CITY OF TACOMA

NOTICE OF SMALL WORKS ROSTER CONTRACTING OPPORTUNITY

May 23, 2018

Request for Bids Specification WD18-0220S

Project Scope: Asphalt Pavement Restoration - 4505 Yakima Ave

To view and download an electronic copy of the complete bid solicitation document, visit the City of Tacoma's Small Works Roster website and click on "SWR Solicitations" in the left column, then select the specification number referenced above.

This solicitation document is available via the City's website only. If you prefer that a different e-mail address be used to notify your company of SWR opportunities, please contact the City of Tacoma Purchasing Division at ***email*** ***bids@cityoftacoma.org*** *to update your company information. Include the Specification No. in your correspondence.*

City of Tacoma
Water Distribution

REQUEST FOR BIDS WD18-0220S

Submittal Deadline: 11:00 a.m., Pacific Time, Wednesday, May 30, 2018

Delivery: Submittals will be received as follows:

By Carrier: City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35th Street Tacoma, WA 98409	**In Person:** City of Tacoma Procurement & Payables Division Tacoma Public Utilities Lobby Security Desk Administration Building North – Main Floor 3628 S 35th Street Tacoma, WA 98409 **Note: This is a change in location for in-person deliveries.**
By Mail: City of Tacoma Procurement & Payables Division Tacoma Public Utilities PO Box 11007 Tacoma, WA 98411-0007	**By Email:** sendbid@cityoftacoma.org

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

- Register for the Bid Holders List to receive notices of addenda, questions and answers and related updates.
- Click here to see a list of vendors registered for this solicitation.

Pre-Proposal Meeting: A pre-proposal meeting will not be held

Project Scope: Pavement Restoration - 4505 Yakima Ave

Estimate: $20,000

Paid Leave and Minimum Wage: Effective February 1, 2016, the City of Tacoma requires all employers to provide paid leave and minimum wages, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit www.cityoftacoma.org/employmentstandards.

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Debbie Seibert by email to dseibert@cityoftacoma.org.

Protest Policy: City of Tacoma protest policy, located at www.tacomapurchasing.org, specifies procedures for protests submitted prior to and after submittal deadline.

Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

CITY OF TACOMA

THIS IS NOT AN ORDER
All prices quoted shall be F.O.B. Destination, Freight Prepaid and Allowed

All responses & inquiries must be plainly marked with this

REQUEST FOR QUOTATION 6000046417

Return Bids By 11:00 AM, 05/30/2018 to: sendbid@cityoftacoma.org

Debbie Seibert
ABN 4th Floor NE 3628
South 35th Street
Tacoma WA 98409 Ph.
253 502 8587
Fax.253-502-8372

Material will ship to:

Water Distribution Engineering
Tacoma Water
3628 S 35th Street
Tacoma WA 98409

RFQ Information

Collective Bid #	WD18-0220S
Bid Issue Date	05/23/2018
Vendor Number	109226 WEB VENDOR FOR RFQ

Vendor Information (vendor to complete)

Firm Name:	
Address:	
City/State/Zip	/ /
Phone/Fax	/
E-Mail	
Contact Name	
Payment Terms	%, days (e.g. 2% 10,N30)
Tacoma Bus. Lic. #	
Taxpayer ID #	

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID
x_____DATE:____ /____ /_____
NAME : _____
TITLE : _____

Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
	Asphalt Pavement Restoration -4505 Yakima Ave Prevailing wage rates are applicable to this project.					
10	**Asphalt Pavement Restoration** 4505 Yakima Ave		1	AU		

Net Value	**$**
Plus Tax at _____%	**$**
Total Amount	**$**

SCOPE OF WORK

WD18-0220S Asphalt Pavement Restoration - 4505 Yakima Ave

Tacoma Water's, Water Distribution Operations Section is providing you with an opportunity to quote this asphalt pavement restoration service within the City of Tacoma - Pierce County. This work category is outside our existing paving contract.

Jurisdictional pavement requirements must be followed. Products or work not meeting jurisdictional requirements shall be replaced by the contractor at no expense to Tacoma Water regardless of the impact of work, schedule, or cost. Payment will not be made for work rejected by the jurisdiction. Final certificate of payment does not constitute an acceptance of work not done in accordance with jurisdictional requirements or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

The contractor will remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the permit closure date unless a longer period is specified. Tacoma Water will give notice of observed defects with reasonable promptness. If it is discovered, before payment is required, that there is a failure to comply with any jurisdictional terms and provisions, Tacoma Water has the right and may withhold payment.

The contractor will be responsible for obtaining, and paying for all required pavement related permits, inspection fees, and approved traffic control plans within the City of Tacoma.

Weather permitting, this work to commence, and be completed within 15 working days after contract documents are signed around and distributed.

It is possible that other contractors or the City of Tacoma will be working in the project areas during the time of construction. It shall be the responsibility of the contractor to coordinate its work with all other agencies and/or contractors in the vicinity of the project area. All saw cutting, paint striping, torch down, clean up, and tar sealing to comply with ESA Regional Road Maintenance Program guidelines. Encompassing work to complete pavement work including excavating roadway to firm unyielding sub-grade, backfill with 100% 5/8" crushed surfacing compacted to 95% density, saw-cut edges, tar seal edges, maintain catch basins, and gate box tops functionality, traffic control, paint striping including torch down, and road reflectors, including cross walks (paint and/or torch down) shall be included in the price quote. All removed material becomes the property

of the contractor. All demolition shall be removed from work site at contractor's expense to a legal waste site.

Bid the entire scope of work;

For 4505 Yakima Ave

Remove 4 temporary patches, and cut back surrounding perimeter areas 2' down to concrete base or deeper if rubble. Remove all CSTC under temporary patch and cut back areas. Back fill excavation with CSTC fill and compact to within 8-inches from finished grade, then apply six inches of HMA in 2-inch lifts (including cut back areas) to within 2" of final grade. 2" grind over 44' x 39' area as outlined on patch slip and overlay HMA to match existing roadway. Do not disturb brick lined gutter areas. Comply with all other requirements of the ROW Restoration Policy.

Any and all CSTC subgrade and saw cutting is incidental to this contract.

See attached photos, and Request for Street Repairs form.

Bid submittal to be structured such that a unit price for each element is provided. **We strongly encourage your onsite inspection prior to quoting this job.**

For questions, contact Mike Riley 253-502-8699.

1. Misty Hahn-Zwosta (253-377-0601) is the City of Tacoma Inspector.

Conan Kempf (253-377-7970) is the Tacoma Water Inspector

4505 Yakima Ave

191 SY asphalt pavement removal.

33 Tons HMA.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	**Removal/Disposal of existing pavement. Includes all thicknesses and combinations.** **2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters** **2-09.3(1)D Disposal of Excavated Material** **2-09.3(1)E Backfilling**	**191**	**SY**	**$**	**$**
2	**HMA Cl ½"** **5-04.1 thru 5.04.5(1) Quality Assurance Hot Mix Asphalt** **9-03.8(2)**	**33**	**TN**	**$**	**$**

3	**Approved Traffic Control Plan & actual traffic control, including all required devices, not limited to Traffic Control Supervisor(s), Flaggers, signs, barricades, and portable changeable message signs.**	**Lump Sum**	**LS**	**$**	**$**
4	**CSTC** **4-04 Ballast and Crushed Surfacing**	**As Required**	**CY**	**Incidental**	**Incidental**
5	**Saw cutting**	**As Required**	**LF**	**Incidental**	**Incidental**
	SUB-TOTAL (Transfer to Request for Quotation Page)				**$**

WSDOT Standard specifications, 2016, M41-10 referenced as guide in parenthesis (5-04).

#

REQUEST FOR STREET REPAIRS

CITY OF TACOMA
DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION (253)502-8384

INSIDE ☒
OUTSIDE ☐

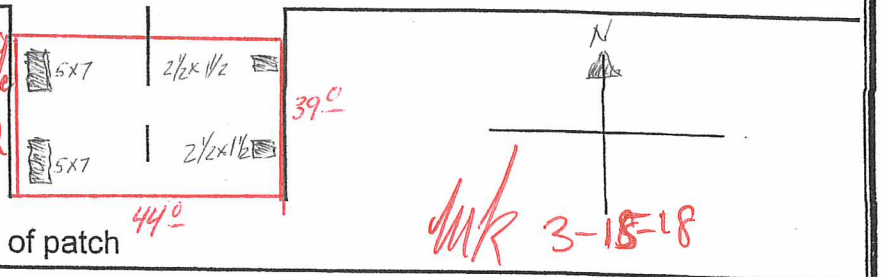
APS Finish Size
Date
Initials

SECTION WATER DIST. MAP # 203/68

ADDRESS 4505 - YAKIMA AVE.

STREET Rating 45.7 (2016)
VARIANCE Required

Do not disturb brick lined gutters.



Remove 4 temp patches including 2' cut backs down to concrete base or deeper if rubble. Install HMA in excavations in 2' lifts 2" from finish grade. 2" grind + over lay 39'x44'.

*Show distance from center line to edge of patch

MK 3-15-18

LOCATION OF OPENING	IN FRONT OF 4508 YAKIMA AVE.
SIDE	☐ NORTH ☐ SOUTH ☐ EAST ☒ WEST ☐ ACROSS
TYPE OF SIDE	☐ PARKING STRIP ☒ STREET ☐ CONCRETE WALK ☐ ALLEY ☐ DRIVEWAY ☐ CURB & GUTTER
EST. # & SIZE OF OPENINGS	2 - 5X7 2 - 1½x2½ NEW Patch 39' x 44' DEPTH 4" Asphalt over 6" concrete
REASON	☐ MAIN ☒ SERVICE ☐ HYDRANT ☐ LEAK ☒ MAINTENANCE ☐ OTHER
PAVEMENT TYPE	☐ CONCRETE ☐ OILMAT ☐ BRICK ☐ ASPHALT ON CONCRETE & BRICK ☐ ASPHALT ☐ COBBELSTONE ☒ ASPHALT ON CONCRETE ☐ NEEDS BASE
PAVEMENT CLOSURE	☒ TEMPORARY PATCH ☐ LEFT OPEN

ORDER # 20000073396	
REQUESTED BY K YOUNG / C. ROLAND	DATE 2/14/2018
RESPONSIBLE SUPERVISOR C. ROLAND	PHONE # 502-8397
JURISDICTIONAL INSPECTOR MISTY	

Todd Honey 3-15-18

Rev. 2/12/2014

4505 S YAKIMA
3-12-18

Complete bid submittal package should contain:

1. Request for Quotation - signed
2. Bid Proposal sheets
4. State Responsibility and Reciprocal Bid Preference Information
5. Retainage Options
6. Certification of Compliance with Wage Payment Statutes

Specification No. _____

_____
Name of Bidder

State Responsibility and Reciprocal Bid Preference Information

Certificate of registration as a contractor (must be in effect at the time of bid submittal):	Number:_____ Effective Date:_____ Expiration Date:_____
Current Washington Unified Business Identifier (UBI) number:	Number:_____
Do you have industrial insurance (workers' compensation) coverage for your employees working in Washington?	☐ Yes ☐ No ☐ Not Applicable
Washington Employment Security Department number:	Number:_____ ☐ Not Applicable
Washington Department of Revenue state excise tax registration number:	Number:_____ ☐ Not Applicable
Have you been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3)?	☐ Yes ☐ No If yes, provide an explanation of your disqualification on a separate page.
Do you have a physical office located in the state of Washington?	☐ Yes ☐ No
If incorporated, in what state were you incorporated?	State: _____ ☐ Not Incorporated
If not incorporated, in what state was your business entity formed?	State: _____

Revised: 07/20/07, 04/09/12

Contractor Name _____

City of Tacoma

RETAINAGE OPTIONS

Request for Bids Specification No. WD18-0220S Asphalt Pavement Restoration - 4505 Yakima Ave

A. Complete and return this form with your submittal. If your company is awarded the project, the information below will be used to determine the appropriate contract documents and retainage method.

B. As provided for in RCW 39.08.010, a bond is required on any work resulting from this solicitation, provided that on contracts of $150,000 or less, the contractor may, in lieu of the performance bond and payment bond, elect to have the City of Tacoma retain 10 percent of the contract amount for a period of 30 days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, the Department of Labor and Industries, and settlement of any liens filed under RCW CHAPTER 60.28, whichever is later.

C. Please specify your choice:

- ☐ Performance bond***** and payment bond***** (5% retainage)
- ☐ Hold 10% retainage in lieu of performance bond and payment bond (reserved for contracts $150,000 or less per RCW 39.08.010)
- ☐ Bond in-lieu-of retainage*****
- ☐ Escrow agreement*****

***The City's forms must be used. Contractor may not substitute its own forms.**

Pursuant to RCW 60.28, a sum of five percent of the monies earned by the Contractor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the state with respect to taxes imposed pursuant to Title 82, RCW, and (2) the claims of any person arising under the contract.

Release of the retainage will be made 60 days following the completion date (pursuant to RCW 39.12, and RCW 60.28) provided the following conditions are met:

1. On contracts totaling more than $20,000, a release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the contracting agency (RCW 39.12.040).
3. A release has been obtained from the Washington State Department of Labor and Industries (per Section 1-07.10) and the Washington State Employment Security Department.
4. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed, and provided the conditions of 1, 2, and 3 are met, the Contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the contracting agency sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.

3628 S. 35TH St. ■ Procurement &Payables Division ■ Tacoma, WA 98409 ■ (253) 502-8468 ■ FAX (253) 502-8372

City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (May 23, 2018), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

_____
Bidder

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City State

Check One:

Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

_____

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

_____

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

GENERAL PROVISIONS – SMALL WORKS ROSTER

Public Works and Improvements Contracts of Less Than or Equal to $200,000

(Revised July 2016)

Only contractors notified directly by the City of Tacoma regarding this solicitation may respond. If you did not receive notice directly from the City regarding this solicitation you are not eligible to participate. Additionally, only contractors that have received notice from the City confirming they are on Tacoma's small works roster are eligible to participate in the City's Small Works Roster program.

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

SECTION II – CONTRACT REQUIREMENTS

2.01 CONTRACTOR

As used herein, the "Contractor" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Vendor, Proposer, Bidder, Seller, Merchant, Service Provider or otherwise.

2.02 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

The Bidder to whom the Contract is awarded, hereinafter called the Contractor, shall enter into a Contract with the City of Tacoma within 10 days after receipt from the City of Tacoma of a properly prepared Contract. In addition, the Contractor will do all things required to promptly perform this Contract pursuant to the terms of this Contract. Certain contracts for supplies, goods or equipment may use the City Purchase Order in place of a formal contract document.

B. Independent Contractor

Contractor is an independent contractor; no personnel furnished by the Contractor shall be deemed under any circumstances to be the agent or servant of the City. Contractor shall be fully responsible for all acts or omissions of Subcontractors and its and their suppliers, and of persons employed by them, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with the Contract. There shall be no contractual relationship between any Subcontractors or supplier and the City arising out of or by virtue of this agreement. No provision of the Contract is intended or is to be construed to be for the benefit of any third party.

2.03 CONFLICTS IN SPECIFICATIONS

Anything mentioned in the Specifications and not shown on the drawings and anything on the drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Special Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

a) Proposal pages prevail if they conflict with the General, Special or Technical Provisions.

b) Special Provisions prevail if they conflict with the General Provisions and/or Technical Provisions.

c) Technical Provisions prevail if they are in conflict with the General Provisions.

In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the engineer/project manager for determination. Failure to submit the discrepancy issue to the engineer/project manager shall result in the Contractor's actions being at his/her own risk and expense. The

engineer/project manager shall furnish from time to time such detailed drawings and other information as he/she may consider necessary.

2.04 INSPECTION

A. Of the Work

All materials furnished and work done shall be subject to inspection.

The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of this Contract. All material or work approved and later found to be defective shall be replaced without cost to the City of Tacoma.

B. Inspector's Authority

The inspector shall have power to reject materials or workmanship which does not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the engineer/project manager.

The Contract shall be carried out under the general control of the representative of the particular department/division administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City of Tacoma. The Contractor shall comply with any and all orders and instructions given by the representative of the particular department/division administering the Contract in accordance with the terms of the Contract.

Provided, that for the purposes of construction contracts, such control shall only apply (a) to the extent necessary to ensure compliance with the provisions of this contract, and (b) to the extent necessary to fulfill any non-delegable duty of the City for the benefit of third parties not engaged in promoting the activity of this contract.

Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

2.05 FEDERAL, STATE AND MUNICIPAL REGULATIONS

All federal, state, municipal and/or local regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with work performed under this Contract.

2.06 INDEMNIFICATION – HOLD HARMLESS

A. Indemnification

The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, agents, employees and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the City, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Respondent specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

These indemnifications shall survive the termination of this Contract.

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

A. Assignment

The Contract shall not be assigned except with the consent of the project manager or his/her designee.

Requests for assignment of this contract must be in writing with the written consent of the surety, and the request must show the proposed person or organization to which the contract is assigned is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his/her experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of assignment.

B. Subletting

The Contract shall not be sublet except with the written consent of the project manager or his/her designee. In the event that a prequalified electrical contractor is necessary to perform certain portions of the work, such work may be subcontracted with a City prequalified electrical contractor for the type of work involved.

Requests for subletting of this Contract must be in writing with the written consent of the Surety, and the request must show the proposed person or organization to which the Contract is sublet is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of subletting.

The written consent approving the subletting of the Contract shall not be construed to relieve the Contractor of his/her responsibility for the fulfillment of the Contract. The Subcontractor shall be considered to be the agent of the Contractor and the Contractor agrees to be responsible for all the materials, work and indebtedness incurred by the agent.

A subcontractor shall not sublet any portion of a subcontract for work with the City without the written consent of the City.

2.08 DELAY

A. Extension of Time

With the written approval of the project manager or his/her designee, the Contractor may be granted additional time for completion of the work required under this Contract, if, in the project manager's opinion the additional time requested arises from unavoidable delay.

B. Unavoidable Delay

Unavoidable delays in the prosecution of the work shall include only delays from causes beyond the control of the Contractor and which he/she could not have avoided by the exercise of due care, prudence, foresight and diligence. Delay caused by persons other than the Contractor, Subcontractors or their employees will be considered unavoidable delays insofar as they necessarily interfere with the Contractor's completion of the work, and such delays are not part of this Contract.

Unavoidable delay will not include delays caused by weather conditions, surveys, measurements, inspections and submitting plans to the engineer/project manager of the particular department/division involved in administering this Contract.

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and

pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

If it has been discovered, before payment is required under the terms of the Contract, that there is a failure to comply with any of the terms and provisions of this Contract, the City has the right and may withhold payment.

In case of a failure of any part of the work, materials, labor and equipment furnished by the Contract or to fully meet all of the requirements of the Contract, the Contractor shall make such changes as may be necessary to fully meet all of the specifications and requirements of this Contract. Such changes shall be made at the Contractor's sole cost and expense without delay and with the least practicable inconvenience to the City of Tacoma. Rejected material and equipment shall be removed from the City's property by and at the expense of the Contractor.

B. Guarantee for Supply Contracts

Unless a longer period is specified, the supplier and/or manufacturer of the supplies, materials and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within one year from the date of: (1) test energization if electrical or mechanical equipment; (2) commencement of use if supplies or materials, provided, however, said guarantee period shall not extend beyond eighteen months after date of receipt by the City. All of the costs (including shipping, dismantling and reinstallation) of repairs and/or corrections of defective or failed equipment, supplies and/or material is the responsibility of the supplier and/or manufacturer.

When the supplier is not the manufacturer of the item of equipment, supplier agrees to be responsible for this guarantee and supplier is not relieved by a manufacturer's guarantee.

C. Guarantee Period Extension

The Contract guarantee period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by Contractor and accepted by the City. In addition, in the event less than ninety (90) days remain on the guarantee period (after recalculating), the guarantee period shall be extended to allow for at least ninety (90) days from the date the work or equipment is repaired or replaced and accepted by the City.

2.10 DEDUCTIONS FOR UNCORRECTED WORK

If the City of Tacoma deems it expedient to correct work not done in accordance with the terms of this Contract, an equitable deduction from the Contract price shall be made.

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvency, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Payment and Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said 10 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.

In the event of any such termination, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem

advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

2.12 LIENS

In the event that there are any liens on file against the City of Tacoma, the City of Tacoma shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Tacoma to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk.

2.13 PRICE, RISK OF LOSS, DELIVERY

A. Firm Prices/Risk of Loss

All prices shall remain firm during the term of this Contract. All prices shall be FOB, the place of destination (as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with contractor/Supplier until delivery is tendered unless otherwise stated in these Specifications.

B. Delivery

Deliveries shall be between 9:00 a.m. and 3:30 p.m.; Monday through Friday only (except legal holidays of the City of Tacoma). Failure to make timely delivery shall be cause for termination of the order and return of all or part of the items at Contractor/Supplier expense except in the case of force majeure.

2.14 COMPENSATION

The City shall compensate the Contractor in accordance with the Contract. Said compensation shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor.

2.15 INCURRED COSTS

The City of Tacoma is not liable in any way for any costs incurred by respondents replying to this solicitation.

2.16 INVOICES

Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable. Invoices shall be sent in duplicate to:

Accounts Payable
City of Tacoma
PO Box 1717
Tacoma, WA 98401-1717

Any terms, provisions or language in Contractor's invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by the City.

2.17 PAYMENT TERMS

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice OR City department payment request. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained, and a properly

completed invoice is received by the City. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

Contractors with annual gross revenues below $250,000 who are awarded contracts of less than or equal to $100,000, who have completed mutually agreed upon quantities of work, shall be paid within 10 business days, less five percent retainage, unless waived, provided they have complied with all contractual requirements, including but not limited to receipt by the city of certified payrolls, statement of intents to pay, etc., of the contract at the time of payment.

2.18 APPROVED EQUALS

A. Unless an item is indicated as "No substitute," special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the City, provided that the bidder specifies the brand and model, and provides all descriptive literature, independent test results, product samples, local servicing and parts availability to enable the City to evaluate the proposed "equal."

B. The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the bidder to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the bidder's expense.

C. When a brand name, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified. If more than one brand name is specified, bidders must clearly indicate the brand and model/part number being bid.

2.19 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Contractor, incorporating the terms and conditions of this Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be the Contractor’s responsibility to inform such public agencies of this Contract. Contractor shall invoice such public agencies as separate entities

2.20 INCREASE OR DECREASE IN QUANTITIES

The City of Tacoma reserves the right to increase or decrease quantities of any items under this contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

2.21 EXTENSION OF CONTRACT

Contracts resulting from this Specification shall be subject to extension by mutual agreement per the same prices, terms, and conditions.

2.22 ENTIRE AGREEMENT

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

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GENERAL PROVISIONS – SMALL WORKS ROSTER

SECTION III – CONSTRUCTION AND/OR LABOR CONTRACTS

3.01 BIDDER'S DUTY TO EXAMINE

The Bidder agrees to be responsible for examining the site(s) and to have compared them with the Specifications and Contract Drawings, and to be satisfied as to the facilities and difficulties attending the execution of the proposed Contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, obstacles and contingencies) before the delivery of his/her Proposal. No allowance will be subsequently made by the City on behalf of the Bidder by reason of any error or neglect on Bidder's part, for such uncertainties as aforesaid.

3.02 PERMITS

Except when modified by these specifications, the Contractor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by the City of Tacoma. The City will obtain county or state road crossing permits if required. In the event a necessary permit is not obtained, the Contractor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extensions.

3.03 NOTIFICATION OF OTHER GOVERNMENTAL AGENCIES AND UTILITIES WHEN UNDERGROUND WORK IS INVOLVED

The Contractor shall notify all other affected governmental agencies and utilities whenever underground work is done under the terms of this Contract. The Contractor is required to obtain permission of the appropriate public and private utilities and governmental agencies before performing underground work pursuant to the terms of this Contract. The Contractor is required to call "one call" at 1-800-424-5555 for all work involving excavation or digging more than 12 inches beneath ground or road surface.

The City may have indicated on the plans and specifications the existence of certain underground facilities that are known to the City department/division responsible for this Contract. It is the Contractor's responsibility to fully comply with the Underground Utility Locate Law, Chapter 19.122 RCW. If the site conditions are "changed or differing" as defined by RCW 19.122.040(l), the Contractor may pursue the party responsible for not properly marking or identifying the underground facility. The Contractor agrees not to file any claim or legal action against the City (department/division responsible for this Contract) for said "changed or differing" conditions unless said City department/division is solely responsible for the delay or damages that the Contractor may have incurred.

3.04 TRENCH EXCAVATION BID ITEM

In the event that "trench excavation" in excess of four feet requires a safety system pursuant to Washington state law and safety shoring, sloping, sheeting, or bracing is used, a separate bid item should be set forth in the Proposal for this work. If a separate bid item is not set forth in the Proposal pages, said installed safety system shall be paid at $3.00 per lineal foot of trench, which unit price includes both sides of the trench.

3.05 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until all required insurance has been obtained and such insurance has been approved by the City of Tacoma, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all insurance required herein has been obtained by Subcontractor. It is the Contractor's responsibility to ascertain that all Subcontractors have the insurance as required by this Contract at all times such Subcontractors are performing the work. The insurance coverages required herein shall be maintained and effective at all times any work including guarantee work is being performed by the Contractor or a Subcontractor.

A. Compensation Insurance

The Contractor shall, at all times during the existence of this Contract, fully comply with all of the terms and conditions of the laws of the state of Washington pertaining to Workers' Compensation together with any and all amendments and supplements thereto and any and all regulations promulgated thereunder.

In the event any of the work herein is sublet, the Contractor shall require such Subcontractor to fully comply with all of the terms and conditions of the laws of the state of Washington pertaining to Workers' Compensation. For persons engaged in employment who are not within the mandatory coverage of the state Workers' Compensation laws, the Contractor shall provide and shall cause each subcontractor to provide compensation insurance (including self-insurance if it otherwise meets all requirements of state Workers' Compensation laws), satisfactory to the City, at least equivalent to the benefits provided for covered employment under state Workers' Compensation laws.

B. Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of this Contract, a policy of comprehensive general liability insurance, with an insurance carrier authorized to do business in the state of Washington. The policy shall be approved as to form and content by the City Attorney and shall protect the City of Tacoma from liability imposed by law for damages suffered by any persons arising out of or resulting from acts or omissions in the performance of this contract: (1) for bodily injury or death resulting therefrom caused by accidents or occurrences resulting from any act or omission by the Contractor in the performance of the Contract, and (2) for injury to, or destruction of, any property, including property of the City of Tacoma, and including loss of use. The policy or policies shall include coverage for claims for damages because of bodily injury or death or property damage arising out of the ownership, maintenance or use of any motor vehicle, including hired or non-owned vehicles.

If the Contractor fails to maintain such insurance, the City of Tacoma may, at its discretion, immediately terminate the contract.

3.06 SAFETY

A. General

The Contractor shall, at all times, exercise adequate precautions for the safety of all persons, including its employees and the employees of a Subcontractor, in the performance of this Contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations. It is the Contractor's responsibility to furnish safety equipment or to contractually require Subcontractors to furnish adequate safety equipment relevant to their responsibilities.

The Contractor shall obtain the necessary line clearance from the inspector before performing any work in, above, below or across energized Power Division circuits.

The Inspector and/or engineer/project manager may advise the Contractor and the Safety Officer of any safety violations. It is the Contractor's responsibility to make the necessary corrections. Failure to correct safety violations is a breach of this Contract and, as such, shall be grounds for an order from the safety officer, inspector or engineer/project manager to cease further work and remove from the job site until the condition is corrected. Time and wages lost due to such safety shutdowns shall not relieve the Contractor of any provisions of Section 3.14 of this Specification and shall be at the sole cost of the Contractor. The purpose of this authority to stop work is to enforce the contract and not to assume control except to the extent necessary to ensure compliance with the provisions of this contract.

Any of the above actions by employees of the City of Tacoma shall in no way relieve the Contractor of his/her responsibility to provide for the safety of all persons, including his/her employees.

B. Work Hazard Analysis Report

The Contractor will be required to complete a work hazard analysis report. This report shall outline how the Contractor proposes to satisfy all safety laws and regulations involved in performing the work. This report

shall be completed and submitted to the City Safety Officer before the pre-construction conference. A copy of the report shall be maintained at the work site (accessible to the supervisor).

3.07 PROTECTION OF WORKERS AND PROPERTY

The Contractor shall erect and maintain good and sufficient guards, barricades and signals at all unsafe places at or near the work and shall, in all cases, maintain safe passageways at all road crossings, and crosswalks, and shall do all other things necessary to prevent accident or loss of any kind.

The Contractor shall protect from damage all utilities, improvements, and all other property that is likely to become displaced or damaged by the execution of the work under this Contract.

The Contractor is responsible for all roads and property damaged by his/her operations as shall be determined by the engineer/project manager administering this Contract. The Contractor shall be responsible for repairing all damage to roads caused by his/her operations to the satisfaction of the particular governmental body having jurisdiction over the road.

3.08 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

The Contractor shall keep on his/her work, during its progress, a competent superintendent and any necessary assistants, all of whom must be satisfactory to the City of Tacoma. The Contractor's superintendent shall not be changed except with the consent of the City of Tacoma, unless the Contractor's superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The Contractor's superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor directly. The Contractor shall give efficient supervision to the work, using his/her best skill and attention.

B. Character of Contractor's Employees

The Contractor shall employ only competent, skillful, faithful and orderly persons to do the work, and whenever the engineer/project manager administering the Contract shall notify the Contractor in writing that any person on the work is, in his or her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, the Contractor shall forthwith discharge such persons from the work and shall not again employ him or her on this Contract.

3.09 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

The Contractor and Subcontractors shall be bound by the provisions of RCW Chapter 49.28 (as amended) relating to hours of labor. Except as set forth in these specifications, eight (8) hours in any calendar day shall constitute a day's work on a job performed under this Contract.

In the event that the work is not performed in accordance with this provision and in accordance with the laws of the state of Washington, then this Contract may be terminated by the City of Tacoma for the reason that the same is not performed in accordance with the public policy of the state of Washington as defined in said statutes.

B. Prevailing Wages

The Contractor and any Subcontractors shall be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits. No worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the "prevailing rate of wage" as determined by the industrial Statistician of the Department of Labor and industries. The schedule of the prevailing wage rates for the locality or localities where this Contract will be performed is by reference made a part of this Contract as though fully set forth herein. Current prevailing wage data will be furnished by the Industrial Statistician upon request. The Contractor shall immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wage Section, 866-219-7321, to obtain full information, forms and procedures relating to these matters.

Before payment is made by or on behalf of the City, of any sum or sums due on account of a Public Works contract, it shall be the duty of the officer or person charged with the custody and disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer a "Statement of Intent to Pay Prevailing Wages." Each statement of intent to pay prevailing wages must be approved by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer. Unless otherwise authorized by the Department of Labor and Industries each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the public agency. Following the final acceptance of a Public Works project, it shall be the duty of the officer charged with the disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer an "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the Contractor. Each affidavit of wages paid must be certified by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer.

In the event 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 in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and industries whose decision shall be final, conclusive and binding on all parties involved in the dispute.

3.10 CHANGES

A. In Plans or Quantities

The City of Tacoma, without invalidating this Contract, or any part of this Contract, may order extra work or make reasonable changes by altering, adding to or deducting from the materials, work and labor and the Contract sum will be adjusted accordingly. All such work and labor shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. When work or bid items are deducted, reduced or eliminated, it is agreed that no payment will be made to Contractor for anticipated profit.

B. Extra Work

Any claim or order for extra materials, work and labor made necessary by alterations or additions to the plans or by other reasons for which no price is provided in this Contract, shall not be valid unless the Contractor and engineer/project manager administering the Contract have agreed upon a price prior to commencing extra work, and the agreement has been signed by the Contractor and approved by the project manager or his/her designee, and approved by the payment and performance bond surety.

C. Extra Work – No Agreed Price

If it is impracticable to fix an increase in price definitely in advance, the order may fix a maximum price which shall not under any circumstances, be exceeded, and subject to such limitation, such alteration, modification, or extra shall be paid for at the actual necessary cost as determined by the City of Tacoma, which cost (including an allowance for profit) shall be determined as the sum of the following items inclusive:

1. Labor, computed at regular wage scale, including premium on compensation insurance and charge for social security taxes, and other taxes, pertaining to labor; no charge for premium pay shall be allowed unless authorized by the engineer/project manager administering the Contract;
2. The proportionate cost of premiums on comprehensive general liability and other insurance applicable to the extra work involved and required under this Contract;
3. Material, including sales taxes pertaining to materials;
4. Plant and equipment rental, to be agreed upon in writing before the work is begun; no charge for the cost of repairs to plant or equipment will be allowed;
5. Superintendence, general expense and profit computed at 20 percent of the total of paragraphs (1) to (4) inclusive;

6. The proportionate cost of premiums on bonds required by this Contract, computed by 1 1/2 percent of the total of paragraphs (1) to (5) inclusive.

7. The City of Tacoma reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon.

Whenever any extra work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each day, report to the engineer/project manager the amount and cost of the labor and material used, and any other expense incurred in such extra work on the preceding day, and no claim for compensation for such extra work will be allowed unless such report shall have been made.

The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material, which, in the judgment of the engineer/project manager administering the Contract, may properly be classified under items for which prices are established in the Contract.

D. Claims for Extra Work

If the Contractor claims that any instructions by drawings or otherwise, involve extra cost under this Contract, he/she shall give the City of Tacoma written notice thereof within 30 days after receipt of such instruction, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedures governing the same shall be as provided for immediately above in this paragraph. The method in these paragraphs is the only method available to the Contractor for payment of claims for extra work performed under the terms of this Contract.

3.11 CLEANING UP

The Contractor shall at all times, at his/her own expense, keep the premises free from accumulation of waste materials or debris caused by any workers or the work, at the completion of the work the Contractor shall remove all his waste materials from and about the site and all his/her equipment, sanitary facilities and surplus materials. In the case of dispute, the City of Tacoma may remove the debris and charge the cost to the Contractor as the City of Tacoma shall determine to be just. All material that is deposited or placed elsewhere than in places designated or approved by the engineer/project manager administering the Contract will not be paid for and the Contractor may be required to remove such material and deposit or place it where directed.

3.12 PROGRESS PAYMENT

Progress payments will be made up to the amount of ninety-five percent (95%) of the actual work completed as shall be determined by the engineer/project manager administering the Contract.

The Contractor may request that an escrow account be established as permitted by law, in which event the Contractor will earn interest on the retained funds.

When the time for construction, services and/or installation will exceed thirty (30) days, the Contractor may request, by invoice, to be paid a progress payment based on percentage of work completed. The engineer/project manager will review and approve the progress payment request on a monthly basis.

3.13 FINAL PAYMENT

The final payment of five percent (5%) of the Contract price shall be approved on final acceptance of the work under this Contract by the project manager or his/her designee. Also, before final payment is made, the Contractor shall be required to:

A. Provide a certificate from the Washington State Department of Revenue that all taxes due from the Contractor have been paid or are collectible in accordance with the provisions of Chapter 60.28 and Title 82 of the Revised Code of Washington. In addition to the Department of Revenue requirements, releases from the state of Washington Labor & Industries and Employment Securities must be received.

B. Provide the General Release and Final Contract Verification to the City of Tacoma on the form set forth in these Contract documents, if applicable;

C. Provide a release of any outstanding liens that have been otherwise filed against any monies held or retained by the City of Tacoma;

D. File with the Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages paid;

If there is a fee assessed to the City for any certificate, release or other form required by law, the contractor agrees that the fee amount may be passed on to the Contractor and deducted from the monies paid to the Contractor.

3.14 FAILURE TO COMPLETE THE WORK ON TIME

Should the completion of the work required under the Contract be delayed beyond the expiration of the period herein set for the completion of said work, or such extension of said period as may be allowed by reason of unavoidable delays, there shall be deducted from the total Contract price of work, for each calendar day by which such completion shall be delayed beyond said period of such extension thereof the sum of $300 or a sum of money as set forth hereinafter in these Specifications, as the amount of such deduction per calendar day.

Said sum shall be considered not as a penalty, but as liquidated damages which the City will suffer by reason of the failure of the Contractor to perform and complete the work within the period herein fixed or such extensions of said period as may be allowed by reason of unavoidable delays.

Any money due or to become due the Contractor may be retained by the City to cover said liquidated damages, and should such money not be sufficient to cover such damages, the City shall have the right to recover the balance from the Contractor or his/her Sureties.

The filing of any bid for the work herein contemplated shall constitute acknowledgment by the Bidder that he/she understands, agrees and has ascertained that the City will actually suffer damages to the amount hereinabove fixed for each and every calendar day during which the completion of the work herein required shall be delayed beyond the expiration of the period herein fixed for such completion or such extension of said period as may be allowed by reason of unavoidable delays.

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

The City of Tacoma hereby reserves the right to use the facilities herein contracted prior to final acceptance under this Contract. The use of said facilities, as mentioned herein, shall not be construed as a waiver or relinquishment of any rights that the City of Tacoma has under this Contract.

3.16 Intentionally Omitted.

3.17 PAYMENT AND PERFORMANCE BOND / RETAINAGE

Retainage

As provided for in RCW 60.28, five percent of moneys earned by the contractor will be retained for a period of 45 days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

Payment and Performance Bond

The successful Bidder shall provide a payment and performance bond, including power of attorney, for 100 percent of the amount of his/her bid (excluding sales taxes), to ensure complete performance of the Contract including the guarantee. The bonds must be executed by a surety company licensed to do business in the state of Washington. If bonds are requested for a supply type contract, a cashiers' check or cash may be substituted for the bonds; however, this cash or cashiers' check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

For contracts of less than or equal to $100,000, the payment and performance bonds and/or retainage requirements may be waived on a case-by case basis for City of Tacoma Small Works Roster firms whose annual gross revenue is below $1,000,000.

3.18 SUPPLEMENTAL BIDDER CRITERIA

The bidder must also meet the following applicable supplemental criteria adopted by the City of Tacoma (excerpted from TMC Chapter 1.06.262 Evaluation of Submittals, Qualifications of Bidders and Respondents).

A. In determining the "lowest and best responsible bidder" for purchase of supplies, purchased services and public works, in addition to price, the following may be considered:

1. The ability, capacity, experience, stability, technical qualifications and skill of the respondent to perform the contract;
2. Whether the respondent can perform the contract within the time specified, without delay or interference;
3. Integrity, reputation, character, judgment, experience, and efficiency of the respondents, including past compliance with the City's Ethics Code;
4. Quality of performance of previous contracts;
5. Previous and existing compliance with laws and ordinances relating to contracts or services;
6. Sufficiency of the respondent's financial resources;
7. Quality, availability, and adaptability of the supplies, purchased services or public works to the particular use required;
8. Ability of the respondent to provide future maintenance and service on a timely basis;
9. Payment terms and prompt pay discounts;
10. The number and scope of conditions attached to the submittal;
11. Compliance with all applicable City requirements, including but not limited to the City's Ethics Code and its Historically Underutilized Business and Local Employment and Apprenticeship programs;
12. Other qualification criteria set forth in the specification or advertisement that the appropriate department or division head determines to be in the best interests of the City.

B. Intentionally Omitted.

C. Proof of Qualifications for Award. As a condition of accepting a submittal, the City may require respondents to furnish information, sworn or certified to be true, on the requirements of this Section. If the City Manager or Director of Utilities is not satisfied with the sufficiency of the information provided, or if the prospective respondent does not meet all of the following requirements, any submittal from such respondent must be disregarded. In order to be considered a responsible bidder, the prospective bidder shall have all of the following qualifications:

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
    a. Bidder Responsibility. Bidders shall not be in violation of 39.04.350 RCW Bidder Responsibility Criteria - Supplemental Criteria.

3.19 MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City's **supplemental criteria** by submitting a written request to the Purchasing Division no later than 5:00 p.m. Pacific Time, **three days prior to the bid opening date**. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

Requests may be submitted via postal mail or delivered personally, or sent by e-mail or fax, within the above timeline to:

MAIL	**DELIVERY**
City of Tacoma Purchasing Division	City of Tacoma Purchasing Division
PO Box 11007	Tacoma Public Utilities
Tacoma, WA 98411-0007	Administration Building North, Main Floor
	3628 South 35th Street
Fax: 253-502-8372	Tacoma, WA 98409-3115
E-mail: bids@cityoftacoma.org	

The City will respond to the request prior to the bid opening date. Changes to the supplemental criteria, if warranted, will be issued by addendum to the solicitation documents and posted to the City's website for the attention of all prospective notified Small Works Roster bidders.

3.20 DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the bidder responsibility criteria and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees, the bidder may appeal the determination within the timeline specified in the notification by presenting additional information to the City. The City will consider the additional information before issuing its final determination.

3.21 SUBCONTRACTOR RESPONSIBILITY

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
    a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
    b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
    c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    d. Have an electrical contractor license, if required by Chapter 19.28 RCW;
    e. Have an elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

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CITY OF TACOMA
FINANCE/PURCHASING DIVISION

SPECIAL NOTICE TO BIDDERS

Public works and improvement projects for the City of Tacoma are subject to Washington state law and Tacoma Municipal Code, including, but not limited to the following:

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

In order to be considered a responsible bidder the bidder must meet the following mandatory state responsibility criteria contained in RCW 39.04.350:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect **at the time of bid submittal**;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
   a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
   b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
   c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

Effective March 30, 2012, RCW 39.04.380 imposes a reciprocal preference for resident contractors. Any bid received from a non-resident contractor from a state that provides an in-state percentage bidding preference is subject application of a comparable percentage disadvantage.

A non-resident contractor from a state that provides an in-state percentage bidding preference means a contractor that:

1. Is from a state that provides a percentage bid preference to its resident contractors bidding on public works projects, and
2. Does not have a physical office located in Washington at the time of bidding on the City of Tacoma public works project.

The state of residence for a non-resident contractor is the state in which the contractor was incorporated, or if not a corporation, the state in which the contractor's business entity was formed.

The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference, a comparable percentage disadvantage will be applied to the non-resident

contractor's bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

The reciprocal preference evaluation does not apply to public works procured pursuant to RCW 39.04.155, RCW 39.04.280, federally funded competitive solicitations where such agencies prohibit the application of bid preferences, or any other procurement exempt from competitive bidding.

Bidders must provide the City of Tacoma with their state of incorporation or the state in which the business entity was formed and include whether the bidder has a physical office located in Washington.

The bidder shall submit documentation demonstrating compliance with above criteria on the enclosed State Responsibility and Reciprocal Bidder Information form.

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

    a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

    b. Have a current Washington Unified Business Identifier (UBI) number;

    c. If applicable, have:

    a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
    b. A Washington Employment Security Department number, as required in Title 50 RCW;
    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    d. An electrical contractor license, if required by Chapter 19.28 RCW;
    e. An elevator contractor license, if required by Chapter 70.87 RCW and;

3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

In order to be considered a responsible bidder, the prospective bidder shall have all of the following qualifications set forth in Tacoma Municipal Code 1.06.262:

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
    a. Bidder Responsibility. Bidders shall not be in violation of 39.04.350 RCW Bidder Responsibility Criteria - Supplemental Criteria.

In addition to the mandatory bidder responsibility criteria listed immediately above, the City may, in addition to price, consider any or all of the following criteria contained in Tacoma Municipal Code Chapter 1.06.262 in determining bidder responsibility:

1. The ability, capacity, experience, stability, technical qualifications and skill of the respondent to perform the contract;
2. Whether the respondent can perform the contract within the time specified, without delay or interference;
3. Integrity, reputation, character, judgment, experience, and efficiency of the respondents, including past compliance with the City's Ethics Code;
4. Quality of performance of previous contracts;
5. Previous and existing compliance with laws and ordinances relating to contracts or services;
6. Sufficiency of the respondent's financial resources;
7. Quality, availability, and adaptability of the supplies, purchased services or public works to the particular use required;
8. Ability of the respondent to provide future maintenance and service on a timely basis;
9. Payment terms and prompt pay discounts;
10. The number and scope of conditions attached to the submittal;
11. Compliance with all applicable City requirements, including but not limited to the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs;
12. Other qualification criteria set forth in the specification or advertisement that the appropriate department or division head determines to be in the best interests of the City.

The City may require bidders to furnish information, sworn or certified to be true, to demonstrate compliance with the City responsibility criteria set forth above. If the city manager or director of utilities is not satisfied with the sufficiency of the information provided, or if the prospective respondent does not substantially meet all responsibility requirements, any submittal from such respondent must be disregarded.

B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City's **supplemental criteria** by submitting a written request to the Purchasing Division no later than 5:00 p.m. Pacific Time, three days prior to bid opening date. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

Requests may be submitted via postal mail or delivered personally, or sent by e-mail or fax, within the above timeline to:

MAIL	**DELIVERY**
City of Tacoma Purchasing Division PO Box 11007 Tacoma, WA 98411-0007 Fax: 253-502-8372 E-mail: bids@cityoftacoma.org	City of Tacoma Purchasing Division Tacoma Public Utilities Administration Building North – Main Floor 3628 South 35th Street Tacoma, WA 98409-3115

The City will respond to a timely submitted request prior to the bid opening date. Changes to the supplemental criteria, if warranted, will be issued by addendum to the solicitation documents and posted to the City's website for the attention of all prospective bidders.

D. DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the criteria above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees, the bidder may appeal the determination in a manner consistent with the City's Protest Policy. Appeals are coordinated by the Purchasing Division heard by the Procurement and Payables Division manager for contracts less than or equal to $200,000 and by Contracts and Awards Board for contracts greater than $200,000.

PREVAILING WAGE RATES

This project requires prevailing wages under chapter 39.12 RCW. Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce County.

The effective date for prevailing wages on this project will be the **submittal deadline** with these exceptions:

a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
c. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:
http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp

REQUIRED DOCUMENTS

The Contractor shall submit to the City the following Department of Labor and Industries (L&I) forms for itself and for each firm covered under 39.12 RCW that provided work and materials for the Contract:

1. A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form number F700-029-000. The City will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the City.

2. A copy of an approved Affidavit of Prevailing Wages Paid, L&I form number F700-007-000. The Contracting Agency will not grant completion or release retainage held under chapter 60.28 RCW until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the City.

5-04 Hot Mix Asphalt

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
Warm Mix Asphalt Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21

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. If utilized, the amount of RAP shall not exceed 20 percent of the total weight of the HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

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 use warm mix asphalt (WMA) processes in the production 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.

When the Contracting Agency provides aggregates or provides a source for the production of aggregates, the Contract Provisions will establish the approximate percentage of asphalt binder required in the mixture for each class 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.

5-04.3 Construction Requirements

5-04.3(1) Hot Mix Asphalt Mixing Plant

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

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

2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer. 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 sufficient space as required for the setup and operation of the field testing facilities of the Contracting Agency.
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(2) 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 workshift include, or are forecast to include, precipitation or an air temperature less than 45°F, the cover shall be securely attached to protect the HMA.

In order to prevent the HMA mixture from adhering to the hauling equipment, truck beds are to be sprayed with an environmentally benign release agent. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For hopper trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3) Hot Mix Asphalt 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.

Prior to the use of any HMA paver, the Contractor shall certify the paver is equipped with the most current equipment available from the manufacturer for the prevention of the segregation of the coarse aggregate particles. The certification shall list the make, model, and year of the paver and any equipment that has been retrofitted to the paver.

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.

The paver shall be equipped with automatic screed controls with sensors for either or both sides of the paver. The controls shall be capable of sensing grade from an outside reference line, sensing the transverse slope of the screed, and providing automatic signals that operate the screed to maintain the desired grade and transverse slope. The sensor shall be constructed so it will operate from a reference line or a mat referencing device.

The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent. The paver shall be equipped with automatic feeder controls, properly adjusted to maintain a uniform depth of material ahead of the screed.

Manual operation of the screed will be permitted in the construction of irregularly shaped and minor areas. These areas include, but are not limited to, gore areas, road approaches, tapers and left-turn channelizations.

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 Project 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 Project Engineer. A joint matcher may be used subject to the approval of the Project Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Project 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 Project 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)A Material Transfer Device/Vehicle

Direct transfer of HMA from the hauling equipment to the paving machine will not be allowed in the top 0.30 feet of the pavement section of hot mix asphalt (HMA) used in traffic lanes with a depth of 0.08 feet or greater. A material transfer device or vehicle (MTD/V) shall be used to deliver the HMA from the hauling equipment to the paving machine. HMA for prelevel, pavement repair, or HMA placed in irregularly shaped and minor areas such as road approaches, tapers, and turn lanes are excluded from this requirement.

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 Project Engineer.

5-04.3(4) Rollers

Rollers shall be of the steel wheel, vibratory, 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 Project Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(5) Conditioning of Existing Surface

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 Project 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 Project Engineer.

5-04.3(5)A Preparation of Existing Surfaces

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.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots. 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.

Unless otherwise approved by the Engineer, the tack coat shall be CSS-1, CSS-1h, or STE-1 emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted with water at a rate not to exceed one part water to one part emulsified asphalt. The tack coat shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

5-04.3(5)B Preparation of Untreated Roadway

When designated in the Plans the existing Roadway shall be prepared and primed. The Roadway preparation shall be performed in accordance with the Bituminous Surface Treatment provisions for this type of Work (Section 5-02.3(2)A), except that only one application of asphalt and one application of aggregate shall be applied. The aggregate shall conform either to the requirements of Sections 9-03.4 or 9-03.8 or shall consist of other material approved by the Engineer. All other provisions of Section 5-02 pertaining to New Construction bituminous surface treatments shall apply to this preparation Work, except as hereinafter modified.

The prime coat shall be applied over the full length of the project. HMA shall not be placed until the prime coat has cured for 5 days unless otherwise approved by the Engineer.

Should any holes, breaks, or irregularities develop in the Roadway surface after the prime coat has been applied, they shall be patched, as described in Section 5-04.3(5)A, before placement of the HMA pavement. The Contractor shall maintain the completed prime coat by blading or brooming with equipment and procedures approved by the Engineer, until the HMA pavement is placed.

After the maintenance, patching or repair Work has been completed and immediately prior to placing the HMA, the surface of the prime coat shall be swept clean of all dirt, dust, or other foreign matter.

When the prime coat application is not specified in the Special Provisions or shown in the Plans, the Contractor shall prepare the untreated Roadway as described above and shall omit the prime coat treatment. The HMA shall be constructed on the prepared Subgrade.

The Contractor shall prepare untreated Shoulders and traffic islands by blading and compacting to provide a sound base for paving and shall omit the prime coat treatment. The HMA shall be constructed on the prepared Subgrade.

5-04.3(5)C Crack Sealing

When the Proposal includes a pay item for crack sealing, all cracks and joints ¼ inch and greater in width shall be cleaned with a stiff-bristled broom and compressed air and then shall be filled completely with sand slurry.

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean No. 4-0 paving sand. The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and paving sand used in the sand slurry.

5-04.3(5)D Soil Residual Herbicide

Where shown in the Plans, the Contractor shall apply one application of an approved soil residual herbicide. The requirements of Section 8-02.3(3)B shall apply to this application. Paving shall begin within 24 hours after application of the herbicide.

The material to be used shall be registered with the Washington State Department of Agriculture for use under pavement. Before use, the Contractor shall obtain approval of the material to be used and the proposed rate of application from the Project Engineer. The following information shall be included in the request for approval of the material:

1. Brand Name of the Material,
2. Manufacturer,
3. Environmental Protection Agency (EPA) Registration Number,
4. Material Safety Data Sheet, and
5. Proposed Rate of Application.

5-04.3(5)E 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 staked. 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 Project Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Project Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift.

The Project Engineer will determine the excavation depth, which may vary up to a total depth of 1 foot. The determination will depend on the location of material suitable for support of the pavement. 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(5)A. 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. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(6) Vacant

5-04.3(7) Preparation of Aggregates

The aggregates shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate. The aggregates shall be removed from stockpile(s) in a manner to ensure minimal of 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(7)A Mix Design

5-04.3(7)A1 General

The Contractor shall develop a mix design prior to the initial production of HMA and prior to the production of HMA each calendar year thereafter. The mix design aggregate structure asphalt binder content, anti-strip additive and indirect tensile strength shall be determined in accordance with WSDOT Standard Operating Procedure 732, WSDOT FOP for AASHTO T 324 and WSDOT FOP for ASTM D 6931 and meet the requirements of Sections 9-03.8(2) and 9-03.8(6).

Mix designs that were developed during the calendar year prior to the current year's production of HMA that have been issued a WSDOT mix design evaluation report will be accepted provided the Contractor submits a certification letter stating that the aggregate and asphalt binder have not changed. Changes to aggregate that may require a new mix design include the source of material or a change in the percentage of material from a stockpile greater than 5 percent. The Contractor may vary the RAP percentage in accordance with Section 5-04.2. Changes to the percentage of material from a stockpile will be calculated exclusive of the RAP content. Changes to asphalt binder that may require a new mix design include the source of the crude petroleum supplied to the refinery, the refining process, and additives or modifiers in the asphalt binder.

The Contractor shall include the brand and type of anti-stripping additive in the mix design submittal and provide certification from the asphalt binder manufacture that the anti-stripping additive is compatible with the crude source and formulation of asphalt binder proposed in mix design.

5-04.3(7)A2 Statistical or Nonstatistical Evaluation

Mix designs for HMA accepted by statistical and nonstatistical evaluation shall be submitted to the Project Engineer on WSDOT Form 350-042. For a mix design that was originally developed for another WSDOT contract, the Contractor shall also submit WSDOT Form 350-041 and include all changes to the job mix formula that have been approved on other contracts.

The Contractor shall submit representative samples of the mineral materials that are to be used in the HMA production. The Contracting Agency will use these samples to evaluate the mix design in accordance with WSDOT FOP for AASHTO T 324 and WSDOT FOP for ASTM D 6931. Evaluation of HMA mix designs proposed by the Contractor that include RAP will be completed without the inclusion of the RAP. Submittal of RAP samples is not required. A mix design evaluation report will be provided within 25 calendar days after a mix design submittal has been received in the State Materials Laboratory in Tumwater. No paving shall begin prior to issuance of the mix design evaluation report or reference mix design evaluation report for that year.

5-04.3(7)A3 Commercial Evaluation

The Contractor shall develop the mix design in accordance with Section 5-04.3(7)A1. Mix designs for HMA accepted by commercial evaluation shall be submitted to the Project Engineer on WSDOT Form 350-042~~; only the first page is required~~.

Evaluation of the mix design by the Contracting Agency is not required.

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

5-04.3(8) Mixing

After the required amounts of mineral materials and asphalt binder have been introduced into the mixer the HMA shall be mixed until a complete and uniform coating of the particles and a thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the mix design or reference mix design, evaluation 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 Project Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted during the daily operation 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 Project Engineer.

5-04.3(8)A Acceptance Sampling and Testing – HMA Mixture

5-04.3(8)A1 General

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

Acceptance of HMA by statistical evaluation is administered under the provisions of Section 5-04.5(1) Quality Assurance Price Adjustments. Statistical evaluation will be used for a class of HMA with the same PG grade of asphalt binder when the Proposal quantities exceed 4,000 tons.

Nonstatistical evaluation will be used for the acceptance of HMA when the Proposal quantities for a class of HMA, with the same PG grade of asphalt binder, are 4,000 tons or less.

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 statistical and nonstatistical evaluation.

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 Project Engineer and may be made in accordance with Section 9-03.8(7).

5-04.3(8)A2 Aggregate

For HMA accepted by statistical evaluation, the gradation of aggregates will be included in the statistical calculations for the HMA. For HMA accepted by either statistical or nonstatistical evaluation the aggregate properties of sand equivalent, uncompacted void

content and fracture will be evaluated in accordance with Section 3-04. These properties will not be included in the statistical evaluation of the HMA. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Project Engineer.

5-04.3(8)A3 Sampling

The random sampling of HMA will be by WSDOT Test Method T 716. 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 WSDOT FOP for WAQTC/AASHTO T 168.

5-04.3(8)A4 Definition of Sampling Lot and Sublot

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance, with a maximum of 15 sublots per lot; the final lot for a mix design may be increased to 25 sublots. All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Project Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for statistical and nonstatistical evaluation shall be performed on the frequency of one sample per sublot. The sublots shall be approximately uniform in size with a maximum sublot size of 800 tons. The quantity of material represented by the final sublot for either statistical or nonstatistical evaluation may be increased to a maximum of two times the sublot quantity calculated. Should a lot accepted by statistical evaluation contain fewer than three sublots, the HMA will be accepted in accordance with nonstatistical evaluation

5-04.3(8)A5 Test Results

The results of all acceptance testing performed in the field and the Composite Pay Factor (CPF) of the lot after three sublots have been tested will be available to the Contractor through WSDOT's website.

The Contractor may request a sublot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been posted to the website. A split of the original acceptance sample will be sent for testing to either the Region Materials Laboratory or the State Materials Laboratory as determined by the Project Engineer. The split of the sample will not be tested with the same equipment or by the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and Va, and the results of the retest will be used for the acceptance of the HMA in place of the original sublot 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 $250 per sample.

5-04.3(8)A6 Test Methods

Testing of HMA for compliance of Va will be by WSDOT Standard Operating Procedure 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 WAQTC FOP for AASHTO T 27/T 11.

5-04.3(8)A7 Test Section – HMA Mixtures

For each class of HMA accepted by statistical evaluation, the Contractor may request a test section to determine whether the mixture meets the requirements of Section 9-03.8(2) and 9-03.8(6). The test section shall be constructed at the beginning of paving and will be at least 600 tons and a maximum of 1,000 tons or as approved by the Project Engineer. No further wearing or leveling HMA will be paved the day of or the day following the construction of the test section. The mixture in the test section will be evaluated as a lot with a minimum of three sublots required.

5-04.3(9) 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″	0.10 feet

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

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

5-04.3(10) Compaction

5-04.3(10)A General

Immediately after the HMA has been spread and struck off, and after surface irregularities have been adjusted, the mix shall be thoroughly and uniformly compacted. The completed course shall be free from ridges, ruts, humps, depressions, objectionable marks, checking, cracking, and irregularities and shall conform to the line, grade, and cross-section shown in the Plans. If necessary, the JMF may be altered in accordance with Section 9-03.8(7) to achieve desired results.

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 mechanical or hand tampers. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. An exception shall be that pneumatic tired rollers shall be used for compaction of the wearing course beginning October 1st of any year through March 31st of the following year. Unless the Project 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. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B Control

5-04.3(10)B1 General

HMA mixture accepted by statistical or nonstatistical evaluation that is used in traffic lanes, including lanes for ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10 foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a minimum of 91 percent of the reference maximum density as determined by WSDOT FOP for AASHTO T 209. The specified level of density attained will be determined by the statistical evaluation of tests taken in accordance with WSDOT FOP for WAQTC TM 8 and WSDOT SOP 729 on the day the mix is placed (after completion of the finish rolling).

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance, with a maximum of 15 sublots per lot; the final lot for a mix design may be increased to 25 sublots. Sublots will be uniform in size with a maximum of approximately 80 tons per sublot; the final sublot of the day may be increased to 120 tons. The sublot locations within each density lot will be determined by the stratified random sampling procedure conforming to WSDOT Test Method T 716. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Project 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 Project 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.

5-04.3(10)B2 Cyclic Density

The Project Engineer may also evaluate the HMA for low cyclic density of the pavement in accordance with WSDOT SOP 733. Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the reference maximum density. Any area tested for density under Section 5-04.3(10)B1 will be included in this evaluation. A $500 price adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the reference maximum density.

5-04.3(10)B3 Vacant

5-04.3(10)B4 Test Results

The nuclear moisture-density gauge results of all compaction acceptance testing and the CPF of the lot after three sublots have been tested will be available to the Contractor through WSDOT's website. Determination of the relative density of the HMA with a nuclear moisture-density gauge requires a correlation factor determined in accordance with WSDOT SOP 730 and may require resolution after the correlation factor is known. When a core is taken for gauge correlation at the location of a sublot, the relative density of the core will be used for the sublot test result and is exempt from retesting. Acceptance of HMA compaction will be based on the statistical evaluation and CPF so determined.

For a sublot that did not meet the minimum of 91 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 sublot. The relative density of the core will replace the relative density determined by the nuclear moisture-density gauge for the sublot 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 sublot have been provided or made available to the Contractor. The core will be taken at approximately the same location as the nuclear moisture-density gauge test in the compaction sublot being challenged. Traffic control shall be provided by the Contractor as requested by the Project 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(11) Reject Work

5-04.3(11)A General

Work that is defective or does not conform to Contract requirements shall be rejected.

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

The Project 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 statistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D General

HMA that has been rejected is subject to the requirements in Section 1-06.2(2), and the Contractor shall submit a proposal to the Project Engineer for approval.

5-04.3(11)D1 A Partial Sublot

In addition to the random acceptance sampling and testing, the Project 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)D2 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)D3 A Lot in Progress

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

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

5-04.3(11)D4 An Entire Lot

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

5-04.3(12) Joints

5-04.3(12)A 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 50H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

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

5-04.3(12)B 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 Project Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

On one-lane ramps a longitudinal joint may be constructed at the center of the traffic lane, subject to approval by the Project Engineer, if:

1. The ramp must remain open to traffic, or
2. The ramp is closed to traffic and a hot-lap joint is constructed.
   a. If a hot-lap joint is allowed at the center of the traffic lane, two paving machines shall be used; a minimum compacted density in accordance with Section 5-04.3(10)B shall be achieved throughout the traffic lane; and construction equipment other than rollers shall not operate on any uncompacted mix.

When HMA is placed adjacent to cement concrete pavement, the Contractor shall construct longitudinal joints between the HMA and the cement concrete pavement. The joint shall be sawed to the dimensions shown on Standard Plan A-40.10 and filled with joint sealant meeting the requirements of Section 9-04.2.

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 ⅛ 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 ¼ 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 Project 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 Project Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Project Engineer shall deduct from monies due or that may become due to the Contractor the sum of $500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When portland cement concrete pavement is to be placed on HMA, the surface tolerance of the HMA shall be such that no surface elevation lies above the Plan grade minus the specified Plan depth of portland cement concrete pavement. Prior to placing the portland cement concrete pavement, any such irregularities shall be brought to the required tolerance by grinding or other means approved by the Project Engineer.

When utility appurtenances such as manhole covers and valve boxes are located in the Traveled Way, the Roadway shall be paved before the utility appurtenances are adjusted to the finished grade.

5-04.3(14) Planing Bituminous Pavement

Planing shall be performed in such a manner that the underlying pavement is not torn, broken, or otherwise damaged by the planing operation. Delamination or raveling of the underlying pavement will not be construed as damage due to the Contractor's operations. Pavement outside the limits shown in the Plans or designated by the Engineer that is damaged by the Contractor's operations shall be repaired to the satisfaction of the Engineer, at the Contractor's expense.

For mainline planing operations, the equipment shall have automatic controls, with sensors for either or both sides of the equipment. The controls shall be capable of sensing the grade from an outside reference line, or a mat-referencing device. The automatic controls shall have a transverse slope controller capable of maintaining the mandrel at the desired transverse slope (expressed as a percentage) within plus or minus 0.1 percent.

The planings and other debris resulting from the planing operation shall become the property of the Contractor and be disposed of in accordance with Section 2-03.3(7)C. The planings may be utilized as RAP, within the requirements of Sections 5-04.2 or 9-03.21.

5-04.3(15) HMA Road Approaches

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

5-04.3(16) Weather Limitations

HMA for wearing course shall not be placed on any Traveled Way beginning October 1st through March 31st of the following year without written approval from the Project Engineer.

Asphalt for prime coat shall not be applied when the ground temperature is lower than 50°F without written approval of the Project Engineer.

HMA shall not be placed on any wet surface, or when the average surface temperatures are less than those specified in the following table, or when weather conditions otherwise prevent the proper handling or finishing of the bituminous mixtures:

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

5-04.3(17) Paving Under Traffic

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

The Contractor shall keep on-ramps and off-ramps open to traffic at all times except when paving the ramp or paving across the ramp. During such time, and provided that there has been an advance warning to the public, the ramp may be closed for the minimum time required to place and compact the mixture. In hot weather, the Project 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 a ramp, advance warning signs shall be placed and signs shall also be placed marking the detour or alternate route. Ramps shall not be closed on consecutive interchanges at the same time.

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(18) Vacant

5-04.3(19) Sealing of Pavement Surfaces

Where shown in the Plans, the Contractor shall apply a fog seal. The fog seal shall be constructed in accordance with Section 5-02.3. Unless otherwise approved by the Project Engineer, the fog seal shall be applied prior to opening to traffic.

5-04.3(20) Anti-Stripping Additive

Anti-stripping additive shall be added to the liquid asphalt by the asphalt supplier prior to shipment to the asphalt mixing plant. For HMA accepted by statistical and nonstatistical evaluation the anti-stripping additive shall be added in the amount designated in the WSDOT mix design/anti-strip evaluation report provided by the Contracting Agency. For HMA accepted by commercial evaluation the Project Engineer will determine the amount of anti-strip to be added; paving shall not begin before the anti-strip requirements have been provided to the Contractor.

5-04.3(21) Vacant

5-04.4 Measurement

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

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

Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.

Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton, whichever is designated in the Proposal.

Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

Longitudinal joint seals between the HMA and cement concrete pavement will be measured by the linear foot along the line and slope of the completed joint seal.

Planing bituminous pavement will be measured by the square yard.

Temporary pavement marking will be measured by the linear foot as provided in Section 8-23.4.

Removing temporary pavement marking will be measured by the linear foot as provided in Section 8-23.4.

Water will be measured by the M gallon as provided in Section 2-07.4.

5-04.5 Payment

Payment will be made in accordance with Section 1-04.1, for each of the following Bid items that are included in the Proposal:

"HMA Cl. ___ PG ___", per ton.

"HMA for Approach Cl. ___ PG ___", per ton.

"HMA for Preleveling Cl. ___ PG ___", per ton.

"HMA for Pavement Repair Cl. ___ PG ___", per ton.

"Commercial HMA", per ton.

The unit Contract price per ton for "HMA Cl. ___ PG ___", "HMA for Approach Cl. ___ PG ___", "HMA for Preleveling Cl. ___ PG ___", "HMA for Pavement Repair Cl. ___ PG ___", and "Commercial HMA" shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

"Preparation of Untreated Roadway", per mile.

The unit Contract price per mile for "Preparation of Untreated Roadway" shall be full pay for all Work described under Section 5-04.3(5)B, with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for "HMA Cl. ___ PG ___" which was used for patching. If the Proposal does not include a Bid item for "Preparation of Untreated Roadway", the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

"Crack Sealing", by force account.

"Crack Sealing" will be paid for by force account as specified in Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the total Bid by the Contractor.

"Soil Residual Herbicide ____ ft. Wide", per mile, or

"Soil Residual Herbicide", per square yard.

The unit Contract price per mile or per square yard for "Soil Residual Herbicide" shall be full payment for all costs incurred to obtain, provide and install herbicide in accordance with Section 5-04.3(5)D.

"Pavement Repair Excavation Incl. Haul", per square yard.

The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(5)E with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. ___ PG ___", per ton.

"Asphalt for Prime Coat", per ton.

The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all costs incurred to obtain, provide and install the material in accordance with Section 5-04.3(5)B.

"Prime Coat Agg.", per cubic yard, or per ton.

The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay for furnishing, loading, and hauling aggregate to the place of deposit and spreading the aggregate in the quantities required by the Engineer.

"Asphalt for Fog Seal", per ton.

Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.

"Longitudinal Joint Seal", per linear foot.

The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(12).

"Planing Bituminous Pavement", per square yard.

The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

"Temporary Pavement Marking", per linear foot.

Payment for "Temporary Pavement Marking" is described in Section 8-23.5.

"Removing Temporary Pavement Marking", per linear foot.

Payment for "Removing Temporary Pavement Marking" is described in Section 8-23.5.

"Water", per M gallon.

Payment for "Water" is described in Section 2-07.5.

"Job Mix Compliance Price Adjustment", by calculation.

"Job Mix Compliance Price Adjustment" will be calculated and paid for as described in Section 5-04.5(1).

"Compaction Price Adjustment", by calculation.

"Compaction Price Adjustment" will be calculated and paid for as described in Section 5-04.5(1).

"Cyclic Density Price Adjustment", by calculation.

"Cyclic Density Price Adjustment" will be calculated and paid for as described in Section 5-04.3(10)B2.

5-04.5(1) Quality Assurance Price Adjustments

All HMA will be subject to price adjustments. Price adjustments for HMA mixture will be based on the requirements of 5-04.3(8). Price adjustments for HMA compaction will be based on the requirements in 5-04.3(10). For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has estimated a calculated amount for all price adjustment items and has entered these amounts in the Proposal to become a part of the total Bid by the Contractor. Statistical analysis of the HMA will be performed in accordance with Section 1-06.2.

5-04.5(1)A Price Adjustments for Quality of HMA Mixture

Statistical analysis of quality of gradation and asphalt content will use the following price adjustment factors:

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

A pay factor will be calculated for each sieve listed that is equal to or smaller than the maximum allowable aggregate size (100 percent passing sieve) asphalt binder and percent air voids (Va).

1. **Statistical Evaluation** – For each lot of HMA produced under Statistical Evaluation, a Job Mix Compliance Incentive Factor (JMCIF) will be determined. The JMCIF 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 JMCIF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.
2. **Nonstatistical Evaluation** – 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 Section 9-03.8(7), 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.
3. **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 Section 9-03.8(7), 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 produced under Nonstatistical or Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

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

5-04.5(1)B Price Adjustments for Quality of HMA Compaction

For each compaction control lot with one or two sublots, having all sublots attain a relative density that is 91 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a sublot does not attain a relative density that is 91 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. 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 each compaction control lot with three or more sublots, a Compaction Incentive Price Adjustment Factor (CIPAF) will be determined. The CIPAF equals the algebraic difference of the CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CIPAF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

City of Tacoma

City of Tacoma Contract No.: _____ Specification No.: _____

General Release to the City of Tacoma

The undersigned, named as the Contractor in a certain agreement between contractor name and the City of Tacoma, dated _____, 20___, hereby releases the City of Tacoma, its departmental officers, employees, and agents, from any and all claim or claims known or unknown, in any manner whatsoever, arising out of, or in connection with, or relating to said contract, excepting only the equity of the undersigned in the amount now retained by the City of Tacoma under said contract, to-wit: the sum of $_____.

Signed on this _____ day of _____, 20__.

_____
Contractor Name

_____
Contractor Authorized Signature

_____
Title

_____
Type or Print Signature Name