



**PROJECT MANUAL FOR THE
ALAMEDA AVENUE WEST SIDEWALK EXTENSION PROJECT
(Cypress Point to Emerson Street)
CITY OF FIRCREST, WASHINGTON**

BID DOCUMENTS

TIB NO. 3-P-130(005)-1

PREPARED BY

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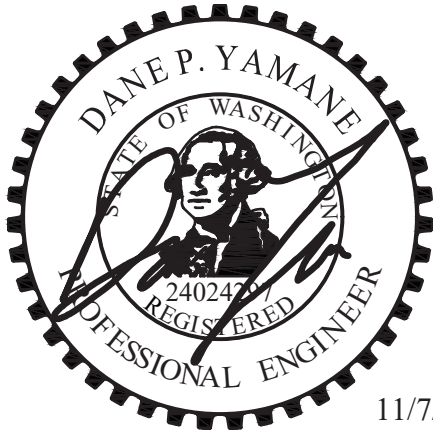
November 2025

THE CITY OF FIRCREST

ALAMEDA AVENUE WEST SIDEWALK EXTENSION PROJECT (Cypress Point to Emerson Street)

CERTIFICATION

The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.



11/7/2025

Dane Yamane, P.E.

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ADVERTISEMENT FOR BIDS
ALAMEDA AVENUE WEST SIDEWALK EXTENSION PROJECT

Notice is hereby given that the City of Fircrest, Pierce County, Washington does hereby invite sealed proposals for the **ALAMEDA AVENUE WEST SIDEWALK EXTENSION PROJECT** as described and in accordance with the Bid Documents.

Bid Documents will be available beginning **November 17, 2025**. Free-of-charge access to project Bid Documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Fircrest". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

This Contract provides for the improvement of approximately 700 linear feet of continuous traffic curb and gutter and sidewalk along the west side of Alameda Avenue between existing sidewalk end points at the Cypress Point driveway entrance, north to an existing curb ramp at the southwest corner of Emerson Street. Between the back of curb and sidewalk there will be a 5' wide planter area, consisting of 4' of landscaped area and 1' of choker course gravel. The sidewalk section will be installed as dense concrete over a ballast course that can accept surface runoff via the choker course and provide on-site infiltration. Existing driveways within the project limits will be replaced with dense concrete aprons and HMA driveway patches. Minor storm drain improvements within the roadway will be included as part of this project and all related work as shown on the Plans and as described in the Project Manual.

Estimated Bid Range: \$275,000 - \$350,000

Proposals for this work must be sealed, marked "CITY OF FIRCREST – ALAMEDA AVENUE WEST SIDEWALK EXTENSION PROJECT", and returned to the City of Fircrest City Hall at 115 Ramsdell Street, Fircrest, WA 98466-6999 by **10:00 AM DECEMBER 2, 2025** where and at which time the proposals will be opened and read aloud.

Direct questions regarding the project to Dane Yamane, at Psomas Email dane.yamane@psomas.com. All work performed on this project will be subject to Washington State prevailing wage rates. The City of Fircrest is an Equal Opportunity Employer.

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Each bid shall be accompanied by a bid bond, in the amount not less than 5% of the bid amount, with a corporate surety licensed to do business in the State of Washington, and no bid will be considered unless accompanied by such a bond. At time and place named, such bids will be opened and read, and the City of Fircrest staff will proceed to canvas the bids, and may award the project Contract to the lowest responsible bidder. The City of Fircrest reserves the unqualified right in their sole and absolute discretion to reject any and all bids, and to accept the bid which, in their sole and absolute judgment will, under all circumstances, best serve the interest of the City of Fircrest.

THE CITY OF FIRCREST
Tyler Bemis, Public Works Director

DATE:	March 11, 2025
PUBLISH:	The Seattle Daily Journal of Commerce, November 17 and November 24, 2025 The Tacoma Daily Index, November 17 and November 24, 2025
BID OPENING:	10:00 AM December 2, 2025

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INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in the Instructions to Bidders which are defined in the General Requirements of the Construction Contract, have the meanings assigned to them in the General Requirements. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of Bidding Documents may be obtained by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Fircrest".
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. BIDDER RESPONSIBILITY CRITERIA

All Bidders must submit the Mandatory Bidder Responsibility Checklist contained in this Project Manual with the bid proposal documents at the time of Bid opening. After Bid opening, the Owner will request additional responsibility submittals in accordance with the Supplemental Bidder Responsibility Criteria contained in this Project Manual.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting a Bid, each Bidder must:
 - a) Examine the Contract Documents thoroughly;
 - b) Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the work;
 - c) Familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and
 - d) Study and carefully correlate Bidder's observations with the Contract Documents.
- 4.2 Before submitting their bid, each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his or her Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

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- 4.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his or her Bid.
- 4.4 The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the General Requirements or Drawings.
- 4.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he or she has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by email to all parties recorded by the Engineer as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. BID SECURITY

- 6.1 Bid Security shall be made payable to Owner, in an amount of five percent of the Bidder's Schedule A price and in the form of a certified or bank check or a Bid Bond issued by a Surety meeting the requirements of the Standard Specifications.
- 6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within twenty (20) days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

7. CONTRACT TIME/COMMENCEMENT OF WORK

The number of days within which, or the date by which, the work is to be completed (the Contract Time) is set forth in Section 1-08.5 of the Special Provisions.

8. LIQUIDATED DAMAGES

If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum as identified in Section 1-08.9 of the Standard Specifications for each and

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every day said work remains uncompleted after expiration of the specified time as liquidated damages.

9. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications, 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".

10. SUBCONTRACTORS, ETC.

10.1 The identity of certain Subcontractors and materials suppliers shall be provided with the Bidder's Proposal in accordance with the instructions contained on the Subcontractor Listing Form contained in these Contract Documents. If the Owner or Engineer has any reasonable objection to any proposed Subcontractor or materials supplier, they may request the apparent successful Bidder to submit an acceptable substitute without an increase in Bid price before giving the Notice of Award. If the apparent successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but the Bidder declining to make any such substitution will not constitute grounds for sacrificing such Bid Security. Any Subcontractor or materials supplier so listed and to whom the Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.

10.2 No Contractor shall be required to employ any Subcontractor, other person or organization against whom they have reasonable objection.

11. BID FORM

11.1 The Bid Form is attached hereto; additional copies may be obtained by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Fircrest".

11.2 Bid Forms must be completed in ink or by typewriter. The Unit Bid Price of each item on the form must be stated numerals.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

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- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 11.7 The address to which communications regarding the Bid are to be directed must be shown.
- 11.8 All bidders are required to provide pricing for every item listed on the Bid Proposal Form. Failure to provide pricing for every item listed on the Bid Proposal Form will result in a non-responsive bid.

12. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope, with the notation "Bid Enclosed" on the face thereof.

13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written Notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of their Bid, that Bidder may withdraw their Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

14. OPENING OF BIDS

When Bids are opened publicly they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

15. BIDS TO REMAIN OPEN

All Bids shall remain open for forty-five (45) days after the day of the Bid opening, but

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Owner may, in his/her sole discretion, release any Bid and return the Bid Security prior to that date.

16. AWARD OF CONTRACT

- 16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates if requested in the Bid forms. It is Owner's intent to accept alternates (if any are accepted) in any order or combination.
- 16.3 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the General Requirements. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- 16.4 Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 16.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 16.6 If the contract is to be awarded it will be awarded to the lowest Bidder (including selected alternates) whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

17. PERFORMANCE AND OTHER BONDS

The Standard Specifications set forth Owner's requirements as to performance and other bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

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18. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents.

Within ten days thereafter Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached. The Owner will deliver one fully signed copy to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and return documents for signatures.

19. SPECIAL LEGAL REQUIREMENTS

19.1 The Sales Tax shall be paid by the Contractor as required by the laws of the State of Washington. Said sales tax, if applicable, shall be shown separately in the bidder's proposal in the spaces provided.

19.2 The Contractor must comply with the requirements of the United States Department of Labor Safety and Health Regulations for Construction, 29 CFR 1518 of April 17, 1972, Part II, as well as the Washington Industrial Safety and Health Act of 1973, or as amended therefore.

19.3 The Contractor and all their subcontractors shall be responsible for paying prevailing rate of wages to all workmen, laborers, or mechanics employed in the performance of any part of this Contract in accordance with the provisions of Chapter 39.12 RCW, as amended. On federal aid projects, federal wage laws and regulations are also applicable. The rules and regulations of the Department of Labor on federal aid projects, and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed are by reference made a part of this Contract.

On projects governed by wage rates determined by the State of Washington Department of Labor and Industries and by the U.S. Secretary of Labor, if there is a difference between the two in the prevailing rate of wage for a similar classification of labor, the Contractor shall pay not less than the wage which is the higher of the two.

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.

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 of Washington (or to the United States Secretary of Labor when prevailing wages established by that office are involved), and his decision therein shall be final and

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conclusive and binding on all parties involved in the dispute.

20. LUMP SUM AND UNIT PRICES

- 20.1 Lump sum prices shall include all materials, labor, services, equipment and all work necessary to complete the project in accordance with the plans and specifications that are not included in unit price items. If an increase is required in the work covered by a lump sum price, it shall be computed on the basis of "extra work" for which an increase in payment will have been earned, and if there should be a decrease in the lump sum payment, it shall be only as a result of negotiation between the Contractor and the Owner.
- 20.2 Unit prices, if applicable, shall include all labor, materials, equipment, shoring, pumping, overhead, profit, insurance, etc., needed to complete the finished work called for.
- 20.3 It is understood that any estimate with respect to time, materials, equipment, or services which may appear on the plans or in the specifications is for the sole purpose of assisting the Contractor in checking his own independent calculations, and at no time shall the Contractor attempt to hold the Owner, the Engineer or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.
- 20.4 Unless provided for otherwise in the contract specifications, the Contractor shall coordinate and obtain all permits and licenses required for the completion of this project. All costs for coordinating and obtaining such permits shall be included in the contract items provided, and no separate payment shall be made.

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BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms which must be executed in full as required:

(a) Bid Proposal:

The lump sum and unit bid prices must be shown in the space provided.

(b) Proposal Signature Sheet:

To be completed and signed by the bidder.

(c) Bid Bond Deposit:

This form is to be executed by the bidder and the surety company unless bid is accompanied by a certified check. The amount of this bond shall be not less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis. Checks shall be payable to The City of Fircrest. Bonds shall be furnished by a company authorized to do business in the State of Washington.

(d) Non-Collusion Affidavit:

Non-collusion Affidavit must be subscribed to and sworn before a notary public.

(e) Subcontractor and Material Supplier Listing:

This form must be submitted with the bid proposal. The contractor shall list all subcontractors and material suppliers who are required to be listed, in accordance with the instructions contained thereon.

(f) Statement of Bidder's Qualifications:

To be completed and signed by the bidder.

(g) Contractor Certification Wage Law Compliance – Responsibility Criteria

To be completed and signed by bidder.

The following forms are to be executed after the Contract is awarded:

(a) Contract:

This agreement is to be executed by the successful bidder.

(b) Performance Bond:

To be executed by the successful bidder and the bidder's surety company.

(c) Declaration of Option for Management of Statutory Retained Percentage:

This item is to be executed by the successful bidder.

SCHEDULE OF PRICES - CITY OF FIRCREST

Alameda Ave West Sidewalks

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

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

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICED BID	UNIT PRICE Dollars Cts.	TOTAL ITEM PRICE Dollars Cts.
SCHEDULE OF PRICES				
100	1 FA	Minor Change, per Force Account 1-04	\$5,000.00	\$5,000.00
101	1 LS	Mobilization, per Lump Sum 1-09	LUMP SUM	\$
102	1 LS	Project Temporary Traffic Control , per Lump Sum 1-10	LUMP SUM	\$
103	1 LS	Removal of Structures and Obstructions, per Lump Sum 2-02	LUMP SUM	\$
104	348 SY	Asphalt Conc. Pavement Removal, per Square Yard 2-02	\$	\$
105	110 SY	Cement Conc. Sidewalk Removal, per Square Yard 2-02	\$	\$
106	55 LF	Curb & Gutter Removal, per Linear Foot 2-02	\$	\$
107	4 EA	Adjust Existing Utility to Finished Grade, per Each 2-02	\$	\$
108	467 SY	Construction Geotextile for Underground Drainage, per Square Yard 2-12	\$	\$
109	219 TN	Crushed Surfacing Top Course , per Ton 4-04	\$	\$
110	162 TN	Permeable Ballast Base Course, per Ton 4-04	\$	\$
111	11 TN	Crushed Surfacing Choker Course, per Ton 4-04	\$	\$
112	191 TN	HMA CL. 1/2 In. PG 58H-22 , per Ton 5-04	\$	\$
113	1 LS	Storm Drain Improvements, Complete, per Lump Sum 7-04	LUMP SUM	\$
114	1 LS	Erosion Control and Water Pollution Prevention, per Lump Sum 8-01	LUMP SUM	\$
115	1 LS	Property Restoration , per Lump Sum 8-02	LUMP SUM	\$
116	432 LF	HDPE Root Barrier, per Linear Foot 8-02	\$	\$
117	737 LF	Cement Conc. Traffic Curb and Gutter, per Linear Foot 8-04	\$	\$
118	53 LF	Cement Conc. Pedestrian Curb, per Linear Foot 8-04	\$	\$
119	201 SY	Cement Conc. Driveway Entrance, per Square Yard 8-06	\$	\$
120	359 SY	Cement Conc. Sidewalk , per Square Yard 8-14	\$	\$

ITEM NO.	APPROX. QUANTITY	ITEM WITH UNIT PRICED BID	UNIT PRICE Dollars Cts.	TOTAL ITEM PRICE Dollars Cts.
121	2 EA	Remove and Relocate Mailbox, per Each 8-18	\$	\$
122	1 EA	Remove and Relocate Sign, per Each 8-21	\$	\$
123	1 LF	Paint Line, per Linear Foot 8-22	\$	\$
124	1 EA	Plastic Bicycle Lane Symbol, per Each 8-22	\$	\$
125	1 SF	Landscape Block Wall , per Square Foot 8-24	\$	\$
TOTAL BID =				

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PROPOSAL SIGNATURE

If the bidder is awarded a Contract on this Proposal, the surety who will provide the Performance Bond will be:

_____ whose address is:

The business address of the Bidder who is submitting this proposal is:

_____ ,

which is the address to which all communications concerning this Proposal and the Contract should be sent.

The names of the principle officers of the company, partnership, or corporation, or all persons who may represent the Bidder are as follows:

(a) For non-incorporated bidders:

in witness thereto the undersigned has set (his)(their) hand(s) this _____ day of _____, 20__.

Bidder

Title Telephone No.

State Contractor License No.: _____

Date of Expiration of License: _____

Federal Employer Identification Number Issued by I.R.S.: _____

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OR

(b) For incorporated bidders:

In witness whereof the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly elected officers this _____ day of _____, 20__.

Name of Corporation

By

Title

Telephone No.

Attested to by Secretary

State Contractor License No.: _____

Date of Expiration of License: _____

Federal Employer Identification Number Issued by I.R.S.: _____

1. If the bidder is a co-partnership, so state giving firm name under which business is transacted.
2. If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

Receipt of the following Addenda to the Plans and/or Specifications is hereby acknowledged:

Addendum Number	Date of Receipt	Signed Acknowledgment
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Proposal.

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The undersigned also agrees as follows:

1. Within ten (10) days after the Contract is awarded, to execute the Contract and to furnish to the City of Fircrest a satisfactory contract bond, guaranteeing the faithful performance of the work and payment of bills.
2. Enclosed with this proposal is a cashier's or certified check for \$_____ or a bid bond in the sum of five percent (5%) of bid which it is agreed shall be collected and retained by the City of Fircrest as liquidated damages in the event this proposal is accepted by the City of Fircrest within forty-five (45) calendar days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the City of Fircrest, under the conditions thereof, within ten (10) calendar days after the undersigned is notified that said proposal has been accepted, otherwise said check or bond shall be returned to the undersigned upon demand.
3. That his/her proposal cannot be withdrawn within forty-five (45) days after the scheduled time for receipt of bids.
4. That it is understood the City of Fircrest may accept or reject any or all bids.
5. Receipt of Addenda numbered through _____ is hereby acknowledged.

Signature of Bidder

By_____

Date_____

Address of Bidder_____

Name and Addresses of Firm Members:

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BID BOND DEPOSIT

Herewith find deposit in the form of a certified check, cashiers check, cash or bid bond in the amount of \$ _____, which amount is not less than five percent (5%) of the total bid.

Signature _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Fircrest, as Obligee, in the penal sum of _____ dollars for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the principal for the

CITY OF FIRCREST – ALAMEDA AVENUE WEST SIDEWALK EXTENSION PROJECT according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect and Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED, AND DATED this ____ day of _____, 20__.

Principal

Surety

On this _____ day of _____, 20__, received return of deposit in the sum of \$ _____.

Signature _____

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NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
) : ss
COUNTY OF _____)

_____, being first duly sworn, on his/her oath certifies that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he/she further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to _____ an advantage over any other bidder or bidders.

CITY OF FIRCREST – ALAMEDA AVENUE WEST SIDEWALK EXTENSION PROJECT

(Contractor)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the State of Washington,
residing at _____.

*ALAMEDA AVENUE WEST SIDEWALKS EXTENTION PROJECT
(Cypress Point to Emerson Street)*

SUBCONTRACTOR AND MATERIAL SUPPLIER LISTING

Bidders must list the Firm Name for all subcontractors and material suppliers whose scope of work is identified under Designated Work below.

In addition, Bidders must also list the Firm Name for all Subcontractors whose subcontracts exceed ten (10) percent of the submitted Bid amount, and identify the Designated Work for those Subcontractors in the column provided.

List each Firm Name only once unless the subcontractor or material supplier is performing work under more than one category. If a Designated Work category requires more than one subcontractor or material supplier, then list only the Firm Name with the largest dollar value of work in that category.

If the Bidder intends to perform the work without a subcontractor, then “N.A.” is an acceptable response in the column of Firm Name, unless this Contract requires the work to be performed by a Subcontractor.

(If additional space is required, provide same information on separate sheet)

<u>Firm Name</u>	<u>Designated Work</u>

Signed by

Name of Bidder/Firm Submitting Bid

ALAMEDA AVENUE WEST SIDEWALKS EXTENTION PROJECT
(Cypress Point to Emerson Street)

CITY OF FIRCREST
STATEMENT OF BIDDER'S QUALIFICATIONS

Contractor Name: _____ Contact: _____

Business Address: _____

Business phone: _____ Fax: _____

Number of years the Contractor has been engaged in the construction business under the present firm name: _____

Describe the general character of work performed by your company: _____

List five projects of a similar nature which Contractor has completed within the last 10 years.
Include contract amount and contact information for references:

Project Name	Amount	Owner/Agency	Contact	Phone	Year Completed

See the supplemental bidder qualification requirements specified in Special Provision Section 1-02.1.

List major equipment anticipated to be used on this project; indicate whether Contractor-owned or to be leased from others: _____

Bank reference(s): _____

Washington State Contractor Registration No.: _____

Uniform Business Identification No.: _____

I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of the City of Fircrest project should I become the successful bidder.

Authorized Signature: _____

Print Name: _____ Title: _____

ALAMEDA AVENUE WEST SIDEWALKS EXTENTION PROJECT
(Cypress Point to Emerson Street)



**Washington State
Department of Transportation**

Contractor Certification
Wage Law Compliance - Responsibility Criteria
Washington State Public Works Contracts

**FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL
MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD**

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has **NOT** been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the Call for Bids.

Bidder Name: _____
Name of Contractor/Bidder - Print full legal entity name of firm

By: _____
Signature of authorized person Print Name of person making certifications for firm

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____

ALAMEDA AVENUE WEST SIDEWALKS EXTENTION PROJECT
(Cypress Point to Emerson Street)

CONTRACT

THIS AGREEMENT, made and entered into in duplicate, this _____ day of _____, 2025, by and between the City of Fircrest, hereinafter called the Owner, and _____, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein, and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all tools, materials, and equipment for the CITY OF FIRCREST – ALAMEDA AVENUE WEST SIDEWALK EXTENSION PROJECT in accordance with and as described in the attached plans and specifications and the 2025 edition of the WSDOT Standard Specifications for road, Bridge, and Municipal Construction (except where noted otherwise) which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

Work shall be completed within Forty (40) working days.

If said work is not completed within the time specified, the Contractor agrees to pay to the Owner, as liquidated damages, the sum as outlined in Section 1-08.9 of the Standard Specifications.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Fircrest.

2. The City of Fircrest hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor for himself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein upon the part of the Contractor.
4. It is further provided that no liability shall attach to the City of Fircrest by reason of entering into this contract, except as expressly provided herein. Contractor shall protect, indemnify and hold the City of Fircrest and City Employees, Directors Officers and Officials harmless from and against any damage, cost, or liability, including reasonable attorney's fees, for any or all injuries

ALAMEDA AVENUE WEST SIDEWALKS EXTENTION PROJECT
(Cypress Point to Emerson Street)

to persons or damage to property arising from acts or omissions of the Contractor, its officers, employees, agents, or subcontractors.

5. The Contractor shall not discriminate against any person, firm, partnership, or organization as it pertains to race, color, religion, sex, age, national origin, marital status, sexual orientation, medical condition, physical handicap or disability. Any person, firm, partnership, or organization contracting with, or doing business with, the City of Fircrest, shall be in conformity with the City of Fircrest's policy on non-discrimination.
6. The City of Fircrest and Fircrest employees, Directors, Officers and Officials shall be added as a Primary – Non Contributory additional insured for General Liability per attached endorsement CG 8416.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

By _____
(City Manager)

By _____
(Contractor)

Approved as to Legality:

(City Attorney)

*ALAMEDA AVENUE WEST SIDEWALKS EXTENTION PROJECT
(Cypress Point to Emerson Street)*

PERFORMANCE BOND

BOND TO CITY OF FIRCREST

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____

as principal, and _____, a corporation organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the City of Fircrest in the penal sum as identified in the Standard Specifications, the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington and the Ordinances of the City of Fircrest.

Dated at _____, Washington, this _____ day of _____, 20__.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Council of the City of Fircrest passed in regular Council meeting on _____, 20__ to award this contract, the Council of said City of Fircrest has let or is about to let to the said, _____, the above bounden Principal, a certain contract, the said contract being _____, and providing for _____ (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____ shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold said City of Fircrest harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the said principal, or any sub-contractor in the performance of said work, and shall indemnify and hold the City of Fircrest harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the City of Fircrest, then and in that event

ALAMEDA AVENUE WEST SIDEWALKS EXTENTION PROJECT
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this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved as to Legality: _____

Approved: _____

PRINCIPAL

Company Name

Authorized Signature

Title

SURETY

Surety Company

Authorized Company

Title

Please attach certification of authorization for signatures for Surety company.

CITY OF FIRCREST, WASHINGTON

ALAMEDA AVENUE WEST SIDEWALK EXTENSION PROJECT

**DECLARATION OPTION FOR MANAGEMENT OF
STATUTORY RETAINED PERCENTAGE**

A. I hereby elect to have the retained percentage of this contract held in a fund by the City of Fircrest until thirty (40) days following final acceptance of the work.

Signed _____

Date _____

B. I hereby elect to have the City of Fircrest invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute.

The City of Fircrest shall not be liable in any way for any costs or fees in connection therewith.

Signed _____

Date _____

SPECIAL PROVISIONS

ALAMEDA AVENUE WEST SIDEWALKS EXTENSION PROJECT
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INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)

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 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 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)

Project specific special provisions are labeled without a date as such:

*(*****)*

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual M21-01, current edition

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

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ALAMEDA AVENUE WEST SIDEWALKS EXTENSION PROJECT
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DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

This Contract provides for the improvement of approximately 700 linear feet of continuous traffic curb and gutter and sidewalk along the west side of Alameda Avenue between existing sidewalk end points at the Cypress Point driveway entrance, north to an existing curb ramp at the southwest corner of Emerson Street. Between the back of curb and sidewalk there will be a 5' wide planter area, consisting of 4' of landscaped area and 1' of choker course gravel. The sidewalk section will be installed as dense concrete over a ballast course that can accept surface runoff via the choker course and provide on-site infiltration. Existing driveways within the project limits will be replaced with dense concrete aprons and HMA driveway patches. Minor storm drain improvements within the roadway will be included as part of this project and all related work as shown on the Plans and as described in the Project Manual.

1-01 DEFINITIONS AND TERMS

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

ALAMEDA AVENUE WEST SIDEWALKS EXTENSION PROJECT
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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.

ALAMEDA AVENUE WEST SIDEWALKS EXTENSION PROJECT
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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 Section 1-02.1 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.

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:

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To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	3	Hard Copy and PDF - Furnished automatically upon award.
Contract Provisions	1	PDF Furnished automatically upon award.
Large plans (e.g., 22" x 34")	1	PDF Furnished automatically upon request.

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 Examination of Plans, Specifications, and Site of Work

1-02.4(1) General

(December 30, 2022 APWA GSP Option A)

The first sentence of the ninth paragraph, beginning with "Prospective Bidder desiring...", is revised to read:

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.5 Proposal Forms

(November 25, 2024 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's DBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. The required certifications are included as part of the Proposal Form.

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

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1-02.6 Preparation of Proposal

(*****)

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.
6. Some bid items in the Proposal are required to have the same unit bid price for each schedule of work, these items are indicated on the bid proposal.

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 DBE 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 DBE 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;

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6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

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

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

1-02.9 Delivery of Proposal

*(*****)*

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the 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.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 25, 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 to receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set of 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.

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1-02.13 Irregular Proposals

(September 3, 2024 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 Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - c. A price per unit cannot be determined from the Bid Proposal;
 - d. The Proposal form is not properly executed;
 - e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
 - f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
 - g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;
 - i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit the Bidder Questionnaire (DOT Form 272-022), if applicable as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or
 - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.
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. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
 - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
 - e. Receipt of Addenda is not acknowledged;
 - f. 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
 - g. If Proposal form entries are not made in ink.

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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.

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 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.

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.

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1-03.3 Execution of Contract

(July 8, 2024 APWA GSP Option A)

Revise this section to read:

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

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, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

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

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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).

1-03.7 Judicial Review
(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-04 SCOPE OF 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,
5. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

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1-04.4 Changes

(January 19, 2022 APWA GSP)

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

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 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.

1-05 CONTROL OF WORK

Conformity with and Deviations from Plans and Stakes

*(*****)*

Section 1-05.4 is supplemented with the following:

Contractor Surveying - Roadway

The Contracting Agency has provided primary survey control in the Plans. Upon request, the Engineer of Record will provide Contractor with project CAD files that include the horizontal alignment of face of curb, construction centerline, and control points.

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

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 the Contractors expense.

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

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.

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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. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 100 feet.
3. Staking the location of the station and offset shown on the plans for all pavement markings.
4. Staking required for all curbs, sidewalk, and curb ramps including at a minimum all location points shown on the plans.
5. Surveying as required to determine required depth of pavement grinding to achieve the required depth from finish grade as shown on the plans. Finish grade is defined as a straight line grade between the lip of gutter and the edge of pavement or centerline of pavement where pavement removal crosses the roadway centerline.
6. Location of all existing surface utilities as required to locate and adjust utilities to finish grade upon placement of final lift of HMA.
7. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
8. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

Contractor shall create and provide survey cut sheets for each point staked. Cut sheets shall be provided to the Engineer a minimum of one working day prior to construction of staked points.

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

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	<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)
Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 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.

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

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

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 Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

Payment

No separate payment will be made for Contractor Provided survey. All cost associated with construction survey shall be incidental to and included in the contract bid item provided in the proposal that the survey is associated with.

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

(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

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

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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 therefore.

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.

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1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices

(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

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

Add the following new sections:

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

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

1-06 CONTROL OF MATERIAL

1-06.1 Approval of Materials Prior to Use

(April 3, 2017 WSDOT GSP)

Section 1-06.1 is supplemented with the following:

For each proposed material that is required to be submitted for approval using either the QPL or RAM process the Contractor will be allowed to submit for approval two material sources or manufacturers per material type at no cost. Additional material sources or manufacturers may be submitted for approval and will be processed at a cost of \$125.00 per material source or manufacturer submitted by QPL submittal and \$400.00 per material submitted by RAM. All costs for processing additional material sources or manufacturers will be deducted from monies due or that may come due to the Contractor. Subject to a request by the Contractor and a determination by the Engineer the costs for processing may be waived.

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1-06.2 Acceptance of Materials

1-06.2(2)B Financial Incentive

(January 4, 2024 AWP A GSP)

Replace the first sentence of this Section with the following:

The maximum Composite Pay Factor shall be 1.00.

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.

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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)

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 (or release the Contract Bond if a FHWA-funded Project) 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

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

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

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

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).

1-07.7 Load Limits

This section is to be supplemented with the following:

(March 13, 1995 WSDOT GSP OPT 6)

If the sources of materials provided by the Contractor necessitate hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

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 on the Plans of existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

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

Jeff Davis (City of Fircrest Utility M&O)	(253) 564-8900
Buried Cable Locating Assistance	(800) 424-5555

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, 2024 APWA GSP)

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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 insurers with a current A. M. Best rating of not less than A-: VII and 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 shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. 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 and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

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.

I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this

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Section. A “wrap up policy” is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

1-07.18(2) Additional Insured

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

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

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.

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Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

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Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$3,000,000	General Aggregate
\$3,000,000	Products & Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury each offence
\$2,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

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
-------------	-------------------------------------

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.

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

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

*(*****)*

For the purpose of this section:

- Peak Traffic Hours are defined as weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.

The following restrictions shall apply to temporary traffic control lane closures:

- Maintain two-way traffic during all non-working hours
- At a minimum maintain one-lane alternating traffic on Alameda Ave during working hours.
- No detours will be allowed.
- Access to all driveways on Alameda Ave shall be always maintained at all times, except when concrete or HMA paving is being completed directly in front of the driveway. Contractor shall coordinate driveway closures during the paving process. All concrete shall be protected as required to allow use of the driveway while concrete cures.

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If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. Exceptions to these restrictions are listed below and when applicable take precedence over closures listed above.

The Engineer may also consider on a case-by-case basis additional exceptions following a written request by the Contractor.

Driveway Closures

Cement Concrete Driveways shall be constructed that maintains access during the concrete curing process. This may require driveways are constructed a half at a time and/or providing protective steel plating to bridge the concrete.

Traffic Delays

When flaggers are used to control traffic, traffic shall not be stopped for more than 5 minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

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

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

General Restrictions

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

Controlled Access

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

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

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

Advance Notification

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

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

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

(****)

Public Notification

The Contractor shall furnish written notifications that provide advance notification of driveway closures a minimum of 2 working days prior to the closure.

The Contractor shall notify City, in writing, a minimum of 7 working days prior to each closure. The Contractor shall furnish copies of these notifications to the Engineer.

1-07.24 Rights of Way

(April 22, 2025 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor

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shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(July 8, 2024 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 review DBE Requirements, Training Plans, and Apprenticeship Plans, when applicable.
5. To establish normal working hours for the work;
6. To review safety standards and traffic control; and
7. 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.

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Add the following new section:

1-08.0(2) Hours of Work

(*****)

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 Monday through Saturday, 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 and will be based on the approved traffic control plans.

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

1-08.1 Subcontracting
(December 30, 2022 APWA GSP, Option A)

Section 1-08.1 is supplemented with the following:

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower

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tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection.

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), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004).

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress payment until every subcontractor and lower tier subcontractor's retainage has been released.

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.

1-08.1(7) A Payment Reporting

(November 25, 2024 APWA GSP)

Delete this section and replace it with the following:

1-08.1(7)A Vacant

1-08.1(8)B Clauses Required in Subcontracts of All Tiers

(November 25, 2024 APWA GSP)

Delete item 8 of the second paragraph of Section 1-08.1(8)B.

1-08.1(9) Submittal of Executed Subcontracts

(April 22, 2025 APWA GSP, Option B)

Section 1-08.1(9) content and title are deleted and replaced with the following:

Vacant

1-08.3 Progress Schedule

1-08.3(2) Progress Schedule Types

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

Revise this section to read:

The Contractor shall submit 5 copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and accept or return the schedule for corrections within 15 calendar days of receiving the submittal.

Type A Progress Schedule must include Traffic Control Plan and note when day or night work will take place. At a minimum the following items shall be shown on the Schedule:

- Removal and installation of pavement/sidewalk/curbs along the west side of Alameda Ave
- Pavement planning and paving
- Utility improvements

Contractor shall submit one PDF and electronic copy of the progress schedule to the Engineer in the format it was created in.

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.

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

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1-08.5 Time for Completion

(November 25, 2024 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 all partial or whole days the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, 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. Monthly Reports in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
 - g. Property owner releases per Section 1-07.24

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Section 1-08.5 is supplemented with the following:

(March 13, 1995 WSDOT GSP Option 7)

This project shall be physically completed within **40 working days**.

1-08.6 Suspension of Work

*(*****)*

Supplement this section with the following:

Once all concrete curbs/sidewalks and all other required restoration behind the curb is complete a suspension/non-working day will be granted for each day that 7 day advance forecasted weather conditions do not meet the weather temperatures required Section 5-04.3(1).

At the discretion of the Engineer, contract time may be suspended for no more than 21 days to allow for manufacturer's recommended surface cure time to pass prior to installation of permanent pavement markings. In order to receive a suspension for pavement marking cure time, the Contractor shall have completed all other contract work with the exception of roadway striping. The Contractor shall request suspension in writing and the suspension, if granted, shall be limited to the length of the manufacturer's recommended cure time as published in the product data sheet submitted by the Contractor to the Engineer.

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option A)

Replace Section 1-08.9 with the following:

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

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of \$2000 for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract 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, liquidated damages identified 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

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the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

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

1-09 MEASUREMENT AND PAYMENT

1-09.2(1) General Requirements for Weighing Equipment

(November 25, 2024 APWA GSP, Option B)

Revise item 4 of the fifth paragraph to read:

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

1-09.2(1) General Requirements for Weighing Equipment

(July 8, 2024 APWA Option C)

Revise the sixth and seventh paragraph to read:

Trucks and Tickets – Each truck to be weighed shall bear a unique identification number. This number shall be legible and in plain view of the scale operator. The Contractor shall provide Electronic tickets or Physical tickets for all weighed materials. All Tickets shall, regardless of medium, at a minimum, contain the following information:

1. Date of haul;
2. Contract number;
3. Contract unit Bid item;
4. Unit of measure;
5. Identification number of hauling vehicle; and
6. Weight delivered:
 - a. Net weight in the case of batch and hopper scales.
 - b. Gross weight, tare (a.m. and p.m. minimum) and net weight in the case of platform scales (tare may be omitted if a tare beam is used).
 - c. Approximate load out weight in the case of belt conveyor scales.

Electronic-tickets shall be uploaded to the designated site so that they can be accessed by the material receiver at the material delivery point. Physical tickets shall be handed to the inspector at the delivery point at the time materials are delivered. The material delivery point

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is defined as the location where the material is incorporated into the permanent Work. The Contractor's representative shall make report summaries available to the Engineer's designated receiver, not later than the end of shift, for reconciliation. Tickets for loads not verified as delivered will receive no pay.

1-09.2(5) Measurement
(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

Scale Verification Checks – At the Engineer's discretion, the Engineer may perform verification checks on the accuracy of each batch, hopper, or platform scale used in weighing contract items of Work.

1-09.6 Force Account
(December 30, 2022 APWA GSP)

Supplement this section with the following:

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

1-09.9 Payments
*(*****)*

Supplement this section with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$5,000.

1-09.9 Payments
(July 8, 2024, APWA GSP, Option B)

Delete the fourth paragraph and replace it with the following:

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

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

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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 — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

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

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

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(December 30, 2022 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that all claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that all such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to all such claims or causes of action. It is further mutually agreed by the parties that when claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

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1-09.13 Claims Resolution

1-09.13(1)A General

(December 30, 2022 APWA GSP)

Revise this section to read:

Prior to seeking claims resolution through arbitration or litigation, the Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full as a condition precedent to the Contractor's right to seek claim resolution through binding arbitration or litigation.

Any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be resolved, as prescribed herein, through binding arbitration or litigation.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action which total \$1,000,000 or less, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action in excess of \$1,000,000, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Arbitration General

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

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

1-09.13(4) Venue for Litigation

(December 30, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency

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to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

1-10.2(1) General

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

(October 3, 2022 WSDOT GSP)

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

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035
<https://www.nwlett.edu/>

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778
<https://www.esc.org/>

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

Integrity Safety
13912 NE 20th Ave.
Vancouver, WA 98686
(360) 574-6071
<https://www.integritysafety.com/>

US Safety Alliance
(904) 705-5660
<https://www.ussafetyalliance.com/>

K&D Services Inc.
2719 Rockefeller Ave.
Everett, WA 98201
(800) 343-4049
<https://www.kndservices.net/>

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1-10.2(2) Traffic Control Plans

(*****)

Delete the first paragraph and replace it with the following:

The Contractor shall submit a Traffic Control Plan or Plans showing a method of handling traffic. All construction signs, flaggers, spotters, UPO's, and other traffic control devices shall be shown on the Traffic Control Plan(s). Generic WSDOT plans will not be acceptable. The Contractor's proposed Traffic Control Plans shall show the necessary lane closures, lane shifts, construction signs, flaggers, spotters, and other traffic control devices required to support each phase of the construction. A separate plan shall be prepared for each major construction phase. The Traffic Control Plans shall be prepared by the Contractor's Traffic Control Supervisor or an engineer licensed in the State of Washington and shall conform to the requirements contained in the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) and the latest version of the Work Zone Traffic Control Guidelines published by WSDOT.

Traffic Control Plans shall also specify how accessible pedestrian routes shall be maintained through the project site as discussed in Section 1-07.23, and how existing driveway access will be maintained throughout the duration of construction. A specific plan shall be provided for each driveway showing how access will be maintained during construction and concrete will be protected while allowing the required access..

Payment for developing approved Traffic Control Plans shall be considered incidental to the lump sum price in the Proposal for "Project Temporary Traffic Control" and no additional compensation will be made.

The Contracting Agency will require up to 10 working days for each submittal to review and comment on the Contractor's submitted Traffic Control Plan. Traffic Control plans which require the City of Fircrest approval will require an additional 5 working days to review.

1-10.3 Traffic Control Labor, Procedures and Devices

1-10.3(2) Traffic Control Procedures

(*****)

Supplement this section with the following:

In all cases, local and emergency access must be maintained at all times.

All traffic lanes will remain in use during non-working hours.

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1-10.5 Payment

1-10.5(1) Lump Sum Bid for Project (No Unit Items)

*(*****)*

Supplement this Section with the following:

“Project Temporary Traffic Control”, lump sum.

Costs for layout, installation, removal, and transport of project signage shall be included with the Contract lump sum price for “Project Temporary Traffic Control.” This Bid item shall also constitute full compensation for all labor, tools, equipment, and materials necessary and incidental to maintaining temporary driving surface as required by Section 1-07.23(1), traffic and pedestrian control as required throughout the project duration in compliance with the MUTCD including, but not limited to, protection of concrete driveways, reflective signage, barricades, lights, traffic cones, and temporary pavement markings. During times of alternating one-way traffic providing a minimum of three (3) individuals, including two (2) flaggers and one (1) Traffic Control Supervisor during all periods of construction activities shall be included in the lump sum Bid item “Project Temporary Traffic Control”.

No separate payment will be made for preparation of the Traffic Control Plans. All costs for developing, updating, and implementing Traffic Control Plans shall be included in “Project Temporary Traffic Control”.

No separate payment will be made for materials used to maintain temporary traffic that are not incorporated into the final improvements. Such materials shall be included in and considered incidental to “Project Temporary Traffic Control”.

All costs for minimizing drop-offs and maintaining access to existing streets and driveways including, but not limited to, steel sheeting, and channelization devices, shall be included by the Contractor in the lump sum Bid price for “Project Temporary Traffic Control”. No additional or separate compensation will be allowed.

The Lump Sum bid item for “Project Temporary Traffic Control” shall cover the cost to provide temporary traffic control for the for each and every working day (the entire contract duration) allowed as defined in Section 1-08.5 of these Special Provisions. The total allowable working days defined for this contract includes sufficient time to complete all work associated with items paid as “Minor Change” and/or as other Force Account items. Should the Contractor complete the work in fewer working days than allowed the Contract Lump Sum item will be paid in full and shall be consider an incentive to the Contractor for early completion.

For additional working days approved via a change order for work that is not identified to be paid by force account, the daily cost for Project Temporary Traffic Control shall be determined by dividing the lump sum Contract price for “Project Temporary Traffic Control” by the original allowed contract working days as defined in Section 1-08.5 of these Special Provisions.

END OF DIVISION 1

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DIVISION 2
EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

Supplement 2-01.1 with the following:

2-01.2 Disposal of Usable Material and Debris

*(*****)*

Delete the second paragraph and replace it with the following:

The Contractor shall dispose of all debris in accordance with Disposal Method No. 2 per Section 2-01.2(2).

2-01.3 Construction Requirements

2-01.3(3) Roadside Edge Preparation

*(*****)*

Replace vacant 2-01.3(3) with the following:

All soils, dirt, gravel, vegetation shall be removed from existing HMA pavement or concrete surfaces within the project limits. Where noted on the plans the removal limits shall extend horizontally beyond the edge of pavement or back of curb to the distance shown on the plans.

Where shown on the plans all vegetation (shrubs, bushes, grass, trees, etc) shall be trimmed vertically to a height of 14' above the pavement surface and back to the distance shown on the plans.

All removed/trimmed materials shall be disposed of off-site at a Contractor provide location.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

*(*****)*

This section is supplemented with the following:

In general, the Contractor shall remove and dispose, relocate, or abandon existing items which are in conflict with the new improvements. Where not in conflict, or where not specified for demolition or removal, Contractor shall protect all private and public improvements.

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2-02.3 Construction Requirements

(*****)

Supplement this section with the following:

All material removed for the construction of the project which are not intended for reuse shall be hauled off-site to a legal disposal site by the Contractor, with the exception of materials specifically noted for salvage. The Contractor shall determine the requirements of his or her selected disposal site related to accepting the material to be deposited on the site. Testing of the material by the disposal site or refusal of the site to accept the material shall not be the basis for additional payment or for an extension of the Contract time. The cost of all such requirements shall be included in the various Bid prices in the Proposal.

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

(*****)

Supplement this section with the following:

Removal shall be accomplished by making a neat longitudinal vertical cut along the boundaries of the area to be removed. All cuts shall be continuous and shall be made with saws specifically equipped for this purpose. No skip cutting will be allowed. Existing sidewalk shall be removed in full panel sections and shall be removed or saw cut at expansion/contraction joints only.

Any pavement that is damaged, and not designated for removal as shown on the Plans or preapproved by the Owner, shall be repaired or replaced entirely at the Contractor's expense.

The length and location of cuts shall be preapproved by the Engineer before cutting of pavement, sidewalk, or curb and gutter.

(*****)

Add the following new sections:

2-02.3(6) Adjust Utility to Finished Grade

Existing utilities such as sanitary sewer manholes, catch basin frames and grates, water valves, gas valves, sewer cleanouts, etc. shall be adjusted to finished grade unless noted otherwise on the Plans. The Contractor shall, prior to the beginning of any work, familiarize himself with the existing utility locations. The Contractor shall adjust City-owned utilities. Final adjustment shall be smooth and flush with finished grade. The Contractor shall mark the location of all utilities prior to paving the new surface.

The Contractor shall inspect all casting prior to any adjustment and notify the owner in writing of any existing damage. The owner will provide casting to replace those which may be damaged prior to construction. The contractor shall provide new replacement casting meeting City standards for any casting damaged during construction.

Existing boxes, rings, grates, valves, and covers shall be inspected by the Owner of the utility prior to reuse. Materials in good condition shall be reset in a careful and workmanlike manner

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to conform to the new grade. Materials determined to be in unsatisfactory or poor condition shall be disposed of by the Contractor and replaced by the respective utility, for subsequent installation by the Contractor. Any damage occurring due to the Contractor's operations, shall be repaired at the Contractor's own expense. Adjustments shall be made using adjustment rings, risers, or bricks and grout, and the interior of the structure adjustment shall be mortared smoothly and water tight. All covers and frames shall be thoroughly cleaned. The Contractor shall be responsible for referencing and keeping a record of such references of all structures and appurtenances encountered and shall submit a copy of these references to the Engineer.

Structures and appurtenances shall be adjusted to grade per Contract Plans and City of Fircrest Standard Details and/or WSDOT Standard details 2-02.3(7) Saw Cutting

All pavements, curbs, gutters, sidewalks, and other surfacing materials to be removed shall be saw cut when noted on the Plans.

The Contractor shall be responsible for ensuring that special precautions are undertaken so that no concrete or concrete by-products, or products and by-products used in the saw cut of asphalt or concrete, are discharged into any storm drain or surface water system.

In accordance with the Department of Ecology guidelines, wastewater from Portland cement concrete, masonry, and asphalt concrete cutting operations shall not be discharged to storm drainage systems or surface waters. Cutting operations increase the pH of wastewater, therefore, filtering prior to discharge is **NOT** acceptable.

All wastewater shall be collected using a wet-dry vacuum or pumped into drums for disposal. Disposal of the waste liquid may be to soil or other porous surfaces away from storm drains and surface water, only if the Contractor collects and disposes of remaining sediment after water has filtered into soil or evaporated. Impervious surfaces contaminated with sediment and grit from cutting operations shall be cleaned by sweepers to prevent contaminants from entering the storm drainage system or surface waters when it rains.

Thoroughly clean saw cuts where necessary by the use of high pressure water (1,400 psi or greater). Collecting and disposal of wastewater shall be considered incidental to and included in the various bid items involved with the operation.

2-02.4 Measurement

(*****)

Supplement this Section with the following:

"Asphalt Conc. Pavement Removal" will be measured by the square yard.

Removal of cement concrete sidewalks and driveway regardless of depth will be measured and paid as "Cement Conc. Sidewalk Removal" will be measured by the square yard.

"Curb and Gutter Removal" will be measured by linear foot.

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When existing pavement requires full depth removal it will be measured as "Asphalt Conc. Pavement Removal", per square yard. Regardless of the depth of the pavement being removed.

"Adjust Existing Utility to Finished Grade" will be measured per each existing utility adjusted to final grade. Separate measurements will not be made for interim utility adjustments. Adjustments of manholes, catch basins, water valves will be measured under this bid item.

2-02.5 Payment

(*****)

Supplement this Section with the following:

"Asphalt Conc. Pavement Removal", per square yard.

The unit Contract price per linear foot for "Asphalt Conc. Pavement Removal" shall be full payment for all costs to complete the Work as specified in Section 2-02.3(3) and in Section 2-06.3(2). The costs of sawcutting are included in this payment. The cost of haul and disposal of removed materials are included in this payment.

"Cement Conc. Sidewalk Removal", per square yard.

The unit Contract price per square yard for "Cement Conc. Sidewalk Removal" shall be full payment for all costs to complete the Work as specified. The costs of sawcutting are included in this payment. The cost of haul and disposal of removed materials are included in this payment.

"Curb and Gutter Removal", per linear foot.

The unit Contract price per linear foot for "Curb and Gutter Removal Incl. Haul" shall be full payment for all costs to complete the Work as specified. The costs of sawcutting are included in this payment. The cost of haul and disposal of removed materials are included in this payment.

"Adjust Existing Utility to Finished Grade", per each.

The unit Contract price for "Adjust _____ to Finished Grade" shall be full payment for all equipment, tools, labor, and material costs necessary or incidental to adjust the existing utility to finished grade including, but not limited to excavation, new adjustment rings, bricks, risers, grout, finishing, and all other materials required.

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2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.4 Measurement

(*****)

Delete this section and replace with the following:

No unit of measure shall apply to any excavations for the project regardless of nature and shall not be measured for separate payment.

2-03.5 Payment

(*****)

Delete this section and replace with the following:

All excavation regardless of nature shall be incidental to and included other contract bid items provided in the bid proposal for which the excavation is associated with, no separate measurement or payment will be made.

2-04 HAUL

2-04.2 Hauling on Other Than State Highways

If the sources of materials provided by the Contractor necessitate hauling over roads other than city streets, the Contractor shall, at the Contractor's expense, make all arrangements for the use and cleaning, if necessary, of the haul routes.

No separate measurement or payment will be made for haul of materials into, out of, or within the project site.

2-06 SUBGRADE PREPARATION

2-06.3 Construction Requirements

2-06.3(2) Subgrade for Pavement

(*****)

Supplement this Section with the following:

For areas of full depth pavement removal, the Contractor shall establish a gravel roadway subgrade condition that meets line and grade as shown in the plans. This includes efforts to reshape gravel subgrade to remove existing irregularities or areas of localized roughness and produce a smooth compacted surface that can accept HMA. The Contractor may use asphalt grindings in lieu of importing crushed surfacing, if needed.

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2-06.5 Measurement and Payment

(*****)

Supplement this Section with the following:

No unit of measure or payment shall apply to subgrade preparation for the project regardless of nature and shall be incidental to and included in other contract bid items provided in the bid proposal for which subgrade preparation is associated with, no separate measurement or payment will be made.

2-11 TRIMMING AND CLEANUP

2-11.1 Description

(*****)

Supplement this Section with the following:

During construction, and then upon completion of the work, the Contractor shall thoroughly comb and search the surrounding area and remove any construction material thrown or discarded amongst the trees, bushes, ditches, etc., such as paint cans, cartons, broken pipe, pavement pieces, paper, bottles, etc., and shall tidy up the surrounding general area to make it neat in appearance, including removal of debris that may or may not have been deposited by Contractor's operation.

Paved street surfaces shall be thoroughly cleaned (street sweeper) upon completion of work within the area and shall require daily cleaning if dust or mud exists. Prior to job acceptance, all streets shall be cleaned.

2-11.3 Construction Requirements

(*****)

Add the following sub-section:

2-11.3(1) Routine Cleaning

General

1. Retain all stored materials and equipment in an orderly fashion allowing maximum access, not impeding drainage or traffic, and providing protection.
2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for this work.
3. At least twice each month, and more often if necessary or as directed by the Construction Inspector, the Contractor shall completely remove all scrap, debris, and waste material from the project site.
4. Provide adequate storage for all materials awaiting removal from the project site, observing all requirements for fire protection and protection of the environment.

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Site

1. Daily and more often if necessary or as directed, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage until it can be disposed of.
2. Weekly and more often if necessary or directed, inspect all arrangements of materials stored on the site, restack, tidy, or otherwise service all arrangements to meet the requirements above.
3. Always maintain the site in a neat and orderly condition so as to meet the approval of the Owner.

(*****)

Add the following sub-section:

2-11.3(2) Final Cleaning

Prior to final inspection, remove from the job site, all tools, surplus materials, equipment, scrap, debris, and waste.

2-11.5 Payment

(*****)

Supplement this Section with the following:

No separate payment will be made for trimming and cleanup or roadside cleanup, but instead will be included in the lump sum item for "Mobilization".

END OF DIVISION 2

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DIVISION 3
AGGREGATE PRODUCTION AND ACCEPTANCE

3-01 PRODUCTION FROM QUARRY AND PIT SITES

3-01.4 Contractor Furnished Material Sources

(*****)

Supplement this section with the following:

No source has been provided for any imported materials necessary for the construction of this improvement.

The Contractor shall make arrangements to obtain the necessary materials at no expense to the City, and all costs of acquiring, producing, and placing this material in the finished work shall be included in the unit Contract prices for the various items involved.

If the source of materials provided by the Contractor necessitates hauling over roads other than City streets, the Contractor at its own expense shall make all arrangements for the use of haul routes.

3-01.6 Payment

(*****)

Supplement this section with the following:

All costs of any work required under Division 3 shall be incidental to and included in the unit contract prices for the various items in the Proposal.

END OF DIVISION 3

DIVISION 4
BASES

4-04 BALLAST AND CRUSHED SURFACING

4-04.1 Description

(*****)

Supplement this section with the following:

Crushed surfacing shall be placed as required under pavement, sidewalks, curb and gutter, and along shoulders, as shown in the Plans. Crushed surfacing shall be placed in accordance with the Standard Specifications and as shown in the Plans or as designated by the Engineer.

4-04.4 Measurement

(*****)

Delete the second paragraph and replace with the following:

The basis of measurement for "Crushed Surfacing Top Course" will be by the ton based on certified truck tickets collected by the inspector at the end of each working day. Tickets will be accepted for payment after the end of each working day only when prior arrangements have been made with the Inspector.

Water used in placing and compacting surfacing materials will not be measured for payment and shall be incidental to Crushed Surfacing Top Course Bid Item.

The basis for "Permeable Ballast Base Course" will be by the ton based on certified truck tickets collected by the inspector at the end of each working day. Tickets will be accepted for payment after the end of each working day only when prior arrangements have been made with the Inspector.

Water used in placing and compacting surfacing materials will not be measured for payment and shall be incidental to Permeable Ballast Base Course Bid Item.

The basis of measurement for "Crushed Surfacing Choker Course" will be by the ton based on certified truck tickets collected by the inspector at the end of each working day. Tickets will be accepted for payment after the end of each working day only when prior arrangements have been made with the Inspector.

Water used in placing and compacting surfacing materials will not be measured for payment and shall be incidental to Crushed Surfacing Top Course Bid Item.

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4-04.5 Payment

(*****)

Supplement this section with the following:

“Crushed Surfacing Top Course”, per ton.

The Contract Bid prices for “Crushed Surfacing Top Course” shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications and these Special Provisions. Work elements shall include, but not be limited to, purchasing; procuring; hauling; placing; grading; and compacting crushed surfacing material.

“Permeable Ballast Base Course”

The Contract Bid prices for “Crushed Surfacing Top Course” shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications and these Special Provisions. Work elements shall include, but not be limited to, purchasing; procuring; hauling; placing; grading; and compacting crushed surfacing material.

“Crushed Surfacing Choker Course”

The Contract Bid prices for “Crushed Surfacing Top Course” shall be full compensation for all labor, material, tools, and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications and these Special Provisions. Work elements shall include, but not be limited to, purchasing; procuring; hauling; placing; grading; and compacting crushed surfacing material.

END OF DIVISION 4

**DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS**

5-04 HOT MIX ASPHALT

(*****)

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.

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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: 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 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.

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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 >3 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.

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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.

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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

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or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer 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.

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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

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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.

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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 Vacant

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.

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

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

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

5-04.3(7) Spreading and Finishing

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

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

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

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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.

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Aggregate Passing	Percent	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

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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:

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

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

5-04.3(9)C5 Vacant

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

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

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

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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.

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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

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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

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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

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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

(*****)

All driving lanes which have complete pavement removal shall have a minimum of 2-inch of HMA placed within 24-hours of removal. All exposed edges over 2-inches in depth shall have a HMA or Cold mix transition edge. Temporary HMA or Cold Mix transition edges will not be considered for separate payment but instead all cost shall be included with in the Lump Sum bid item for Temporary Traffic Control

Where full depth pavement removal is required, the Contractor must remove existing surfacing material and to reshape the subgrade surface to the line and grades shown on the plans to remove irregularities. Upon completion of the initial removal operations the exposed subgrade shall be shaped utilizing pavement grinding to produce a smooth subgrade acceptable for receiving an HMA overlay. Depending on the grinding operations pieces of pavement which can not be compacted to be flush with the proposed subgrade shall be removed. Pavement planings from the area of removal or other areas of the project shall be used as required to adjust subgrade to the depth required. HMA placed in excess of the depths shown on the plans will not be measured for payment but instead be considered to be for the benefit of the contractor

Approval of subgrade material shall be based on visual inspection by the Engineer. Remove all rock larger than 3 inches and all deleterious material.

Approval of compaction of subgrade will be based on density of the compacted Material acceptable to the Engineer will be determined as follows: After each pass of the vibratory roller, nuclear densometer readings of the compacted Material will be taken to a depth of 4-inches. These nuclear densometer readings will be taken at several locations so as to determine a relationship indicating "Measured Density" vs. "Number of Passes" of the vibratory roller. When the change in density readings between successive passes of the roller at a given test location increases by less than 2 percent of the previous density reading at that same location then the compaction of the Material at that location is considered acceptable. When approved by the Engineer the subgrade may be approved based on Proof Rolling with

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a loaded truck. It is the Contractors responsibility to ensure that the subgrade is adequate to allow proper compaction of new HMA.

The Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A prior to any grinding operations.

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.

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- 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.

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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:

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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.

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- 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

(****)

All HMA regardless of use will be considered HMA Cl. ½" PG 58-22", per ton

5-04.5 Payment

(****)

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

"HMA Cl. ½" PG 58-22", per ton.

The unit Contract price per ton for "HMA Cl. ½" PG 58-22" shall be full compensation for all costs, including but not limited to anti-stripping additive, tack coat, 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.

END OF DIVISION 5

**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:

This work includes modifying and adjusting existing stormwater structures along Alameda Ave.

7-04.3 Construction Requirements

(*****)

Supplement this section with the following:

Prior to the modification or adjustment of the existing storm pipe or catch basins the Contractor shall pothole the existing system at the connections points and investigate possible utility conflicts in the location of the proposed storm line. Upon confirming that no conflicts exist, remove existing ring frame, cover and grade rings and, install the new curb inlet frame adapter, grade rings, vaned grate and adjust to finish grade. Due to the shallow cover the new drainage improvements will need to be modified in the field. Modification may require repair minor repairs to the structures.

7-04.4 Measurement

(*****)

Supplement this section with the following:

No specific measurement shall apply to "Storm Drain Improvements, Complete", Lump Sum.

7-04.5 Payment

(*****)

Supplement this section with the following:

"Storm Drain Improvements, Complete", Lump Sum

The Lump Sum contract amount for "Storm Drain Improvements, Complete" shall be full compensation for all equipment labor and materials required to remove existing ring frame, cover and grade rings, install new curb inlet frame adapter, grade rings, vaned grate, and adjust to finished grade. This work includes but is not limited to rotating the catch basin barrel section as necessary to align the rim with the proposed flowline.

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7-05 MANHOLES, INLETS, CATCH BASING, AND DRYWELLS

7-05.4 Measurement

*(*****)*

Delete and replace this system with the following:

All work under Section 7-05 shall be measured and included under the bid item: "Storm Drain Improvements, Complete", Lump Sum.

7-05.5 Payment

*(*****)*

Delete and replace this system with the following:

Payment for all work under Section 7-05 shall be incidental to and included in the Lump Sum bid item for "Storm Drain Improvements, Complete".

END OF DIVISION 7

DIVISION 8
MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

(*****)

Supplement this Section with the following:

This work shall include the preparation and implementation of a Temporary Erosion and Sedimentation Control (TESC) Plan by the Contractor for this contract. Implementation of appropriate TESC BMP's at the appropriate construction phases is very important to prevent siltation of the subgrade, aggregate courses, and final pavement. The Contractor shall install and maintain all temporary and permanent erosion control measures and Best Management Practices (BMPs) in accordance with the Bid Documents, Plans, Standard Specifications, and Permit Conditions. Contractor shall install inlet protection where shown in the Plans.

Such measures may include, but are not necessarily limited to:

- Erosion and water pollution control for stockpiled materials
- Straw mulch, netting and tackifier
- Baker tanks
- Temporary construction entrance / exit
- Inlet protection on existing and proposed drainage structures
- Reinforced silt fencing
- Plastic Covering
- Temporary HMA Curb
- Disposal of sediments and materials
- Maintenance of BMPs including in the event of emergencies and as weather and field conditions dictate; and also including installation of additional BMPs which may become required as field and weather conditions evolve.
- Street sweeping and cleaning.
- ESC Lead per 8-01 of the Standard Specifications
- All materials, tools and equipment necessary to meet these requirements.

8-01.3 Construction Requirements

(*****)

Supplement this Section with the following:

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, runoff, or other related items during the construction of the project. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, groundwater, or other water that may occur as a result of construction operations.

ALAMEDA AVENUE WEST SIDEWALKS EXTENSION PROJECT
(Cypress Point to Emerson Street)

Any area not covered with established, stable vegetation where no further work is anticipated for a period of 15 days, shall be immediately stabilized with the approved erosion and sedimentation control methods (e.g., seeding and mulching, straw). Where seeding for temporary erosion control is required, fast germinating grasses shall be applied at an appropriate rate (e.g., perennial rye applied at approximately 80 pounds per acre).

At no time shall more than 1 foot of sediment be allowed to accumulate within a catch basin. All catch basins and conveyance lines shall be cleaned at a time designated by the Engineer. The cleaning operation shall not flush sediment-laden water into the downstream system. The cleaning shall be conducted using an approved vacuum truck capable of jet-rodding the lines. The collection and disposal of the sediment shall be the responsibility of the Contractor at no cost to the Contracting Agency.

Inlet Protection shall be installed prior to the commencement of construction activities.

8-01.3(1)A Submittals

(*****)

Supplement this Section with the following:

The Contractor shall submit site specific Temporary Erosion and Sediment Control (TESC) Plan to the Engineer as a Type 2 Working Document 5 days prior to the preconstruction conference. Clearing, grubbing, and demolition activities may not commence until the TESC Plan has been approved by the Engineer.

TESC Plan shall meet requirements of the most current version of the WSDOT Temporary Erosion and Sediment Control Manual.

8-01.3(8) Street Cleaning

(*****)

Delete the third and fourth paragraphs and replace with the following:

Contractor shall have a vacuum sweeper available, full-time, for the duration of the project and shall sweep all surfaced areas within the project limits daily at the completion of each day's activities or more often as directed by the Engineer. Power sweepers shall be equipped with vacuum capability. Power sweepers are not acceptable. Street washing (flushing) with water will not be permitted.

If the Contractor fails to provide a full-time vacuum sweeper and keep the roadway acceptably clean, the Contracting Agency may elect to perform this work and deduct the cost of the work from payments due or coming due the Contractor.

ALAMEDA AVENUE WEST SIDEWALKS EXTENSION PROJECT
(Cypress Point to Emerson Street)

8-01.3(9)D Inlet Protection

(*****)

Supplement this Section with the following:

Inlet protection shall be Below Inlet Grate Device and shall be installed prior to clearing, grubbing or earthwork activities. Inlet Protection inserts shall be installed on existing catch basin within the project area and those immediately downstream of the project site that could potentially receive sediment laden runoff from the site. Inlet Protection shall be installed and meet the requirements of WSDOT Standard Plan I-40.20-00. Simply placing a piece of geotextile under the catch basin grate is not acceptable.

8-01.4 Measurement

(*****)

Supplement this Section with the following:

No specific unit of measurement shall apply to "Erosion Control and Water Pollution Prevention", lump sum.

8-01.5 Payment

(*****)

Supplement this Section with the following:

"Erosion Control and Water Pollution Prevention", lump sum.

The lump sum Contract price for "Erosion Control and Water Pollution Prevention" shall be full compensation for all labor, materials, tools, and equipment necessary to the installation, maintenance, repair, and removal of erosion and sediment control facilities as specified on the Plans, these Special Provisions, and Standard Specifications, or as required by the Inspector.

"Erosion Control and Water Pollution Prevention" shall also be full compensation for all labor, materials, tools, and equipment necessary to install, maintain, and remove Inlet Protection. Installation, repair, maintenance, and removal of erosion control facilities shall be considered incidental to "Erosion Control and Water Pollution Prevention".

8-02 ROADSIDE RESTORATION

8-02.1 Description

(*****)

Supplement this section with the following:

This work consists of restoring areas beyond the edge of pavement or back of curb that was disturbed during construction activities. Restoration shall include Sodded lawn, Topsoil Type A, Bark Mulch, and existing landscaping materials that require removal and replacement.

ALAMEDA AVENUE WEST SIDEWALKS EXTENSION PROJECT
(Cypress Point to Emerson Street)

The quantity of material required are anticipated to be small and will vary based on the contractors proposed means and methods.

This work shall also removing wood landscape borders along 3+20 +/- to 5+50 +/- .

8-02.2 Materials

(*****)

Supplement this section with the following:

Topsoil Type A

Section 9-14.2

8-02.3 Construction Requirements

(*****)

Supplement this section with the following:

Contractor may elect to save and reuse existing ground cover, sod, bark and mulch with Engineer approval. Materials must be separated, stored, and protected from the elements until reuse. Properties must be restored to as close to existing conditions as possible. New bark or woodchip mulch shall match existing bark or woodchip mulch.

Prior to disturbing any areas behind the existing curbs and sidewalk the Contractor shall take pictures or video of the existing conditions. Upon completion of all sidewalk and curbs the areas behind shall be restored to match the pre-construction conditions.

8-02.4 Measurement

(*****)

Supplement this section with the following:

All relocation of existing landscape rock, bark mulch, top soil type A, and sod will be included in the lump sum item "Property Restoration". This includes restoration behind the back of sidewalk and planter strips

CSTC used for restoration will be measured and paid as Crushed surfacing Top Course, all other restoration materials shall be included under the lump sum item for "Property Restoration"

"HDPE Root Barrier" shall be measured by the linear foot.

8-02.5 Payment

(*****)

Supplement this section with the following:

The Contract Bid item "Property Restoration" Lump Sum shall be used to satisfactorily complete restoration activities within planter strips, behind back of sidewalks and along

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driveway necessary to restore the surface to match the pre-construction conditions and provide sodded planter strips.

The Contract Bid prices for “HDPE Root Barrier”, per linear foot shall be full compensation for all labor, material, tools, and equipment

8-04 CURBS, GUTTERS, AND SPILLWAYS

8-04.5 Payment

(*****)

Supplement this section with the following:

All excavation regardless of nature shall be incidental to and included in other contract bid items provided in the bid proposal for which the excavation is associated with, no separate measurement or payment will be made.

8-14 CEMENT CONCRETE SIDEWALKS

8-14.3 Construction Requirements

(*****)

Supplement this section with the following:

The Contractor shall have the subgrade prepared and the line or formwork for sidewalk placed at least 24 hours prior to installing cement concrete sidewalks, pads, or slabs. Compliance shall be checked by the prime Contractor when forms are set and when concrete is poured. Any modification of grading from that shown on the Plans as required for ADA compliance shall be approved by the Engineer. Minor adjustment shall be considered changes in the Plan elevations or offsets of 3 inches or less. The work to revise the lines, formwork and subgrade for minor adjustments shall be considered incidental to the bid price for cement concrete sidewalk. If the lines and formwork are not in conformance with the Plans all adjustments, regardless of size, shall be at the sole expense of the Contractor. Adjustments to the lines and grades shall not constitute a basis for claims for additional contract time or expenses.

8-14.4 Measurement

(*****)

Supplement this section with the following:

“Cement Conc. Sidewalk” shall be measured per square yard. Transition Panel will be measured and paid under this bid item.

ALAMEDA AVENUE WEST SIDEWALKS EXTENSION PROJECT
(Cypress Point to Emerson Street)

8-14.5 Payment

(*****)

Supplement this section with the following:

“Cement Conc. Sidewalk”, per square yard.

All excavation regardless of nature shall be incidental to and included in other contract bid items provided in the bid proposal for which the excavation is associated with. No separate measurement or payment will be made.

8-21.3 Construction Requirements

(*****)

Supplement this section with the following:

This work shall consist of removing and replacing existing signs and on new cedar posts where shown in the Plans. New cedar posts shall meet the requirements of 9-28.14 in these Special Provisions. The existing sign shall be installed on the new post with all new sign hardware.

8-21.4 Measurement

(*****)

Supplement this section with the following:

“Remove and Relocate Sign”, per each shall be full payment for all costs to remove and replace existing signage where shown in Plans including all labor, materials, and equipment required to remove existing sign and post, relocate existing sign to new cedar sign post with new mounting hardware, and reinstall existing sign on new post as shown on details and plans.

8-22 PAVEMENT MARKING

8-22.1 Description

(*****)

Supplement this Section with the following:

Work under this section shall apply to installation of pavement markings to replace existing pavement markings.

8-22.3 Construction Requirements

(*****)

Supplement this Section with the following:

All plastic and raised pavement markings if present shall be removed prior to placement of asphalt concrete overlay.

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Installation of thermoplastic pavement markings shall be per manufacturer's installation instructions. New thermoplastic pavement markings may be installed over existing thermoplastic per manufacturer's instructions and with Engineer's approval. Cure time for thermoplastics shall be per manufacturer's recommendations.

8-22.3(1) Preliminary Spotting

(****)

Supplement this Section with the following:

The Contractor shall reference the location and type of existing pavement markings prior to removal or overlay and obtain approval of referenced location prior to removal. The approximate location of pavement markings has been shown on the Drawings for bidding purposes only.

8-24 ROCK AND GRAVITY BLOCK WALL AND GABION CRIBBING

8-24.3 Construction Requirements

(****)

Supplement this section with the following:

"Landscape Block Wall" shall be constructed as specified in 8-24.3(2) Gravity Block Wall and as shown in the plans.

8-24.4 Measurement

(****)

Supplement this section with the following:

"Landscape Block Wall" shall be measured per square foot. The bottom pay limit shall be no more than 8" below the finished grade at the face of the wall, the top pay limit shall be top of wall cap, no more than 8" above finish grade at the back of wall.

8-24.5 Payment

(****)

Supplement this section with the following:

"Landscape Block Wall", per square foot.

The unit contract price for "Landscape Block Wall", per square foot shall be full compensation for all equipment labor and materials including but not limited to excavation, blocks, wall cap, drain rock as specified the by manufacture.

END OF DIVISION 8

ALAMEDA AVENUE WEST SIDEWALKS EXTENSION PROJECT
(Cypress Point to Emerson Street)

DIVISION 9
MATERIALS

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.2 Topsoil

9-14.2(1) Topsoil Type A

Supplement this section with the following with the following:
(January 5, 2024)

Topsoil Type A shall be a commercially available topsoil from a local source. Topsoil shall be certified free of weed seeds and other contaminants.

9-28 SIGNING MATERIALS AND FABRICATION

9-28.14 Sign Support Structures

9-28.14(1) Timber Sign Posts

Delete this section and replace with:
(January 18, 2024)

Timber sign posts shall be 4" x 4" untreated clear cedar.

END OF DIVISION 9

END OF SPECIAL PROVISIONS

APPENDIX A

WASHINGTON STATE PREVAILING WAGE RATE INSERT

Small Public Works Contract
Prevailing Wage Rate Requirements

The State of Washington prevailing wage rates for Pierce County apply to work performed under this contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Prevailing Wage rate for public works contracts are published on the first business day of February and the first business day of August each year. These rates become effective thirty days after the date of publication. The prevailing wage rate in effect on the bid opening date are the prevailing wage rates that apply to that project, no matter how long it lasts, unless the contract is awarded more than six months after the bids were due. For those contracts where award was delayed more than six months, the prevailing wage rate in effect on the date of the award shall apply for the duration of the contract.

Intent and Affidavits

Public works contracts require that each and every Contractor, Sub-Contractor and Lower Tier Contractors ("Contractors") on the project file the Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit Public Works contract form. Contractors are responsible for filing all forms with L&I and shall be responsible for paying all filing fees. The forms are filed with L&I and, once they are approved, are submitted by the Contractors to the City of Fife. There is no minimum dollar contract amount. That is, Intent and Affidavit forms are required for every public works contract regardless of the size of the contract.

The Intent form is filed immediately after the contract is awarded and before work begins, if that is possible. The City of Fife **shall not** make any payments until Contractors have submitted an Intent form that has been approved by the Industrial Statistician.

The Affidavit form is not filed until after all the work is completed. The City of Fircrest **shall not** release final payment until all Contractors have submitted an Affidavit form that has been certified by the industrial statistician.

For additional information, contact:

State of Washington

Department of Labor and Industries

Prevailing Wage Section – Telephone 360-902-5335

PO Box 44540, Olympia, WA 98504-4540

<http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>

APPENDIX B

INADVERTENT DISCOVERY PLAN

CULTURAL RESOURCES INADVERTENT DISCOVERY PLAN

October 10, 2025

1.0 INTRODUCTION

This Inadvertent Discovery Plan (IDP) provides clear procedures for managing the unexpected discovery of cultural artifacts, archaeological features, human remains, or other culturally significant materials during Project activities. The plan applies specifically to discoveries that are not covered by a Washington State Department of Archaeology and Historic Preservation (DAHP) excavation permit, an Archaeological Monitoring or Site Protection Plan specific to the project area or activity, or a federal permit.

This plan must be followed without exception whenever an inadvertent discovery occurs. It does not replace or fulfill the requirements of any monitoring, site protection, or other cultural resource management plans developed to address known archaeological or historical sites.

Both recorded and unrecorded archaeological sites are protected under a range of federal, state, and local laws, regulations, and policies. The regulatory framework applicable to a given project depends on factors such as land ownership, permitting requirements, and sources of funding.

At the federal level, key legal protections are provided by Section 106 of the National Historic Preservation Act and Section 4(f) of the Department of Transportation Act.

At the state level, applicable laws include RCW 43.21C (State Environmental Policy Act), RCW 27.53 (Archaeological Sites and Resources Act), RCW 27.44 (Indian Graves and Records Act), WAC 25-48 (Archaeological excavation and removal rules), and Executive Order 21-02 (Archaeological and Cultural Resources).

Importantly, RCW 27.53 prohibits the intentional excavation or disturbance of archaeological sites—whether precontact or historic—on either public or private land without a state-issued excavation permit. RCW 27.44 prohibits the willful destruction of American Indian graves and requires that any disturbed remains be reinterred under the supervision of the appropriate Tribal representatives.

2.0 RECOGNIZING CULTURAL RESOURCES

Cultural resources may be associated with Native or non-Native peoples. Examples of potentially significant archaeological resources include (see Figures 1-4):

- An accumulation of shell, burned rocks, or other food-related materials;
- Modified or stripped trees, often cedar or aspen, or other modified natural features, such as rock drawings or carvings;
- Stone tools or waste flakes (i.e., an arrowhead or stone chips);
- Artifacts in association with obvious changes in soil color and texture;
- An area of charcoal or charcoal-stained soil, especially with concentrations of shells or bones;

- Fragments of basketry, cordage, nets, or traps made of wood or bark;
- Clusters of animal bones associated with burned rocks, stone tools, or chips;
- Fire-darkened or fire-reddened rocks that are usually broken and may be associated with fire-reddened layers of soil;
- Human remains;
- Large concentrations or dumps of historical bottles and cans, or other historical material that is older than 50 years in age. Note that old glass is usually thicker and a different color than modern beverage bottles and old dumps typically do not contain plastic;
- Old privies (outhouses);
- Buried foundations or intact wall segments;
- Constructed grades, especially railroad grades with rails, ties, trestles, and bridges;
- Agricultural or logging materials that appear older than 50 years e.g. equipment, fencing, canals, spillways, chutes, derelict sawmills, or tools);
- Buried railroad tracks, decking, or other industrial materials;
- Old munitions casings (always assume these are live and never touch or move); or
- Remnants of homesteading, which could include bricks, nails, household items, toys, food containers, and other items associated with homes or farming sites

The above list does not cover every possible cultural resource. When in doubt, assume the material is a cultural resource.

3.0 ON-SITE RESPONSIBILITIES

If any employee, contractor, or subcontractor believes he/she/they have uncovered cultural resources or human remains at any point, take the steps below to Stop-Protect-Notify. If the discovery is expected to include human remains, also follow Section 4. The discovery location should be secured at all times.

STEP A: STOP WORK.

- If an employee, contractor, or subcontractor believes that he/she/they have uncovered a cultural resource at any point in the project, all work in the immediate area (30 feet) of the discovery must stop.

STEP B: PROTECT THE DISCOVERY.

- Leave the discovery and the surrounding area untouched and create a clear, identifiable, and wide boundary of 30 feet or larger with temporary fencing, flagging, stakes, or other clear markings. Provide protection and ensure integrity of the discovery until cleared by the DAHP or a licensed, professional archaeologist.
- Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site. Do not allow work to resume within the boundary until the requirements of this plan are met. Keep all spoils from that area on-site.

STEP C: NOTIFY PROJECT ARCHAEOLOGIST (if applicable).

- If the project has an archaeologist, notify that person. If there is a monitoring plan in place, the archaeologist will follow the outlined procedure.

Project Archaeologist

Alicia Valentino, PhD, RPA
Psomas
206.267.1051
alicia.valentino@psomas.com

STEP D: NOTIFY PROJECT MANAGEMENT.

- Contact the City Project Manager.

City Project Manager

Tyler Bemis
Public Works Director
tbemis@cityoffircrest.net
253.238.4134

Transportation Improvement Board Project Manager

Greg Armstrong
Project Engineer
GregA@tib.wa.gov
360.586.1442

STEP E: CITY NOTIFIES DAHP AND TRIBES:

- Once notified, the City will contact TIB and DAHP to report and confirm the discovery; DAHP will provide steps to aid identification. DAHP, the City, TIB, and tribal representatives may coordinate a site visit following any necessary safety protocols. DAHP also may inform the City to further protect the site. Do not continue work until the City has issued an approval for work to proceed in the area of, or near, the discovery from DAHP.
- TIB will continue to manage the formal government-to-government consultation with tribes. The City, TIB, and Project Archaeologist (if applicable) may contact tribes for technical communications and notifications.

DAHP Contacts

Archaeological Materials
Dr. Rob Whitlam
State Archaeologist
360-890-2615

Human Remains and Bones
Dr. Guy Tasa
State Anthropologist
360-790-1633 (24/7)

4.0 TRIBAL CONTACTS

If cultural resources are discovered, the following tribes will be contacted.

Puyallup Tribe of Indians

Brandon Reynon
Tribal Historic Preservation Officer
253.573.7986
brandon.reynon@puyalluptribe-nsn.gov

Muckleshoot Indian Tribe

Laura Murphy
Archaeologist
253.876.3272
laura.murphy@muckleshoot.nsn.us

Nisqually Indian Tribe

Brad Beach
Tribal Historic Preservation Officer
360.456.5221, ext. 1277
beach.brad@nisqually-nsn.gov

Squaxin Island Tribe

Rhonda Foster
Tribal Historic Preservation Officer
360.432.3850
rfoster@squaxin.us

5.0 SPECIAL PROCEDURES FOR THE DISCOVERY OF HUMAN REMAINS

If human remains are encountered, regardless of antiquity or ethnic origin, treat them with dignity and respect at all times. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and shield them from being photographed. Do not call or speak with the media about the remains specifically. For specific instructions on how to handle discovery of human remains, see: Revised Code of Washington 68.50.645 about skeletal human remains.

If unsure whether the discovery is human bone or not, contact Guy Tasa with DAHP (contact information below), for identification and next steps. Do not pick up or handle the discovery.

STEP A: NOTIFY LAW ENFORCEMENT AGENCY OR CORONER'S OFFICE

- In addition to the actions described in Sections 3 and 4, the Project Manager (or person who made the discovery) will immediately notify the local law enforcement agency or coroner's office.
- The coroner (with assistance of law enforcement) will determine if the remains are human and whether the site constitutes a crime scene, and will notify DAHP.

STEP B: PARTICIPATE IN CONSULTATION

- Per Revised Codes of Washington 27.44.055, 68.50, and 68.60, DAHP will have jurisdiction over non-forensic human remains.
- TIB staff will participate in consultation.
- Organizations also may participate in consultation at the discretion of DAHP, TIB, and the tribes.

STEP C: FURTHER ACTIVITIES

- Documentation of human remains and funerary objects will be agreed upon through the consultation process described in Revised Codes of Washington 27.44.055, 68.50, and 68.60.

When consultation and documentation activities are complete, construction in the discovery area may resume as described in Section 7.

Pierce County

Karen Cline-Parhamovich
 Medical Examiner
 253.798.6494

Contacts for Human Remains

Dr. Guy Tasa
 State Physical Anthropologist
 360-790-1633

Notes:

- If the project occurs on federal lands (e.g., national forest or park, military reservation) or Indian lands (e.g., reservations, allotments, communities) the provisions of the Native American Graves Protection and Repatriation Act of 1990 apply, and the responsible federal agency will follow its provisions. Note that state highways that cross federal and Indian lands are on easements and are not owned by the State.
- If the project occurs on non-federal lands, it will comply with applicable state laws, and the procedure described below.

6.0 DOCUMENTATION OF ARCHAEOLOGICAL MATERIALS

Archaeological deposits discovered during construction will be assumed eligible for inclusion in the National Register of Historic Places under Criterion D per 36CFR800.13(c) until a formal Determination of Eligibility is made. If the project does not have a federal connection or compliance requirement, contact the project sponsor or DAHP about the need for an Emergency Excavation Permit. In general, expect the following:

- All prehistoric and historic cultural material discovered during project construction will be recorded by a professional archaeologist on the State of Washington's Archaeological Site Form or on a form using standard techniques. Site overviews, features, and artifacts will be photographed; stratigraphic profiles and soil/sediment descriptions will be prepared for subsurface exposures. Discovery locations will be documented on scaled site plans and site location maps.
- Cultural features, horizons, and artifacts detected in buried sediments may require further evaluation using hand-dug test units. Units may be dug in controlled fashion to expose features, collect samples from undisturbed contexts, or interpret complex stratigraphy. A test excavation unit or small trench also might be used to determine if an intact occupation surface is present. Test units will be used only when necessary to gather information on the nature, extent, and integrity of subsurface cultural deposits to

evaluate the site's significance. Excavations will be conducted using state-of-the-art techniques for controlling provenience.

- Spatial information, depth of excavation levels, natural and cultural stratigraphy, presence or absence of cultural material, and depth to sterile soil, regolith, or bedrock will be recorded for each probe on a standard form. Test excavation units will be recorded on unit-level forms, which include plan maps for each excavated level, and material type, number, and vertical provenience (depth below surface and stratum association where applicable) for all artifacts recovered from the level. A stratigraphic profile will be drawn for at least one wall of each test excavation unit.
- Sediments excavated for purposes of cultural resources investigation will be screened through 1/8-inch mesh, unless soil conditions warrant 1/4-inch mesh.
- All precontact and historic artifacts collected from the surface and from probes and excavation units will be analyzed, catalogued, and temporarily curated. Ultimate disposition of cultural materials will be determined in consultation with the federal agencies (if any), DAHP, and the affected tribes.
- Within 90 days of concluding fieldwork, the archaeologist will provide a technical report describing all monitoring and resultant archaeological excavations to the project sponsor, who will forward the report to the Lead Agency, the federal agencies (if any), DAHP, and the affected tribes for review and comment.

If assessment activity exposes human remains (burials, isolated teeth, or bones), the process described in Section 6 will be followed.

7.0 PROCEEDING WITH WORK

The Project Manager shall work with the archaeologist, TIB, DAHP, and affected tribes to determine the appropriate discovery boundary and where work may continue. Work outside the discovery location typically may continue while documentation and assessment of the cultural resources proceed. A cultural resources specialist (either from DAHP, a consulting tribe, or a professional consultant) must determine the boundaries of the discovery location. In consultation with DAHP and affected tribes, the TIB and the Project Manager will determine the appropriate level of documentation and treatment of the resource. If federal agencies are involved, the agencies will make final determinations about treatment and documentation.

Project work may continue at the discovery location only after the process outlined in this plan is followed, and DAHP and the federal agencies (if any) determine that compliance with state and federal laws is complete.

8.0 ORGANIZATION RESPONSIBILITY

The Project Manager is responsible for ensuring the following:

- This plan has complete and accurate information.
- This plan is immediately available to all field staff at the sites and available by request to any party.

- This plan is implemented to address any discovery at the site.
- All field staff, contractors, and volunteers are instructed on how to implement this plan.

9.0 CONFIDENTIALITY

Archaeological sites can become targets of vandalism and illegal removal activities. Archaeological sites have been destroyed by artifact collectors or curious visitors, so site locations are not made public. DAHP maintains archaeological site databases and can share sensitive site location information with appropriate parties. Property owners and agencies with a need to know can be told about site locations on their property. Otherwise, personnel from the Lead Agency, contractors, and subcontractors shall keep and maintain all information regarding any archaeological resources discovered as confidential, especially the discovery of human remains.

Information such as maps, records, or other information identifying the location of archaeological sites, historic sites, artifacts, or the site of traditional, ceremonial, or social uses and activities of Indian Tribes is exempt from public disclosure consistent with state law (RCW 42.56.300).

Personnel from the City, TIB, contractors, and subcontractors should not contact the media or share information regarding a discovery on social media without consent. If needed, the Project Archaeologist/Lead Agency can brief staff, volunteers, and contractors on the procedures to follow should potentially significant cultural resources be discovered.

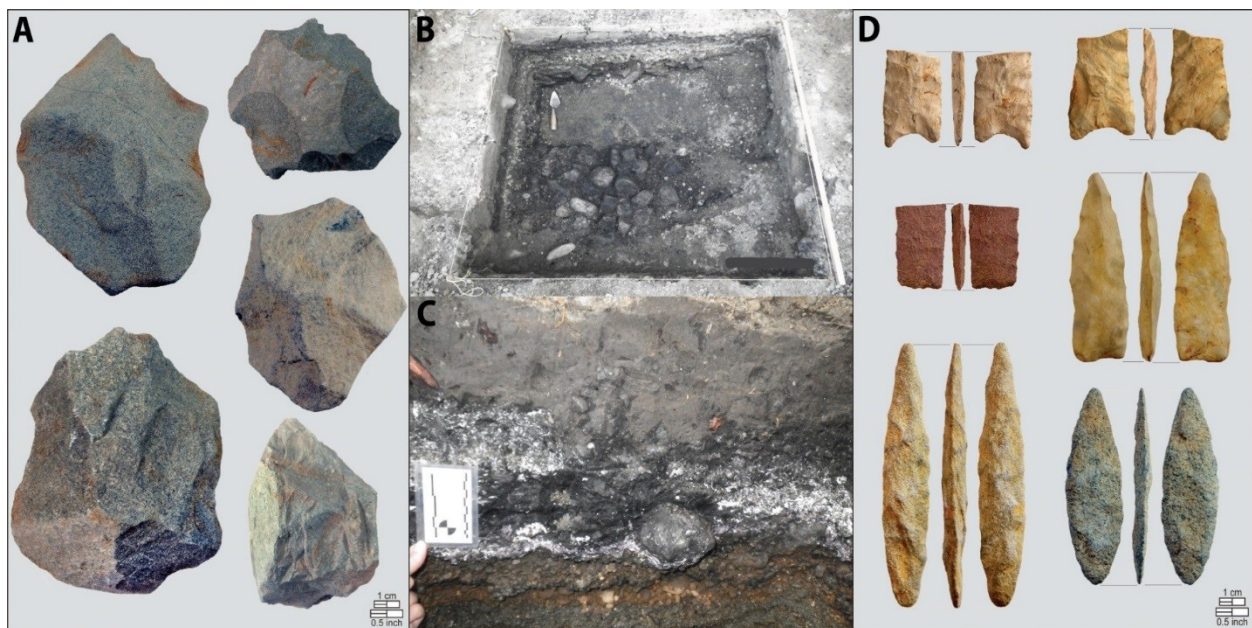


Figure 1. Examples of potentially significant precontact period cultural materials: a) lithic cores; b) oven; c) shell midden; d) projectile points (Images from Northwest Archaeological Associates and SWCA Environmental Consultants excavations).



Figure 2. Other examples of precontact period cultural materials: a) bone tools; b) basket; c) flakes and stone tools (Photo of basket provided by the Thomas Burke Memorial Washington State Museum [CAT# 45SN100-7b]; other photos by Washington Department of Ecology).



Figure 3. Examples of potentially significant historical cultural materials that may be within the fill in the project area: a) riveted chimney pipe and riveted oven in trench wall; b) historic debris layer; c) two-tier lumber supporting a brick wall in ruin, and d) wood plank floor (Photos from Northwest Archaeological Associates excavations).



Figure 4. Other examples of historical period cultural materials: a) bottles, metal, and other residential items; b) historical dump; c) old railroad grade (historical dump photo from ICF International excavation; other photos by Washington Department of Ecology and King County Parks).