and Plans.
3. The undersigned, in compliance with your Invitation for Bids, hereby proposes to do the work called for in said contract and specifications and shown on said plans and to furnish all materials, tools, labor, and all appliances and appurtenances necessary for the said work at the rates and prices shown on the bid form.
4. The undersigned understands that the above quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating the bids.

BID SCHEDULE

Offer: Furnish labor, equipment, and material, to complete "PSC Employee and ARFF Parking Lot Improvement Project" according to the specifications and other descriptive documents, for the amount of (including Washington Sales Tax):

SCHEDULE OF PRICES

Unit prices for all items, all extensions, and total amount of bid must be shown.

ALL ENTRIES SHALL BE IN INK OR TYPED TO VALIDATE BID.

ITEM	PAY ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Schedule A - Road and Storm						
1	SS 1-04.4(1)	1	CALC	Minor Changes	\$ 5,000.00	\$ 5,000.00
2	SP 1-05.4	1	LS	Construction Survey and Staking	\$	\$
3	SP 1-06.8	1	LS	Material Testing	\$	\$
4	SS 1-09.7	1	LS	Mobilization	\$	\$
5	SP 2-01.5	1	LS	Clearing and Grubbing	\$	\$
6	SP 2-02.5	1	LS	Removal of Structures and Obstructions	\$	\$
7	SP 8-01.5(1)	1	LS	Erosion Control and Water Pollution Control	\$	\$
8	SS 8-04.5	251	LF	Cement Conc. Traffic Curb and Gutter	\$	\$
9	SS 8-04.5	74	LF	Cement Conc. Traffic Curb	\$	\$
10	SP 8-04.5	3	EA	Concrete Parking Stop	\$	\$
11	SP 6-02.5	188	SY	Commercial Concrete Slab	\$	\$
12	SS 4-04.5	47	TON	Crushed Surfacing Top Course	\$	\$
13	SS 4-04.5	262	TON	Crushed Surfacing Base Course	\$	\$
14	SP 5-04.5	194	TON	HMA CL. ½" PG 64S-28	\$	\$
15	SP 7-04.5	19	LF	ADA Compliant Trench Drain and Grate	\$	\$
16	SP 8-22.5	8	EA	Plastic Traffic Arrow	\$	\$
17	SS 8-22.5	133	LF	Paint Line (White 4" Continuous Line)	\$	\$
18	SP 8-32.5	1	LS	Salvage and Relocate Existing Flagpole and Accent Lights	\$	\$
19	SP 8-33.5	1	LS	Salvage and Relocate Existing Entrance Gate Arm and Card Reader	\$	\$
SUBTOTAL BASE BID (SCHEDULE A)					\$	\$
WA Sales Tax (8.9%)					\$	\$
TOTAL BASE BID (SCHEDULE A)					\$	\$

GRAND TOTAL: BASE BID (SCHEDULE A)	\$
---	----

Total Bid (Schedule A)	(use words)		dollars
------------------------	-------------	--	---------

THE UNDERSIGNED ALSO DECLARES AND AGREES AS FOLLOWS:

1. It is understood that the schedule of minimum wage rates, as established by the Secretary of Labor and included in the Specifications, are to govern on this project, and the undersigned certifies that s/he has examined this schedule of wage rates and that the prices bid are based on such established wage rates.
2. It is the policy of the Port of Pasco to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Port of Pasco encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
3. The undersigned agree upon written notice of the acceptance of this bid, that within 10 days after the award, that s/he will execute the contract in accordance with the bid as accepted and give contract (Performance and Payment) bond on attached forms within 10 days after the prescribed forms are presented for signature.
4. The undersigned further agrees that if awarded the contract, s/he will commence the work within 10 calendar days after the receipt of a notice to proceed and that s/he will complete the work for the bid schedules within the allowed construction time identified under the Special Provisions or Bid Invitation. An extension of time may be allowed when extra or additional work is ordered by the engineer. Liquidated damages shall be in accordance with Division 4.
5. As an evidence of good faith in submitting this proposal, the undersigned encloses a bid guarantee in the amount of 5% of the TOTAL BID (including all schedules, additives, and sales tax) which, in case the undersigned refuses or fails to accept an award and to enter into a contract and file the required bonds within the prescribed time, shall be forfeited to the Port of Pasco, Pasco, Washington, as liquidated damages.
6. The undersigned hereby declares that the only parties interested in this proposal are named herein, that this proposal is made without collusion with any other person, or corporation. That no member of the council, officer or agent of Port of Pasco, is directly or indirectly financially interested in this bid.
7. The undersigned acknowledges receipt of the following Addendums:
 Addendum No. _____ Date Received _____
 Addendum No. _____ Date Received _____
 Addendum No. _____ Date Received _____
 Addendum No. _____ Date Received _____
 Addendum No. _____ Date Received _____

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call: 1-800-424-9071

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

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

SIGNATURE OF BIDDER:

(Seal if Bid is By Corporation)

SUBMITTED ON (DATE) _____

BIDDERS SIGNATURE _____

TYPED NAME AND TITLE _____

COMPANY NAME _____

MAILING ADDRESS _____

TELEPHONE _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____ as Principal, hereinafter called Contractor, and _____, licensed to do business as such in the State of Washington, as Surety, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto Port of Pasco, Pasco, Washington, as Obligee, in the penal sum of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS,
The Contractor has submitted to the Obligee, a contract bid dated the _____ day of _____ for the following contract:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor bid is accepted by the Obligee and the Contractor is awarded the contract in whole or in part, the Contractor shall enter into the Contract with the Obligee in accordance with the terms of such bid, give such Payment and Performance Bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of failure of the Contractor to enter such Contract and give such bond or bonds, if the Contractor shall promptly pay the Obligee the amount of this bond as set forth herein above, then the obligation shall be null and void, otherwise this obligation will remain in full force and effect.

IN WITNESS WHEREOF, the above parties have executed this instrument, the _____ day of _____, 20____.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture _____
(Signature of sole proprietor or general partner)

B. Corporation _____
Name of Corporate Principal

Attest: _____
Secretary (affix seal)

By _____

SIGNATURE OF SURETY

Name and address of Corporate Surety

By _____ (seal)
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____

ADDENDUM NUMBER 1

**PSC Employee and ARFF Parking Lot Improvement Project
_June 5, 2026**

Bids Due: 2:00 PM, June 23, 2026

The following addendum is hereby issued and made a part of the specifications for PSC Employee and ARFF Parking Lot Improvement Project.

- 1) Revised Bid Due Date, June 23, 2026, 2:00 pm
- 2) Revised Construction Drawings, All Sheets
- 3) Revised Special Provisions
- 4) Revised Bid Schedule

NOTICE is hereby given that this addendum must be acknowledged with Addendum Number and Date received on the Bid Schedule and enclosed with the sealed bid for the PSC Employee and ARFF Parking Lot Improvement Project as evidence that the bidder has familiarized himself with all changes incorporated herein.

Don Faley
Deputy Director



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (June 5, 2026), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

**** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.***

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT

Each bidder shall complete and sign the Equal Employment Opportunity Report Statement. A bid may be considered unresponsive and may be rejected, in the Port of Pasco's sole discretion, if the bidder fails to provide the fully executed statement or fails to furnish the required data. The bidder shall also, prior to award, furnish such other pertinent information regarding its own employment policies and practices as well as those of its proposed subcontractors as the Port of Pasco, or the Executive Vice Chairman of the President's Committee may require.

The bidder shall furnish similar statements executed by each of its first-tier and second-tier subcontractors and shall obtain similar compliance by each subcontractor, before awarding subcontracts. No subcontract shall be awarded to any non-complying subcontractor.

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT

As Required in 41 CFR 60-1.7(b)

The bidder shall complete the following statements by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of the bid:

1. The Bidder has ___ has not ___ developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The Bidder has ___ has not ___ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive order 11246, as amended.
3. The Bidder has ___ has not ___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder does ___ does not ___ employ fifty or more employees.

Date

Signature of Authorized Agent

Company Name

Printed Name of Authorized Agent

SUBCONTRACTOR LIST

Pursuant to RCW 39.30.060, for every invitation to bid that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work, the Bidder shall list as part of its bid in the space provided below either itself or the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW. The Bidder shall ensure that two or more subcontractors are not performing the same scope of work.

The Bidder shall comply with RCW 39.30.060. Failure to comply with RCW 39.30.060 shall render the bidder's bid nonresponsive and, therefore, void.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor	Portion of Work	Address
Subcontractor	Portion of Work	Address
Subcontractor	Portion of Work	Address
Subcontractor	Portion of Work	Address

Bidders are notified that in the opinion of the enforcement agency PVC or metal conduit junction boxes, etc. are considered electrical equipment and must be installed by a licensed electrical contractor, even if the installation is for future use and no wiring or electric current is connected during the project. A licensed electrical contractor must be listed to perform the work.

DIVISION 3 – CONTRACT FORMS

Agreement between Port of Pasco and Contractor

Small Works Contract

THIS AGREEMENT is made on the ____ day of _____, 2026 between the Port of Pasco (hereinafter “the Port”) and the contractor, [CONTRACTOR]., (hereinafter “the Contractor”), who in consideration of the mutual promises contained herein, agree as follows:

ARTICLE 1: The Work

1.1 The Contractor shall perform all the work required by the contract documents identified in Article 5 and by this reference incorporated herein, for the project entitled PSC Employee and ARFF Parking Lot Improvement Project.

ARTICLE 2: Time of Commencement and Completion

2.1 The work to be performed under this contract shall commence not later than Notice to Proceed date and shall be completed not later than 15 working days following the date of commencement (hereinafter the “completion date”).

ARTICLE 3: Contract Sum

3.1 The Port will pay the Contractor, for the satisfactory performance of the work, a contract sum of _____ Dollars (\$_____), which includes applicable Washington State sales tax.

ARTICLE 4: Payment

4.1 Monthly progress payments will be made for invoices submitted by the first of the month. Invoices should reflect work completed to date and are subject to approval by the Engineer (with the balance being retainage until fully incorporated into the Work).

4.2 Upon final acceptance of the work by the Port, the Contractor shall submit a final invoice in the amount of 100% of the contract sum, plus 100% of the applicable Washington State sales tax.

4.3 The Port may withhold payment (or a portion thereof) otherwise due the Contractor on account of:

- A. defective work not remedied;
- B. claims filed;
- C. failure of the Contractor to make payment properly to subcontractors or for labor, materials or equipment;
- D. damages to another Contractor; or
- E. unsatisfactory performance of the work by the Contractor.

4.4 The acceptance of the final payment by the Contractor shall constitute a waiver of all claims, of whatever sort or nature, by the Contractor against the Port.

4.5 Unless withheld pursuant to paragraph 4.3, final payment to the Contractor shall be made upon occurrence of the following:

- A. The expiration of 45 days following the final acceptance of the project, and
- B. The receipt by the Port of the department of revenue certificate of payment of state excise taxes if contract is for a sum of \$35,000.00 or more, and
- C. Satisfaction of the Port that the claims of materialmen and laborers incurred in filing and processing such claims have been paid or provided for, and
- D. All requirements of RCW 39.12 relating to Prevailing Wage have been met.

4.6 Retainage of 5% will be withheld until the requirements in Section 4.5 hereinabove and RCW 60.28 are met when contractor elects to furnish a performance and payment bond for the project of \$150,000 or less. If contractor elects not to furnish a performance and payment bond on project of \$150,000 or less, retainage of 10% will be withheld until the requirements in Section 4.5 hereinabove and RCW 60.28 are met.

ARTICLE 5: The Contract Documents

5.1 The contract documents, which by this reference are incorporated herein, consist of those documents listed below specifically:

- A. This Agreement.
- B. Invitation for Bids, Addenda, Small Works Roster.
- C. General Conditions

- D. Specifications.
- E. Special Provisions
- F. Bid Form and bid schedule submitted by Bidder
- G. Drawings.
- H. Prevailing Wages Schedule.

5.2 The contract documents set forth above form the entire and integrated agreement between the Parties hereto, and supersede all prior negotiations, representation, or agreements, either written or oral. The contract may be amended or modified only by a written amendment to the contract signed by both parties or by a change order.

5.3 By his execution of the contract, the Contractor represents that he has visited the site of the work and familiarized himself with all conditions under which the work is to be performed.

5.4 The Contractor shall comply with all applicable Federal/State laws, City/County ordinances, and rules and regulations of all authorities having jurisdiction of project construction. Said laws will be deemed to be included the same as though written out in full.

ARTICLE 6: Owner

6.1 The Port of Pasco, as owner, shall issue all instructions to the Contractor through an authorized representative. The Port shall at all times have access to the work wherever it is in preparation or progress.

ARTICLE 7: Contractor

7.1 The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for performing, scheduling and coordinating all portions of the work under the contract in a proper fashion and in strict compliance with all applicable codes, rules, regulations and laws.

7.2 Contractor shall carry on the Work in a safe manner, and shall comply with all applicable federal, state and local laws, regulations, standards, and recognized trade practices for the protection and safety of its employees and other persons about its Work, including without limitation those governing labor, safety, health, sanitation, and protection of the environment.

7.3 Contractor is solely responsible for protection and safety of its employees, for final selection of safety methods and means, and for establishing, supervising, inspecting and enforcing its safety obligations in accord with this Agreement and applicable law.

7.4 Contractor shall defend, indemnify and hold the Port, its officers, officials, employees, engineer and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Port. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them and the Port, its officers, officials, employees, engineer and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence, or of any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them. 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 this Agreement.

7.5 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor and materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

7.6 The Contractor shall pay prevailing wages, all sales, consumer, use, and other similar taxes required by law, and shall secure and pay for all permits, fees, and licenses necessary for execution of the work.

7.7 The Contractor will warrant to the Port that all materials and equipment furnished under the contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the specifications. All work not so conforming to these standards may be considered defective. If required by

the Port, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy afforded by law.

7.8 RCW 39.06.020 requires a public works contractor to verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed above and in RCW 39.04.350(1) and additionally – if applicable – possesses an electrical contractor license or an elevator contractor license.

ARTICLE 8: Separate Contracts

8.1 The Port reserves the right to award other contracts in connection with other portions of the project.

ARTICLE 9: Time

9.1 All time limits stated in the contract documents are of the essence of the contract.

ARTICLE 10: Independent Contractor

10.1 Contractor represents, warrants and understands that it is an independent contractor and employing unit, duly licensed to perform the Work (including without limitation state contractor registration), subject to all applicable Social Security, Unemployment Compensation and Workers' Compensation statutes, and shall keep records and make reports and payments of all taxes or contributions required. Contractor agrees to indemnify, defend and hold Port harmless from any expenses or liability incurred under such statutes in connection with employees of Contractor.

10.2 If any Work hereunder is performed by principals of Contractor who are not covered by Workers' Compensation, the principals agree that they shall have no claim against Port or its insurers or its Workers' Compensation coverage in the event they are injured while performing such Work.

ARTICLE 11: Miscellaneous Provisions

11.1 This agreement is executed on the day first above written.

11.2 In the event of any dispute between Port and Contractor arising out of or relating to this Agreement, the prevailing party shall be entitled, whether or not a suit, action, or arbitration proceeding is instituted, to recover all costs incurred in connection with the dispute, including without limitation reasonable attorneys' and expert witness fees, whether at trial, on appeal or denial of any petition for review, or in connection with enforcement of any judgment.

11.3 This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the parties agree that such action shall be brought in a court of competent jurisdiction situated in Franklin County, Washington.

11.4 The Defend Trade Secrets Act provides that an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (1) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

PORT OF PASCO:

CONTRACTOR: **[Contractor]**

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

Washington State Contractors License No.:

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That _____
_____, as Principal, hereinafter called Contractor, and
_____ as Surety, licensed to do business as such in the State of
Washington, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns,
unto Port of Pasco, Pasco, Washington, as Obligee, and hereinafter called Port of Pasco, in the penal sum of
_____ Dollars
(\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with Port of Pasco for PSC Employee & ARFF Parking Lot Improvement Project, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers of equipment employed on the job, and other claimants, for all labor performed in such work whether done for the prime contractor, a subcontractor, the Surety, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Washington, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used or reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against the Contractor, against the Surety or its completion contractor, through a subcontractor or otherwise, and, further, if the Contractor shall defend, indemnify and hold Port of Pasco harmless from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise it shall remain in full force and effect.

Any conditions legally required to be included in a payment bond on this contract, including but not limited to those set out in the applicable Washington state section of the Port of Pasco Charter, are included herein by reference.

The Surety agrees that, in the event that the Contractor fails to make payment of the obligations covered by this bond, it will do so and, further, that within 45 days of receiving, at the address given below, a claim here under stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to the Port of Pasco, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed and (b) will pay any amounts that are undisputed. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith here under.

While this bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of the Port of Pasco, to the use of such party. The Port of Pasco shall not be liable for the payment of any costs or expenses of any such suit.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction County, Washington, or in the United States District Court for the District of Washington.

WAIVER. The said Surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, shall in any wise affect the of this bond, and it does hereby waive notice of any such change, extension of time, or alteration or addition of the contract or the work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the _____ day of _____
20____.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture

(Signature of sole proprietor or general partner)

B. Corporation

Name of Corporate Principal

Attest: _____
Secretary (affix seal)

By _____

SIGNATURE OF SURETY

Name and address of Corporate Surety

By _____ (seal)
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date _____

By _____

The foregoing bond is in due form according to law and is approved.

Date _____

By _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, That _____ as Principal, hereinafter called Contractor, and _____ as Surety, licensed to do business as such in the State of Washington, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns, unto Port of Pasco, Pasco, Washington, as Obligee, hereinafter called Port of Pasco, in the penal sum of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS,

Contractor has by written agreement, entered into a contract with Port of Pasco for PSC Employee & ARFF Parking Lot Improvement Project, which contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the contract, and, further, shall defend, indemnify and hold the Port of Pasco harmless from all damages, loss and expense occasioned by any failure whatsoever of said Contractor and Surety to fully comply with and carry out each and every requirement of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

In the event that Contractor shall be and is declared by the Port of Pasco to be in default under the Contract, the Port of Pasco having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Port of Pasco elects, upon determination by the Port of Pasco and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Port of Pasco, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Port of Pasco to Contractor under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by the Port of Pasco to the Contractor. If the completion contract provides for more rapid payment than the Contract, then Surety shall advance such sums as are needed to make payment as provided in the completion contract and shall recover it from the Port of Pasco when payment from the Port of Pasco is due.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Franklin, Washington, or in the United States District Court for the District of Washington.

WAIVER. The said surety, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, shall in any wise affect the obligations of this bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the contract or the work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the _____ day of _____, 20__.

SIGNATURE OF PRINCIPAL (as applicable)

A. Individual, partnership or joint venture

(Signature of sole proprietor or general partner)

B. Corporation

Name of Corporate Principal

Attest: _____
Secretary (affix seal)

By _____

SIGNATURE OF SURETY _____ Name and address of Corporate Surety

By _____ (seal)
Attorney in Fact (attach power of attorney)

ACCEPTANCE BY

The foregoing bond is approved.

Date _____ By _____

The foregoing bond is in due form according to law and is approved.

Date _____ By _____



Port of Pasco Administrative Office
Phone: 509.547.3378
Fax: 509.547.2547
portofpasco@portofpasco.org
1110 Osprey Pointe Blvd.
Suite 201
P.O. Box 769
Pasco, Washington U.S.A. 99301

NOTICE OF AWARD

Port Commissioners
Jean Ryckman
James T. Klindworth
Vicki Gordon

Executive Director
Randy Hayden

July __, 2026

TO: [CONTRACTOR]

ADDRESS: _____

PORT PROJECT NO.:

CONTRACT FOR: PSC Employee and ARFF Parking Lot Improvement Project
Pasco, WA

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful BIDDER and have been awarded a contract for the Base Bid and Alternate #1.

The Contract Price (including Washington State sales tax) of your contract is _____ Dollars (\$_____).

You must comply with the following conditions within 10 days of date of receipt of this Notice of Award and the Contract Documents, that is by _____:

- 1. You must deliver to OWNER one (1) fully executed counterparts of the Contract.
2. You must deliver, with the executed Contract, the Performance and Payment Bond or verify you are going to accept 10% retainage in lieu of bond if allowed by RCW's.
3. You must deliver a Construction Schedule, with the executed Contract, or at the time of the preconstruction meeting
4. You must deliver, with the executed Contract, Proof of Insurance as specified in the General Conditions.

Failure to comply with these conditions within time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within 10 days after you comply with those conditions, OWNER will return to you one (1) fully signed counterpart of the Contract bound with the Contract Documents.

PORT OF PASCO

By:

Don Faley
Deputy Director

NOTICE TO PROCEED

Dated: _____

TO: _____
(Successful BIDDER)

ADDRESS: _____

PORT PROJECT NO.: _____

CONTRACT FOR: _____ PSC Employee and ARFF Parking Lot Improvement Project _____

You are notified that the Contract Time under the above contract will commence to run on Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Invitation for Bids (Paragraph "Start Date and Contract Time"), the date of Substantial Completion is _____.

Before you may start any Work at the site, you must:

Provide construction schedule.

By:

Don Faley, Deputy Director
Port of Pasco

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____,

this _____ day of _____, 202__.

By: _____

Title: _____

LIEN AND CLAIMS RELEASE

_____ (Contractor, Address) hereby certifies that the work for the above project has been completed in accordance with the Contract Documents, and that all previous progress payments received from the Port of Pasco on account of work performed under the Contract referred to has been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with the work covered by prior requisitions for payment under said contract and that all materials and equipment covered by the final requisition for payment are free and clear of all liens, claims, security interests and encumbrances. All persons, firms, and partnerships who have furnished labor and or material to date on said project have been paid.

Contractor

Subscribed and sworn before me in the State (or Commonwealth) of _____, this _____ day of _____ 20____.

Notary Public

My Commission Expires

WARRANTY OF CONSTRUCTION

_____ (Contractor, Address)
hereby guarantees that all labor and material furnished and work performed under the above Contract are in accordance with the contract drawings and specifications and authorized alterations and additions thereto, and that all of the work under the Contract is free from faulty materials and improper workmanship, and guaranteed against injury from proper and usual wear, and agreeing (and we do hereby so agree) that should any defect develop during the contract guarantee period, as hereinafter defined, due to improper materials, workmanship or arrangement, we will, upon written notice, replace or re-execute such defective work, together with any other work affected in making good such defects, at the convenience of, and without expense to the Port of Pasco.

The Contractor further warrants that all manufacturer's or other warranties on all materials and equipment furnished by Contractor shall run directly to or be specifically assigned to Port of Pasco on demand. The Contractor warrants that the installation of any and all materials and equipment shall be in strict accordance with manufacturer's requirements. In the event Port of Pasco seeks to enforce a claim based upon a manufacturer's warranty and should such manufacturer then fail to honor its warranty based, in whole or in part, on a claim of defective installation, Port of Pasco shall be entitled to enforce said warranty against Contractor in accordance with the terms of said warranty, except that a claim of defective installation shall not be a defense to any such warranty claim by Port of Pasco against Contractor.

The contract guarantee period shall be a period of one year from final acceptance, except in the cases of manufacturer's or other required extended warranties that extend for periods greater than one year from final acceptance, whereby the contract guarantee shall extend to match for the items that are so warranted.

Contractor

Subscribed and sworn before me in the State (or Commonwealth) of _____, this _____ day of _____ 20____.

Notary Public

My Commission Expires

DIVISION 4
CITY OF PASCO
DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS
FOR PUBLIC WORK IMPROVEMENTS
MARCH 2022 UPDATE

CITY OF PASCO



DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS FOR PUBLIC WORKS IMPROVEMENTS

Approved:  Date: 5-2-2022
Daniel Ford, PE – City Engineer

March 2022

*Adopted October 7, 2019 Ordinance Number 4457
Revised March 1, 2022*

Adopted October 7, 2019 Ordinance Number 4457 Revised March 1, 2022

The *City of Pasco Design and Construction Standards and Specifications for Public Works Improvements – March 2022 Update* is a reference document for the PSC Business Park Improvements project. See Division 5, Special Provisions, of the contract documents for some specific references.

HOW TO OBTAIN COPIES:

The *City of Pasco Design and Construction Standards and Specifications for Public Works Improvements – March 2022 Update* can be downloaded, free of charge, from the following web page at www.pasco-wa.gov/DocumentCenter/View/63756/Pasco-Design-and-Construction-Standards-May-2022.

DIVISION 5 - SPECIFICATIONS

SPECIFICATIONS:

Section 013300: - ADMINISTRATIVE

Description of the Work: The project involves demolition of existing landscape areas, concrete, asphalt, and curb. Work includes relocating the existing employee parking lot entrance at the PSC Airport and making the associated pavement and curb modifications. Additional tasks include running conduit to the new parking lot gate location for power and telecommunications (by others), installing card reader and gate mounting hardware, and coordinating with other contractors. Work also includes new asphalt pavement and curb at the ARFF building as shown on the Contract drawings. Work also includes relocating existing flag pole and associated lighting.

Project specific requirements are listed below:

1.1 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 5 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 5 days for review of each resubmittal.
- C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall

- include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
 4. Transmittal Form for Electronic Submittals: Use electronic form containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.
 - h. Submittal purpose and description.
 - i. Specification Section number and title.
 - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Related physical samples submitted directly.
 - n. Indication of full or partial submittal.
 - o. Transmittal number, numbered consecutively.
 - p. Submittal and transmittal distribution record.
 - q. Other necessary identification.
 - r. Remarks.
- D. Options: Identify options requiring selection by Engineer.
- E. Deviations: Identify deviations from the Contract Documents on submittals.
- F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
1. Submit electronic submittals via email as PDF electronic files.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as an

- electronic Project record document file.
2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Engineer will return two copies.
 3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Engineer will not return copies.
 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate as follows:
 1. No Exceptions Taken.
 2. No Exception Taken Except as Noted
 3. Revise and Resubmit.
 4. Not Approved.
- C. Informational Submittals: Engineer will review each submittal and will not return it or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

Section 01400 Quality Requirements

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated in the contract documents for specific test and inspection requirements. These services do not relieve contractor of responsibility for compliance with the contract document requirements.

1.03 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other sections.

1.04 QUALITY CONTROL

- A. Contractor Responsibilities: Tests and inspections are contractor's responsibility. Perform additional quality-control activities required to verify that the work complies with requirements, whether specified or not.
- B. Re-testing/re-inspecting: Provide quality-control services, including retesting and re-inspecting, for construction that replaced work that failed to comply with the contract documents.
- C. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 TEST AND INSPECTION LOG

- A. Test and inspection log: maintain a record at project site.

3.02 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes. Repair and protection are contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000 - QUALITY REQUIREMENTS

Section 2:

Disposal & Notification: Contractor shall be responsible for the disposal of all debris in a legal manner according to all applicable laws, codes and regulations. Notification of proper authorities for hazardous materials removal if required shall be the responsibility of the contractor. All fees associated with disposal of hazardous materials and general construction debris shall be included in Contractors scope of work.

Section 3:

Utilities: Contractor shall be responsible to coordinate with Port of Pasco, any tenant(s) and other local utility companies for the proper shutting down of any utilities as required for work to take place.

Section 4:

Security: Contractor shall erect temporary construction fencing as determined by contractor to extent they determine necessary to secure the site during construction and maintain public safety. Materials shall be stored to protect nearby properties from wind-blown debris.

Section 5:

Health and Safety: The Contractor's attention is alerted to the strict enforcement and requirements of the "Occupational Safety and Health Act" (OSHA) and "The Washington Industrial Safety and Health Act of 1973" (WISHA), which apply to all operations within this contract. The Contractor shall comply with all provisions thereof and make such reports and maintain such records as the acts require. The Contractor shall prepare a project-specific health and safety plan in full compliance with OSHA and WISHA requirements. The Contractor shall be solely and completely responsible for conditions of the job site including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

Section 6:

Plans: Dimensions are estimated and location details are general in nature.

Section 7:

Cleanup: Contractor shall leave the job site clean on a daily basis. The cell phone lot shall remain accessible at all times during construction..

DIVISION 6 – SPECIAL PROVISIONS

PORT OF PASCO
PSC EMPLOYEE AND ARFF PARKING LOT
IMPROVEMENT PROJECT
SPECIAL PROVISIONS
INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2025 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(July 1, 2015 COP GSP)

Also incorporated into the Contract Documents by reference are the latest edition, and all amendments of the following Contract Documents:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans (2025) for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- City of Pasco Design and Construction Standards and Specifications for Public Works Improvements, latest adopted standard
- Washington Department of Transportation Construction Manual, M 41-01
- Washington Department of Transportation Materials Manual, M 46-01.34

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

DIVISION 1

GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

PSC Employee and ARFF Parking Lot Improvement Project

The project involves demolition of existing landscape areas, concrete, asphalt, and curb. Work includes relocating the existing employee parking lot entrance at the PSC Airport and making the associated pavement and curb modifications. Additional tasks include running conduit to the new parking lot gate location for power and telecommunications (by others), installing card reader and gate mounting hardware, and coordinating with other contractors. Work also includes new asphalt pavement and curb at the ARFF building as shown on the Contract drawings. Work also includes relocating existing flag pole and associated lighting.

1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for “Contract”.

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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. Refer to Section 1-02.14 for supplemental bidder criteria.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	3	Furnished automatically upon award.
Contract Provisions	1	Furnished automatically upon award.

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

1-02.4(2) Subsurface Information

(March 8, 2013 APWA GSP)

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

The Summary of Geotechnical Conditions and the boring logs and soil test pits, are included as an appendix to the Special Provisions, and shall be considered as part of the Contract.

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

1. The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified. The Contracting Agency may choose not to award to the bidder with the lowest base bid if the Contracting Agency chooses additive and alternatives that result in a different bidder having the lowest total bid.

1-02.6 Preparation of Proposal

(December 10, 2020 APWA GSP, Option B)

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

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

Supplement this section with the following:

Bid bonds shall contain the following:

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

Bidder must use the bond form included in the Contract Provisions or standard AIA bid bond form.

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

1-02.9 Delivery of Proposal *(January 19, 2022 APWA GSP, Option A)*

Delete this section and replace it with the following:

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

All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is

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

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal (July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

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

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

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

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

1-02.13 Irregular Proposals (December 30, 2022 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;

- c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - e. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - f. If Proposal form entries are not made in ink or are illegible.

1-02.14 Disqualification of Bidders
(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended, or does not meet Supplemental Criteria 1 and 2 listed in this Section.

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

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1, and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. Evidence that the Bidder meets Supplemental Criteria 2 shall be provided by the Bidder as stated later in this Section.

If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

Supplemental Criteria:

1. **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.

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

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with

any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

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

1-02.15 Pre Award Information *(December 30, 2022 APWA GSP)*

Revise this section to read:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids *(December 30, 2022 APWA GSP)*

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the

Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

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

Revise this section to read:

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

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, list of subcontractors, and Contractor's W-9 form. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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

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

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond shall be separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s) or AIA Standard Payment Bond and Performance Bond forms;
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:

- a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
- b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-04 SCOPE OF THE WORK

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

(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

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

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans (Construction Drawings),
5. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any),
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
9. City of Pasco Standard Details and Specifications

1-04.4(1) Minor Changes

(May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$5,000 or less per change may be made under the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time. The Change Order Form shall be used for Minor Changes.

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviation From Plans and Stakes *(July 23, 2015 APWA GSP)*

Section 1-05.4 is amended as follows:

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

The Contractor shall provide all project surveying and staking necessary to complete the Work including but not limited to earthwork finish grade survey elevations and staking. The Contractor shall calculate and plan subgrade depths as required to place the crushed rock course depths specified on the contract drawings, as needed to meet finished grade requirements associated with the pavement restoration.

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

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project.
2. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor.
3. Establish intermediate elevation benchmarks as needed to check work throughout the project.
4. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

To facilitate the establishment of these lines and elevations, the Contracting Agency will provide the Contractor with primary survey control information consisting of descriptions of two primary control points used for the horizontal and vertical control. Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project.

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

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)

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

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

Stakes shall be marked in accordance with standard stake markings.

Licensed Surveyors

The Contractor shall be responsible for reestablishing or locating legal survey markers such as GLO monuments or property corner monuments, conduct boundary surveys to determine Contracting Agency right-of-way locations, and obtain, review and analyze deeds and records as necessary to determine these boundaries. The Contracting Agency will provide "rights of entry" as needed by the Contractor to perform the work.

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

Existing right of way documentation, existing base maps, existing horizontal and vertical control descriptions, maps, plan sheets, aerial photographs and all other available material may be viewed by prospective bidders at the office of the Project Engineer.

The Contractor shall perform all of the necessary calculations for the contracted survey work and shall provide copies of these calculations to the Contracting Agency. Electronic files of all survey data shall be provided and in a format acceptable to the Contracting Agency.

All survey work performed by the Contractor shall conform to all applicable sections of the Revised Code of Washington and the Washington Administrative Code.

Measurement

No specific unit of measure will apply to the lump sum item for "Construction Survey and Staking".

The lump sum contract price for "Construction Surveying and Staking" shall be full pay for all labor, equipment, materials and supervision utilized to perform the work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, coordination.

Payment

Payment will be made for the full compensation and costs incurred to carry out the requirements of Section 1-05.4 except for those costs included in any other items.

“Construction Survey and Staking”, lump sum.

1-05.7 Removal of Defective and Unauthorized Work *(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

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

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

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

Add the following new section:

1-05.13 Superintendents, Labor and Equipment of Contractor
(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.14 Cooperation With Other Contractors and Tenants
*(*****)*

Section 1-05.14 is amended as follows:

The Contractor shall be aware that this is an active commercial area and the Port of Pasco, and their Contractors, will perform building and site maintenance, as required, throughout the duration of the project and the Contractor shall cooperate with the Port of Pasco and their Contractors and not unduly impede their ability to perform their work. Furthermore, utility relocation work by utility providers and their Contractors can be expected, and the Contractor shall coordinate with the Contractors and workers performing this work.

The coordination of the Work and coordination with this other contract work shall be taken into account by the Contractor and any resulting costs shall be incidental and included within the unit Bid prices in the Contract.

There may be private utilities within the paving limits, such as gas valves, that shall be adjusted to grade by utility company. Contractor shall coordinate with utility company for adjust of such utilities to final asphalt grade.

Add the following new section:

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

The Contractor shall make necessary arrangements, and shall bear the costs for power necessary for the performance of the work. Contractor shall coordinate with the City of Pasco for obtaining water from the City of Pasco as necessary for the performance of the work. Water may be provided through a City of Pasco fire hydrant.

1-05.17. Oral Agreements
(October 1, 2005 AWWA GSP)

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

Add the following new section:

1-05.18 Progress Construction Meeting
(* Port of Pasco GSP)

The Contractor shall attend weekly coordination meetings throughout the project duration if meetings are established by Contracting Agency. Frequency of project meetings may be increased or decreased, at the discretion of the Engineer dependent upon work progress and the type of work being performed. These meetings will be scheduled with the Contracting Agency and Engineer at the pre-construction meeting.

1-06 CONTROL OF MATERIAL

Add the following new section

1-06.1(5) Substitute Material and Equipment
(* Port of Pasco GSP)

The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a propriety item or the name of a Particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required.

1. “Or-equal” items: If Engineer’s sole discretion an items of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed items may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. In the exercise of reasonable judgment Engineer determines that:
 - i. It is at least equal in materials of constructing, quality, durability, appearance, strength, and design characteristics;

- ii. It will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed
 - iii. It has proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work;
 - i. There will be no increase in cost to the Owner or increase in Contract Times;
 - ii. It will conform substantially to the detailed requirements of the item named in the Contract documents.
- 2. Substitute Items:
 - a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information, on Provided Substitution form, as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as follows, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - i. shall certify that the proposed substitute item will;
 - 1. perform adequately the functions and achieve the results called for by the general design,
 - 2. be similar in substance to that specified, and
 - 3. be suited to the same use as that specified;
 - ii. will state:
 - 1. the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - 2. whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3. Whether incorporation or use of the proposed substitute items in connection with the Work is subject to payment of any license fee or royalty;
 - iii. Will identify:
 - 1. All variations of the proposed substitute item from the specified,
 - 2. and available engineering, sales, maintenance, repair, and replacement services;
 - iv. and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

1-06.2, Acceptance of Materials

(January 4, 2016 APWA GSP)

Revise Section 1-06.2(1) to read as follows:

1-06.2(1) Samples and Tests for Acceptance

Contractor shall supply all material and compaction testing for the project. The Contractor shall deliver representative samples (from the Contractor, Producer, or Fabricator) to the Engineer without charge before incorporating material into the Work. In providing samples, the Contractor shall provide the Engineer with sufficient time and quantities for testing before use. The Engineer may require samples at any time. Samples not taken by or in the presence of the Engineer will not be accepted for test, unless the Engineer permits otherwise. The Contractor shall designate specific Contractor employees as points of contact for concrete testing and acceptance. Alternates shall be designated to ensure that direct contact is maintained during concrete placement. If designated by the Contractor to the Engineer, the concrete supplier will receive all 28-day concrete strength test results.

The Project Engineer will designate specific Contracting Agency employees as points of contact for concrete testing and acceptance.

All field and Laboratory materials testing by the Contractor shall follow methods described in Contract documents, or in the WSDOT *Materials Manual* M 46-01, using qualified testing personnel and calibrated or verified equipment. The standard or tentative standard in effect on the Bid advertising date will apply in each case. Revisions to the WSDOT *Materials Manual* M 46-01 or revisions to other Specifications or test methods such as AASHTO, ASTM, or Federal Specifications will be considered as in effect 60 calendar days after publication.

The Contractor shall conduct and pay for all material testing. Contractor shall schedule for all material and compaction testing required by these special provisions. All costs associated with subsequent testing due to failure to meet acceptance criteria will be paid by the Contractor. Contractor shall provide testing results to the Port of Pasco.

Parking Lot Subgrade

The Contractor shall perform a minimum of one compaction test for every 10,000 sq-ft of subgrade, evenly spaced throughout parking lot area and linearly spaced along the roadways. A minimum of two subgrade compaction tests shall be conducted, one at the AARF and one at the employee parking lot.

The Port may request additional tests be performed at the Contractor's expense, if test results do not meet the required subgrade densities. Subgrade compaction shall be as specified for Roadway Embankment in Section 2-03.3(14)C, Method C.

Concrete Slab Subgrade

The Contractor shall perform one subgrade compaction test for every 150 sq-ft of concrete slab.

Crushed Surfacing

The Contractor shall perform one compaction test for every 10,000 sq-ft of crushed surfacing for each material layer, evenly spaced throughout parking lot and roadway area.

A minimum of four crushed surfacing compaction tests shall be conducted, two at the AARF and two at the employee parking lot.

The Port may request additional tests be performed at the Contractor's expense, if test results do not meet the required subgrade densities. Compaction of ballast and crushed surfacing shall be as specified in Section 4-04.3(5).

Asphalt Pavement

Asphalt paving may not occur until successful compaction test results are achieved for subgrade and crushed surfacing, as applicable. A minimum of four asphalt compaction tests shall be conducted, two at the AARF and two at the employee parking lot.

The Port may request additional tests be performed, at the Contractor's expense, if test results do not meet the required densities. Compaction of Hot Mix Asphalt pavement shall be as specified in Section 5-04.3(10).

Cement Concrete Pad, Curb, Gutter, and Sidewalk

A copy of the cement concrete design mix or certification from the concrete supplier that the concrete provided has been prepared to the strength requirements in Section 8-04.3(1).

All testing procedures shall be conducted in accordance with applicable Sections of Division 6-02 of the Standard Specifications and Sections 8-04 and 8-14 of these Special Provisions.

Concrete testing shall be per industry standards and shall at a minimum include:

- One on-site concrete test each day of concrete work, for each mix of concrete used. Testing shall be for slump, temperature, air entrainment.

Tests shall be as follows:

- WAQTC TM 2 Sampling Freshly Mixed Concrete
- AASHTO T 119 Slump of Hydraulic Cement Concrete
- AASHTO T 152 Air Content of Freshly Mixed Concrete
- AASHTO T 309 Temperature of Freshly Mixed Portland Cement Concrete

1-06.7, Measurement

Add this section

(***** Port of Pasco GSP)

“Material Testing” shall be measured lump sum.

1-06.8, Payment

Add this section

(***** Port of Pasco GSP)

“Material Testing” per lump sum.

The unit contract price per lump sum for “Material Testing” shall be full compensation for furnishing all labor, equipment, materials, and all other incidentals necessary to conduct material testing including asphalt, concrete, subgrade compaction testing, crushed rock compaction testing, and supplying test results to the Port of Pasco representative.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

1-07.2 State Taxes

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

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

All work in this contract will be designated as Rule 171 and subject to Use Tax.

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

Rule 170 is not applicable to this contract.

1-07.2(3) Services

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

1-07.4, Sanitation

1-07.4(2), Health Hazards

Section 1-07.4(2) is supplemented with the following:
(* Port of Pasco GSP)

The Contractor and all Subcontractors shall comply with WAC 296-809 for Confined Spaces and provide any required hazard protection for employees.

1-07.9 Wages

1-07.9(1) General

(January 5, 2023 WSDOT GSP)

Section 1-07.9(1) is supplemented with the following:

The hourly wages paid to laborers, workmen or mechanics shall not be less than the State of Washington Prevailing Wages, R.C.W 39.12.020. No worker may be paid less than the specified hourly rate.

1-07.9(5) Required Documents

(December 30, 2022 APWA GSP)

Delete this section and replace it with the following:

General

Contractor shall follow all requirement of the Washington State Prevailing Wage Rate, R.C.W 39.12.020.

Certified Payrolls

Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors.

Penalties for Noncompliance

The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, any or all payments may be withheld until compliance is achieved. In addition, failure to provide these payrolls may result in other sanctions.

1-07.11 Requirements for Nondiscrimination

Supplement this section with the following:
(April 2, 2018)

Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive 2 Order 11246)

1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.

1-07.17 Utilities And Similar Facilities

Section 1-07.17 is supplemented with the following)
(April 2, 2007 WSDOT GSP)

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification. The following telephone numbers for utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

Port of Pasco Roads, Airport	Don Faley	(509) 537-0511
Cascade Natural Gas	Arnie Garza	(509) 736-5563 (509) 619-5282
	Teresa Esparza	(509) 736-5547 (509) 438-4243
	Aliyah Chelsea	aliyah.skaro@lumen.com
Lumen Charter Communications Franklin County PUD	Robert Early	(509) 727-3798
	Casey Roberts	(509) 546-5952

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance
(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from reputable insurance company with a current A. M. Best Company rating of not less than A-. The insurance company and its agent shall be licensed with the State of Washington Insurance Commission per Title 48 of the RCW of Washington, and shall be licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies, for both Defense and Indemnity, shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage, and shall provide for a Waiver of Subrogation rights as to the Port of Pasco. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency thirty (30) days advance notice, in writing, prior to cancellation, termination or alteration of said policies of insurance.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

- the Contracting Agency (Port of Pasco) and its officers, directors, partners, employees, agents and consultants and volunteers.

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

2. The Contractor shall purchase and maintain such insurance as will protect it from claims arising out of Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable (per Title 48 of the R.C.W.). Said insurance shall include provisions applying to:
 - A. Claims under workman's compensation, disability benefit and other similar employee benefit acts;
 - B. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage;
 - C. Claims for damages because of bodily injury, sickness or disease, or death of person other than its employees, and claims insured by usual personal injury liability coverage; and
 - D. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

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

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

Contractor shall maintain Commercial General Liability Insurance and Contractual Liability Insurance, written on an Occurrence Form, and include Premise and Products/Completed Operations arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

\$1,000,000 Combined single limit each accident including Bodily Injury and Property Damage Liability

1-07.18(5)C Workers' Compensation

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

1-07.18(5)D Excess/ Umbrella Policy

4. The insurance policy must provide the following minimum excess/umbrella coverage:

5. \$1,000,000 Each Occurrence Excess/Umbrella

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

Delete this section and replace it with the following:

This project is contained within Port of Pasco owned property. Contractor shall coordinate with the Port of Pasco for specific areas within the Project that the Contractor can use for material and equipment staging. The Contractor's construction activities shall be confined to the Port of Pasco Property limits unless specifically authorized by Port of Pasco, in writing for the use of other parcels or portions of parcels.

There are no easements or rights of entry that are yet to be acquired for this project.

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

1-08 PROSECUTION AND PROGRESS

Add the following new section:

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

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

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

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

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.
4. 24-Hour Emergency Contact Information, and
4. Dust Control Plan
5. SPCC Plan

Add the following new section:

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

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

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

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 5 working days 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. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
2. 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.
3. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.

1-08.1 Subcontracting

(December 30, 2022 APWA GSP, Option A)

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (Port of Pasco Form) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the State of Washington.

A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (WSDOT Form 421-012)

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all subcontractors and lower tier subcontractors shall be available and open to similar inspection or audit for the same time period.

1-08.3(2)A Type A Progress Schedule

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

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

Revise the first sentence of the second paragraph to read:

The Contractor shall submit 2 copies of a Type A Progress Schedule depicting the entire project no later than 7-calendar days after the preconstruction conference.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

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

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

1-08.5 Time for Completion
(December 30, 2022 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

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

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

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The

following documents must be received by the Project Engineer prior to establishing a completion date:

- a. Certified Payrolls (per Section 1-07.9(5)).
- b. Material Acceptance Certification Documents
- c. Final Contract Voucher Certification
- d. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors

(March 13, 1995 WSDOT GSP)

Section 1-08.5 is supplemented with the following:

This project shall be physically complete by July, 31, 2026. 15 working Days have been included in the contract from Notice to proceed.

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP)

Revise the fourth paragraph to read:

All Contract Work shall be completed within 15 calendar days from notice to proceed. When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-09 MEASUREMENT AND PAYMENT

1-09.9 Payments

(December 30, 2022 APWA GSP)

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

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

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

Progress payments for completed work will be based upon progress estimates prepared and submitted by the Contractor and reviewed and approved by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

Contractor shall submit initial progress estimate no sooner than 25 days after the Contractor commences the work, and successive progress estimates shall be submitted every month thereafter until the Completion Date. If Contractor submits progress payments by the established progress estimate cutoff date each month, then the pay estimate will be process for payment. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

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

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 — No payment will be made for materials on hand for this project.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

The Contract agency reserves the right to conduct a pre and post construction topographic survey to verify the volume of earthwork excavated, moved, and compacted in place for purposes of determining the final payment.

Progress Payments

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.

1-09.9 Payments

1-09.11(3) Time Limitation and Jurisdiction

(*****)

Section 1-09.11(3) is revised to read as follows:

1-09.11(3) Time Limitation and Jurisdiction

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 Port of Pasco 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 Port Commissioners; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of Franklin County. 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 Port arising from the Contract are filed with the State or initiated in court, the Contractor shall permit the Port to have timely access to any records deemed necessary by the State to assist in evaluating the claims or action.

TECHNICAL SPECIAL PROVISIONS

Division 2 Earthwork

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

(*****)

Supplement this section with the following:

The Contractor shall perform the clearing and grubbing within the construction limits that is necessary to perform the work. Clearing and grubbing shall be limited to the landscape removal needed to perform the work. It shall also include cutting and capping existing irrigation in areas shown on the plans. The contractor shall leave a working irrigation system for areas outside the Clearing and Grubbing area.

2-01.2 Disposal of Usable Material and Debris

(*****)

Section 2-01.2, second paragraph, is revised to read:

The Contractor shall dispose of all debris in accordance with Section 2-01.2(2). All usable and unusable material and debris shall be the responsibility of the Contractor.

2-01.4 Measurement

(*****)

Supplement this section with the following:

Measurement for “Clearing and Grubbing” for the Bid shall be made on a lump sum basis in accordance with Section 1-04.1.

2-01.5 Payment

(*****)

Supplement this section with the following:

“Clearing and Grubbing” per lump sum shall be full compensation for equipment, labor, materials, and other items required for complete removal of plants, shrubs, and tree demolition and removal, disposal, stump removal of removed trees, and restoration of surface condition. It

shall also include cutting, capping and removal of irrigation system where shown on the plans and ensuring a working irrigation system is in place outside of Clearing and Grubbing limits.

2-02 Removal of Structures and Obstructions

2-02.1 Description

Section 2-02.1 is removed and replaced with the following:

Removal of Structures and Obstructions shall be limited to the items marked on the plans and as necessary to complete the work. Removal of Structures and Obstructions includes the removal of cement concrete curb, sawcut and removal of existing asphalt, sawcut and removal of cement concrete traffic curb and gutter, removal of cement concrete sidewalk, removal of cement concrete slabs. Work shall include a sawcut neat line at the limits of removal. Work shall also include complete removal and disposal of concrete and asphalt.

2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

(*****)

Revise #1 and #2 as follows:

1. Haul broken up pieces to contractor provided off-project disposal site.
2. Concrete, asphalt, and curbs shall not be incorporated into the embankment.

2-02.4 Measurement

Section 2-02.4 is supplemented with the following:

Base Bid:

Measurement for **“Removal of Structures and Obstructions”** for the Bid shall be made on a lump sum basis in accordance with Section 1-04.1. Removal of Structures and Obstructions includes the following elements:

- Sawcutting 1,025 linear feet of existing HMA pavement
- Removal of 420 SY of existing HMA pavement and associated base rock.
- Removal of 225 linear feet of curb and gutter/ vertical curb
- Removal of 200 linear feet of concrete curb
- Removal and disposal of approximately 250 square-feet of concrete slabs/sidewalk
- Coordination of the removal of the existing card reader equipment including all associated components.

2-02.5 Payment

First Paragraph of Section 2-02.5 is replaced with the following:

Payment shall be made for the following Bid item when it is included in the Proposal: “Removal of Structures and Obstructions”, lump sum. Removal of pavements, sidewalks, curbs, and gutters shall be paid as “Removal of Structures and Obstructions”.

2-03 Roadway Excavation and Embankment

2-03.1 Description

Section 2-03.1 is supplemented with the following:

In addition to the work required to cut the existing site to subgrade, the work shall include the removal and disposal of existing pavement, sidewalk, curbs, rock, and other materials required to prepare and compact subgrade. Removal and disposal of this material shall be paid as "Removal of Structures and Obstructions".

Cutting the existing site to subgrade shall be considered incidental to associated work item.

2-03.3(7) Disposal Of Surplus Material

Section 2-03.3(7) is supplemented with the following:

Waste Sites

Any unsuitable waste material such as existing pavement, concrete, unsuitable backfill materials, concrete and waste material shall be disposed of offsite at a Contractor provided waste site. Disposal and waste sites shall meet all requirements of Chapter 173-304 WAC. The Contractor shall provide the Contracting Agency with a list identifying all waste sites, upon request.

The Contractor shall be responsible to make all arrangements and bear all cost associated for use of Non-Contracting Agency provided waste site(s), public waste site(s), and Contractor owned waste site(s). The Contractor shall provide to the Contracting Agency a copy of the written and signed agreement with the private property owner for use of private property for a waste site. The Agreement shall include at a minimum the following:

1. Name of legal owner of the property.
2. General description and location of the waste site to include all boundaries imposed by the property owner.
3. Haul routes agreed to by the property owner and the Contractor.
4. All restrictive dates that the property owner may have for not allowing use of the property for dumping excess materials.
5. All special conditions to include placement of materials, all compaction requirements and finished surfaces of the waste site by the property owner.

2-03.3(14)D Compaction and Moisture Control tests

(*****)

Replace this section in its entirety with the following:

Maximum density and optimum moisture content shall be determined by ASTM D1557 (Modified Proctor). Compaction shall be accomplished with soils within +/- 2% of their optimum content.

2-07 WATERING

2-07.1 Description

Section 2-07.1 is supplemented with the following:

Water for construction activities including but not limited to dust control, compaction of trenches, construction of subgrade, placement of crushed surfacing, pipeline flushing and testing will be available at City of Pasco fire hydrant locations. The contractor shall be responsible for obtaining a hydrant meter from the City of Pasco Public Works Department.

Flushing of dirt or debris into the County or City storm drain system shall be prohibited.

The Contractor shall, at all times during construction, maintain proper dust control in accordance with the requirements of the City of Pasco. Site grading shall not commence until a dust control plan is in place for the entire project site. The Contractor shall be solely responsible for dust control and shall protect the motoring public, adjacent businesses, and buildings from damage and other impacts due to dust by whatever means necessary. The Contractor shall provide the necessary equipment and manpower all times including after hours, weekends, and holidays to maintain dust control measures and respond to dust control concerns from the Port or governing authority. When directed by the Engineer, the Contractor shall provide dust control within two hours of such order. Any problems caused due to dust from the construction site will be cause for immediate shut down of operations except dust control. The Contractor shall be responsible for any claims for damages and/or injury and shall protect the Contracting Agency from any and all such claims.

If the Contractor does not respond to Engineer direction within two hours, the Contracting Agency may employ forces to respond to dust control issues at the Contractor's expense.

2-07.4 Measurement

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

No measurement for Watering shall be made.

2-07.5 Payment

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

All cost for watering and dust control on this project shall be considered a normal part of the construction project with all cost to provide watering and dust control at the sole cost of the contractor. A separate payment will not be made for all associated costs to provide water.

Division 5 Surface Treatments and Pavements

5-04 Hot Mix Asphalt *(January 31, 2023 APWA GSP)*

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

5-04.1 Description

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

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

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement (RAP)	9-03.8(3)B, 9-03.21
Reclaimed Asphalt Shingles (RAS)	9-03.8(3)B, 9-03.21
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21

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

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

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP.

If the Contractor wishes to utilize High RAP/Any RAS, the design must be listed on the WSDOT Qualified Products List (QPL).

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: road approaches, ditches, slopes, paths, trails, gores, prelevel,

temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

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

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

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

Mix designs for HMA accepted by Nonstatistical evaluation shall:

- Be designed for ***\$\$1\$\$*** million equivalent single axle loads (ESALs).
- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324 or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

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

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

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of ESALs appropriate for the required use.

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

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

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

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

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

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

Minimum Surface Temperature for Paving

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

5-04.3(2) Paving Under Traffic

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

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

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

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

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

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

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

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

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

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

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

5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
 - a. A mechanical sampling device attached to the HMA plant.

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

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include precipitation or an air temperature less than 45°F or when time from

loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

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

5-04.3(3)C Pavers

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

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

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

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

are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

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

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

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

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

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

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

To be approved for use, an MTV:

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

To be approved for use, an MTD:

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

5-04.3(3)E Rollers

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

5-04.3(4) Preparation of Existing Paved Surfaces

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

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

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

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

application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

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

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

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

5-04.3(4)A Crack Sealing

When the Proposal includes a pay item for crack sealing, seal cracks in accordance with Section 5-03.

5-04.3(4)B Soil Residual Herbicide

The Contractor shall apply one application of an approved soil residual herbicide on areas where hot mix asphalt is applied. The requirements of Section 8-02.3(2)A shall apply to this application. The application of herbicide shall precede paving by no more than 24 hours.

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the

Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

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

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

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

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

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

5-04.3(5)A Vacant

5-04.3(6) Mixing

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

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

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

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

5-04.3(7) Spreading and Finishing

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

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

HMA Class $\frac{3}{8}$ " 0.15 feet

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

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

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

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

5-04.3(9) HMA Mixture Acceptance

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

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

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

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

HMA Tolerances and Adjustments

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

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

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

For Aggregates in the mixture:

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

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

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

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

- a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for

the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

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

5-04.3(9)A Vacant

5-04.3(9)B Vacant

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

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

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

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

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

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

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

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

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

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

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to 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 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 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 (Va) (where applicable)	20

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

5-04.3(9)C5 Vacant

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

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

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

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

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

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

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

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

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

5-04.3(10) HMA Compaction Acceptance

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

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

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

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

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

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

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

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

Test Results

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

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the subplot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as

requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

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

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

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

5-04.3(10)B HMA Compaction - Cyclic Density

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

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

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

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

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

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

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

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

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

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

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

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

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

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

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

5-04.3(11)B Rejection by Contractor

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

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

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

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

calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

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

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

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

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

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

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

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

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

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

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

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

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

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

5-04.3(12)A2 Longitudinal Joints

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

5-04.3(12)B Bridge Paving Joint Seals

Bridge Paving Joint Seals shall be in accordance with Section 5-03.

5-04.3(13) Surface Smoothness

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

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

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

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

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

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

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

5-04.3(14) Planing Bituminous Pavement

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

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

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

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

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 must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).
- b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
- c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.
- d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
- e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
3. Permanent pavement marking must comply with Section 8-22.

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

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

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

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

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

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.
3. Haul routes from supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA supplier facilities to be used.
5. List of all equipment to be used for paving.

6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

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

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

1. General for both the Paving and Planing:
 - 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, public convenience and safety, and other Contractors who may operate in the Project limits.
 - 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 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, streetcar rail, and castings, before planing as per 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 of 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 of equipment as it relates to meeting Specification requirements.
 - c. Number of JMFs to be placed, and if more than one JMF is used, how the Contractor will ensure different JMFs are distinguished, how pavers and how MTVs are distinguished, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
 - d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and supplier shutdown of operations.
 - e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

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

5-04.3(16) HMA Road Approaches

Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

5-04.4 Measurement

HMA Cl. ½ In. PG 64S-28 shall be measured by the in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component

of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Soil residual herbicide will be not be measured, it will be considered incidental to other payment items and separate payment will not be made.

There will be no separate measurement for dust control (dewatering) and watering (e.g. compaction) operations by the Contractor.

5-04.5 Payment

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

“HMA Cl. ½ In. PG 64S-28”, per ton.

The unit Contract price per ton for “HMA Cl. ½ In. PG 64S-28” shall be full compensation for all costs, including anti-stripping additive and longitudinal joint seal, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal

Asphalt Cost Price Adjustment

There will be no cost adjustment for asphalt cost price adjustment.

Division 6 Structures

6-02 Concrete Structures

(*****)

6-02.1 Description

Section 6-02.1 Description is supplemented with the following:

This work shall also include installing concrete slabs, concrete aprons, and other concrete structures indicated.

6-02.2 Materials

(*****)

Section 6-02.2 is supplemented with the following:

Crushed Surfacing

WSDOT Std Spec. 9-03.9(3)

The concrete in the concrete slabs shall be air entrained concrete Class 4000 in accordance with the requirements of Section 6-02, unless otherwise indicated on the contractor drawings.

6-02.3 Construction Requirements

6-02.3(14) Finishing Concrete Surfaces

(*****)

Supplement this section with the following:

The completed surface shall be of uniform texture, smooth, uniform as to grade, and free from defects of all kinds. The completed surface shall not vary more than 1/8-inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline.

The finish shall be a medium broom finish, or as noted in the Plans, or as approved by the Port of Pasco. A non-uniform finish, an overworked finish, a finish where a cement layer has formed, discolored, is spalling, or a finish damaged by the weather, will not be accepted, and shall be replaced at the Contractor's expense.

6-02.4 Measurement

(*****)

Section 6-02.4 is supplemented with the following:

"Commercial Concrete Slab" shall be measured per square-yard.

6-02.5 Payment
(***)**

Section 6-02.5 is supplemented with the following:

“Commercial Concrete Slab”, per square-yard.

The unit contract price per square yard for “Commercial Concrete Slab” shall be full compensation for furnishing all labor, equipment, materials, crushed surfacing under the slabs, and all other incidentals necessary to supply, install, finish, install joints and all other incidentals work associated with the concrete slabs.

DIVISION 7

DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

7-04 STORM SEWERS

7-04.1 Description

Supplement this section with the following:

The term “storm drain(s)” shall mean the same as storm sewer(s). Work shall include cutting existing concrete, forming and supplying concrete base and channel to support ADA Compliant Trench Drain and Grate and forming to and matching existing concrete grade.

7-04.2 Materials

Supplement this section with the following:

Trench drain materials approved for use on this project shall be as follows:

ADA Compliant Trench Drain and Grate: Evergrate or equal. T-06C, Channel Frame, METRO Grate, Curb Face End plates. Steel channel shall be Hot Dip Galvanizing adhering to the ASTM A123 standard.

7-04.3 Construction Requirements

7-04.3(1) Cleaning and Testing

7-04.3(1)A General

Supplement this section with the following:

No infiltration or exfiltration test will be required for curb drain.

7-04.4 Measurement

“ADA Compliant Trench Drain and Grate” shall be measured per linear foot.

7-04.5 Payment

Supplement this section with the following:

The unit contract price per linear foot for “ADA Compliant Trench Drain and Grate” shall be full compensation for all labor, tools, equipment, and materials necessary to complete this item in place as shown on the Plans, including crushed surfacing top course, concrete forming, forming to curb face, matching concrete to existing grade, grate, steel channel, and all incidentals.

DIVISION 8 MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

(*****)

Supplement this section with the following:

The Contractor shall take all necessary precautions and utilize the Department of Ecology's (DOE) Best Management Practices to prevent sediment and fugitive dust from construction activities from entering into storm water systems, natural waterways, or environmentally sensitive areas and from otherwise being carried away from the construction area by storm water or air.

Temporary erosion protection shall be furnished, installed, and maintained for the duration of this Project to protect environmentally sensitive areas, sloped surfaces, adjacent areas and/or water bodies or conveyance systems. Temporary erosion protection may include the use of straw, jute matting, wattles, heavy plastic sheeting, or other forms of ground cover on areas disturbed by construction and catch basin inserts for catch basins down-slope from the construction. Sloped surfaces shall be restored and protected in such a manner that surface runoff does not erode the embankments, slopes, or ground surfaces, nor create surface channels, or ruts.

8-01.4 Measurement

8-01.4(1) Lump Sum Bid for Project (No Unit Items)

(*****)

Supplement this section with the following:

The Bid item "Erosion Control and Water Pollution Prevention" per lump sum shall include all erosion control.

8-04 CURBS, GUTTERS AND SPILLWAYS

8-04.1 Description

(*****)

This work shall also include installing precast Concrete Curb Stops.

8-04.2 Materials

(*****)

Section 8-04.2 is supplemented with the following:

Concrete Wheel Stop

Per Contract drawings, or equal.

8-04.3 Construction Requirements

(*****)

Section 8-04.3 is supplemented with the following:

All materials and workmanship shall be conducted per WSDOT Std Plan F-10.12-04. Existing curb and gutter may be wider than that shown on WSDOT Std Plan F-10.12-04. The contractor shall match the existing gutter width and no additional payment will be made to match existing dimensions.

Prior to constructing new curb the Contractor shall have the Engineer review the string line so that adjustments can be made if necessary.

Precast concrete wheel stops shall be installed per the Contract Drawings.

Section 8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways

(*****)

Section 8-04.3(1) is modified as follows: . Replace the first sentence with the following:

All Cement concrete curb, cement concrete curb and gutter shall be constructed with air entrained concrete class 4000 conforming to the requirements of Standard Section 6-02.

8-04.4 Measurement

(*****)

Section 8-04.4 is supplemented with the following:

“Concrete Wheel Stop”, shall be measured per each.

8-04.5 Payment

(*****)

Section 8-04.5 is supplemented with the following:

“Concrete Wheel Stop” per each.

The unit contract price per each for “Concrete Wheel Stop” shall be full compensation for furnishing all labor, equipment, materials, rebar anchors, epoxy, sealant, and all other incidentals necessary to supply and install the Concrete Wheel Stops as shown on the Contract Plans.

8-22 PAVEMENT MARKING

8-22.2 Materials

(*****)

Section 8-22.2 is supplemented with the following:

Materials shall also meet the requirements of the Standard Details.

Arrows, letters, symbols, stop bars, and crosswalks shall be Type B – Pre-formed Fused Thermoplastic. Painted lines shall as indicated on the plans. Pavement marking material type may vary only with written approval from the Engineer.

8-22.3(3)B Line Patterns

(*****)

Section 8-22.3(3)B is supplemented with the following:

Line patterns shall be per the WSDOT Standard Plans.

8-32 SALVAGE AND RELOCATE EXISTING FLAGPOLE AND ACCENT LIGHTS

(*****)

8-32.2 Description

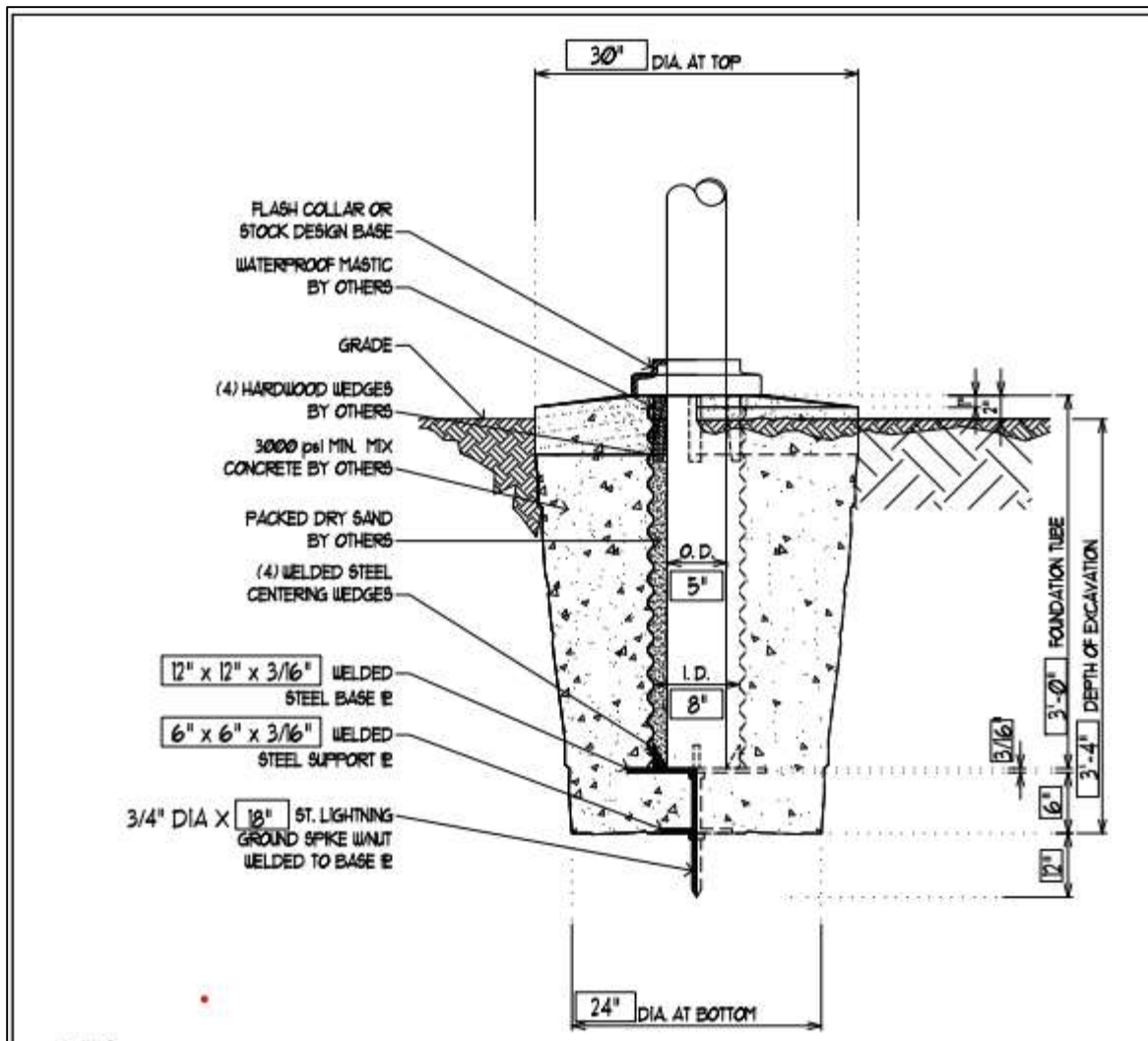
The contractor shall disconnect accent lights, re-route electrical conduit and conductor to revised location. Contractor shall remove and salvage accent light foundations or furnish and install new accent light foundations. Contractor shall salvage the existing flagpole. Contractor shall install new flagpole foundation, sleeve, sand, wedges, lightning rod, rebar, concrete, and all incidental to complete relocation (either bolted to concrete footing or direct bury to match existing flagpole).

8-32.3 Materials

Flagpole foundation shall match existing

Direct Bury Flagpole

- Sleeve 16 ga Galvanized CMP pipe, minimum 10% of flagpole above ground height, Minimum diameter of 3" greater than flagpole butt diameter
- Hardwood Wedges Minimum 4 Hardwood Wedges
- Welded Steel Base Plate, 12" x 12" x 3/16" Minimum
- 6" x 6" x 3/16" Welded Steel Support
- 3/4" Diameter by 18" steel lightning ground spike with nut welded to base plate
- Dry packed Sand: ASTM C-33 Sand
- Commercial Concrete, Cast to Native soil, Concrete footing shall have minimum diameter of 24" at base of sleeve and minimum diameter of 30" at ground level, sloped to drain away from flagpole.
- Waterproof Mastic



SAMPLE FOUNTAIN CONFIGURATION

Anchor Bolt Mounting

Embedded Galvanized steel J-bolts, minimum 4, matching diameter of existing J-bolts

Concrete footing: Commercial Concrete, Cast to Native soil, Concrete footing shall have minimum diameter of 24" at base of sleeve and minimum diameter of 30" at ground level, sloped to drain away from flagpole. Minimum concrete footing depth of 10% of flagpole above ground height. Footing shall have #4 rebar cage, 12" min spacing both dimensions.

8-32.4 Measurement

"Salvage and Relocate Existing Flagpole and Accent Lights", shall be measured per lump sum.

8-32.5 Payment

"Salvage and Relocate Existing Flagpole and Accent Lights", per lump sum, shall be full compensation for providing all materials, equipment, and labor necessary for relocation and installation per the Contract Drawings and as indicated in the Contract Documents.

8-33 SALVAGE AND RELOCATE ENTRANCE GATE ARM AND CARD READER (***)**

8-33.1 Description

The contractor shall keep the existing employee entrance open during construction until such time that the card reader and access gate arm can be installed and operational. The contractor shall schedule this activity outside of regularly scheduled shift changes to avoid access disruption to the employee parking lot.

The contractor shall coordinate their efforts with the Port's parking contractor, *Parking Concepts*, and specifically with Theresa Newell by email at tnewell@parkingconcepts.com or by phone at 509-378-6699.

Work shall include removal and salvage of existing card reader and access gate, removing existing anchor bolts and concrete slabs, installing electrical j-box, trenching and furnishing and installing electrical and communication conduit from j-box to new card reader and gate location. Work shall include installation of new concrete slab and anchor bolts to mount gate and card reader at new location. Gate installation includes traffic loops (by Parking Concepts). Contractor shall coordinate with Parking Concepts for required location of card reader, gate, loop installation prior to paving, conduit sizes, and associated work.

8-33.2 Materials

The contractor shall make every effort to disconnect, salvage and relocate the card reader, mounting arm, gate arm and supporting structure at the location shown on the construction plans. The contractor shall coordinate with Theresa Newell at least 48 hours before relocation activities are to commence.

Salvage and Relocate Existing Entrance Gate Arm and Card Reader includes providing the necessary conduit size and type to the new location as indicated on the construction plans.

Conduit: Schedule 40, PVC

Concrete: Commercial Concrete

Anchor Bolts: Galvanized Steel, J -bolts, sized for equipment to be installed

Junction BOXES: QUAZITE, 25" X15.5" X 18" HEIGHT, MONOLITHIC POLYMER CONCRETE, WITH COVER MARKED "ELECTRIC", STAINLESS STEEL HEX HEADS.

8-33.5 Payment

"Salvage and Relocate Existing Entrance Gate Arm and Card Reader", per lump sum, shall be full compensation for providing all materials, equipment, and labor necessary for relocation and installation per the Contract Drawings and as indicated in the Contract Documents.

END OF DIVISION 8

END OF SPECIAL PROVISIONS

DRAWINGS