



**CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF**

HIGHLAND ROAD/339th STREET CHIP SEAL PROJECT

FOR THE

CITY OF LA CENTER

2023

May 8th, 2023

LA CENTER JOB NUMBER: PW 2023-02

Prepared By:

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210 E. 4th Street
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(360) 263-2889



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CITY OF LA CENTER, WASHINGTON

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INVITATION TO BID-SMALL WORKS ROSTER
CITY OF LA CENTER 339TH STREET CHIP SEAL PROJECT, PW 2023-02

Sealed proposals for furnishing all materials, labor and equipment for the following described work will be received by the City of La Center at 210 E. 4th Street, La Center, WA 98629 by **June 6th, 2023** at 3 PM. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed to the City of La Center, 210 E. 4th Street, La Center, Washington 98629. Bids will not be accepted via facsimile or electronic mail. Each proposal shall be completely sealed in a package addressed as required. At this time the sealed bids will be publicly opened and read. A contract will be awarded or all bids rejected within 45 days after the bid opening.

PROJECT NAME: CITY OF LA CENTER HIGHLAND ROAD/339TH STREET CHIP SEAL PROJECT PW 2023-02

PROJECT DESCRIPTION: Project consists of chip sealing with 3/8-inch chip seal over the entire width of Highland Road/339th Street pavement between 24th Street and approximately 300-feet north of 4th Street. This is approximately 4,300 lineal feet of pavement and 11,900 SY of pavement area. Alternate bids include striping and a fog seal over the entire width of the paving and striping.

The issuing office for Contract Documents is City of La Center Public Works 210 East 4th Street, La Center, WA 98629, (360) 263-7665. **Plans will be available starting May 16th, 2023, and will only be transmitted electronically on the city's website. Any addendums to the project will be provided on the city website, and it shall be the contractor's responsibility to view the website for addendums prior to the bids received.**

Technical inquiries regarding the project should be directed to Tony Cooper, City Engineer, at City of La Center Public Works, 210 East 4th Street, La Center, WA 98629, (360) 263-2889 or by email at acooper@ci.lacenter.wa.us. All proposals must be submitted on the regular form furnished with the specifications, and each must be accompanied by a certified or bank check or bidder's bond, by a bonding company licensed to do business in the State of Washington, made payable to the City of La Center in an amount not less than five percent (5%) of the total bid. Work shall be completed by September 30th after receipt of Notice to Proceed.

State Sales Taxes -- the provisions of Section 1-07.2(1)-Rule 171 – apply to this project. The Contractor shall include Washington State Retail Sales Taxes in the various unit bid prices for purchases of materials, equipment, and supplies used or consumed in completing the project.

All construction and material, unless otherwise specified, shall be in accordance with the 2022 Standard Specifications and Standard Plans for Road, Bridge and Municipal Construction as prepared by the Washington State Department of Transportation and as amended under Amendments to the Standard Specifications, and the American Public Works Association, and the City of La Center Engineering Standards for Construction.

The CITY OF LA CENTER reserves the right to cancel this request or reject any and all bids received or to waive any minor formalities of this call if in the judgment of the City Council the best interest of the City would be served.

PART I- BIDDING DOCUMENTS

INSTRUCTIONS TO BIDDERS

1. Intent of Plans and Specifications

It is the intention of these specifications to provide for careful, thorough and workmanlike construction procedures in the installation of materials and equipment and in the manufacture and delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material and labor necessary to complete said contract in accordance with all of its terms and conditions.

The plans and specifications shall be considered and used together. Anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. The Engineer may furnish supplemental plans and specifications to define more clearly any requirement of the original documents; these shall be accepted by the Contractor as of the same force and effect as though they had been included among the listed drawings and in case of any conflict between the listed and the supplemental drawings, the latter shall govern. The Contractor shall not be entitled to extra payment because of his compliance with the requirements of such supplemental drawings unless they contain new requirements involving costs which clearly could not have been anticipated by an experienced contractor in his examination of the original listed drawings or could not reasonably be inferred there from the requirements of the contract.

All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein and by this reference are incorporated herein and made a part hereof.

2. Examination of the Contract Documents

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, special provisions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to his proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document, and the Owner will in no case be responsible for any loss or for unanticipated costs that may be suffered by the Contractor as a result of conditions pertaining to the work.

3. Examination of Site and Conditions

Before making a proposal, the bidder shall examine the site of the work and ascertain for himself all the physical conditions in relation thereto. Failure to take this precaution shall not release him from his obligation as implied by the proposal he submits nor excuse him from performing the work in strict accordance with the requirements of the contract documents.

No statement made by any officer, agent, or employee of the Owner pertaining to the site of the work or the conditions under which the work must be performed will be binding on the Owner.

4. Inclement Weather

The City of La Center is subject to inclement weather through the winter and spring months. Severe rain and wind storms may occur in addition to snow and ice. The Contractor should be aware of the potential for inclement weather and plan the project accordingly.

5. Addenda and Interpretations of Documents

No interpretation of meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing, addressed to City of La Center, and to be given consideration, shall be received at least five working days prior to date fixed for opening bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed, faxed or otherwise delivered to each prospective bidder. Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract documents. Where changes to plans, specifications or both or supplemental information of significant importance, additional bid time will be provided.

6. Preparation of Proposal

Bids must be submitted by filling in with ink (or typing), on the Form headed "Bid Proposal," each and every blank on each schedule for which the bidder has submitted a proposal. If the bidder is required to provide a special form appropriate to the nature of his bid, then such form shall be complete in all respects as required by the specifications if it is to merit consideration by the Owner.

All bid prices must be equal to the Bidders estimated cost to perform the work. Prices which are weighted and disproportionate to the actual cost, as may be compared to other Bidders and evaluation by the Engineer, may be considered non-responsive and their bid rejected. If the proposal is made by a partnership, it should contain the name of each partner and should be signed in the firm name, followed by the signature of partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the proposal should be signed with the name of the corporation and the state in which incorporated, followed by the written signature of the qualified officer and the designation of the office he holds in the corporation. The address of the person, firm or corporation in whose behalf the proposal is submitted shall be given. The bidder shall comply with all other specific requirements of the proposal form.

7. Alteration of Documents Prohibited

Except as may be provided otherwise herein, proposals which are incomplete, are conditioned in any way which the plans or specifications do not authorize, contain unverified erasures or

alterations, include items which are not named in the proposal form or which are unlawful, may be rejected as non-responsive.

8. Submission of Proposal

Each proposal shall be completely sealed in a package addressed as required by the Invitation to Bid, marked with the name of the bidder and the title of the project, and must be delivered to La Center City Hall, 210 E. 4th Street, at or before 3 P.M. on June 6th, 2023. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed to the City of La Center, 210 E. 4th Street, La Center, Washington 98629.

9. Modification of Proposal

Change in a proposal already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by the bidder and the specific modification itself is stated prior to the scheduled closing time for the receipt of proposals. To be effective, every modification must be made in writing over the signature of the bidder; no other form of procedure will be accepted.

10. Substitutions

Approval of materials to be used on the project and possible substitutions thereof shall not be addressed during the bidding process. Materials shall meet the specifications and the bids shall be based on specified items.

11. Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company authorized to issue bonds in Washington in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidders have executed the contract, or, if no award has been made within forty-five (45) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. The successful bidder, upon his failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within ten (10) calendar days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. Withdrawal of Proposal

A proposal may be withdrawn at any time prior to the scheduled closing time for filing bids. This may be done by the bidder in person or upon his telegraphic or written request. A telephone request for withdrawal of a proposal will not be recognized for this purpose. If withdrawal is made personal, a written acknowledgment thereof will be required. After the scheduled closing time for filing bids, no bidder will be permitted to withdraw his proposal unless no award of contract has been made prior to the expiration of forty-five (45) days

immediately following the time when bids are submitted. Bids received after the scheduled closing time will be returned to the bidder unopened.

13. Opening Bids

All bid proposals received prior to the scheduled closing time and which are not withdrawn as above provided, will be publicly opened and read aloud even though there may be irregularities or informalities therein, except that any form required as part of the proposal (see Bidder's Checklist below) which is not signed, said proposal will not be read and consequently, will be rejected without consideration.

14. Award of Contract

Within forty-five (45) calendar days after the opening of the proposals, the Owner will accept one or more of the proposals or reject one or more bids for good cause. Performance and Payment Bonds in the amount of one-hundred percent of the contract price, with a Corporate Surety approved by the Owner, will be required for the faithful performance of the contract. The bond forms contained in the contract documents must be utilized. In addition, all contractual forms contained in the Contract Documents will be required for the faithful performance of the contract.

15. Basis of Award

If the owner awards the contract, the award will be given to the lowest responsive, responsible, qualified Bidder submitting the lowest Bid Proposal acceptable to the Owner. The city reserves the right to select one or both of the alternatives in the bid proposal.

16. Rejection of Bids

The Owner reserves the right before or after opening to reject any or all bids or to waive any informality therein if it is believed that the best interest of the Owner will be served thereby.

17. Soils Investigations

The bidder is responsible for conducting his own subsurface investigations, if he deems it prudent or necessary.

18. Bidder's Risk

The submission of bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the service to be provided herein. The failure or neglect of a bidder to examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's bid or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, statutes, regulations, ordinances or resolutions.

19. Bidder's Checklist

Bidder shall complete the following forms and shall submit them with the Bid Proposal:

- Bid Instruction Pages Form
- Bid Proposal Form
- Non-Collusion Affidavit
- Bid Bond
- Bidder Qualifications

BID INSTRUCTION PAGES FORM

All contractors doing business within the City of La Center are required to have (or obtain) a City of La Center business license. For information, call (360) 263-2782.

Wage Law Intents and Affidavits

If awarded the project, the contractor and each subcontractor shall complete or have on file a current "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) before payment will be made for work performed. An "Affidavit of Wages Paid" (Form L&I Number F700-007-000) shall be required upon final acceptance of the public works project by the City. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at:

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

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages.

Authorized Official (Signature)

Date

Print Name of Authorized Official

Title of Authorized Official

Company Name

Telephone Number

Address

City, State, Zip

The bidder shall attest by signing this statement in accordance with chapter [5.50](#) RCW verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirements below:

Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW [49.48.082](#), any provision of chapter [49.46](#), 49.48, or [49.52](#) RCW.

Authorized Official (Signature)

Date

Print Name of Authorized Official

Title of Authorized Official

BID PROPOSAL FORM

TO: City of La Center
210 East 4th Street
La Center, Washington 98629

FROM: Bidder _____
Address _____

Telephone _____

The undersigned, as bidder, declares that we have examined all of the contract documents and that we will contract with the City of La Center to do everything necessary to complete the work as outlined on the plans and specifications for the 339th Street Chip Seal Project, PW 2023.

We acknowledge that addenda numbers _____ to _____ have been delivered to us and have been examined as part of the contract documents. We agree that the Bid Bond, and the Qualification of Bidder, shall form a part of this proposal.

Attached is a bid bond duly completed by a guaranty company authorized to carry on business in the State of Washington, in the amount of at least five percent (5%) of the total amount of our proposal, or alternatively, there is attached a certified or cashier's check payable to the City of La Center in the amount of at least five percent (5%) of the total amount of our proposal.

If our BID is accepted, we agree to sign the contract form and to furnish the contract bond and the required evidences of insurance within ten (10) calendar days after receiving written notice of the award of contract.

We further agree, if our BID is accepted and a contract for performance of work is entered into with the City of La Center, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time period stated in the contract. We understand that the City of La Center reserves the right to reject any or all bids and to determine which proposal is, in the judgment of the City of La Center, the lowest responsible bid, and which proposal, if any, should be accepted in the best interests of the City of La Center and that the City of La Center also reserves the right to waive any informalities in any proposal or bid.

We further state that we have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Bidder agrees that the work will be completed by September 30th, after the date when the notice to proceed is received from the City of La Center.

We propose to perform the work at the prices listed in the following bid schedule(s):

Notes:

- (1) See Special Provisions and the Standard Specifications for State sales tax requirements.
- (2) The City reserves the right to adjust the scope of this work to match available funds.
- (3) The City reserves the right to reject any or all bids.
- (4) The table below provides a list of items required to complete the project. It is the contractor's responsibility to complete the project scope to all required standards and specifications.
- (5) The low bid will be the lowest bid alternative that is in the owner's best interest.

The City will evaluate the base bid plus additive alternates added in numerical order in which they are listed in the alternates bid proposal below. The addition of the alternates shall result in a sum total within available funds. If the bid exceeds such amount, the City has the right to reject all bids or the alternates to meet funding for the project. An equal number of alternates shall be added to the base bid of each bidder within funds available for purposes of determining the lowest bidder.

BASE BID PROPOSAL:

| Item No. | Std. Spec | Description | Est. Quantity | Unit | Unit Price | Total Price |
|----------|-----------|---|---------------|------|------------|-------------|
| 1. | 1-09 | Mobilization | 1 | L.S. | | |
| 2. | 1-10 | Project Temporary Traffic Control | 1 | L.S. | | |
| 3. | 1-10 | Construction Signs Class A | 10 | EA | | |
| 4. | 9-03,4(2) | 3/8-inch #4 Chip Seal Rock | 11,900 | S.Y. | | |
| 5. | SPECIAL | PMCRS-2h Polymer Modified Cationic Rapid Set Emulsion | 11,900 | S.Y. | | |

ALTERNATE BID PROPOSAL 1

| | | | | | | |
|----|------|---|-------|------|--|--|
| 6. | 8-22 | Yellow centerline striping-Per Drawings | 4,300 | L.F. | | |
| 7. | 8-22 | 4" Wide Edge Striping-each side of road | 8,600 | L.F. | | |
| 8. | 8-22 | Crosswalk Striping | 80 | SF. | | |
| 9. | 8-22 | Centerline RPM (2YY) | 150 | EA | | |

ALTERNATE BID PROPOSAL 2

| | | | | | | |
|-----|--|--------------------------------|--------|------|--|--|
| 10. | | Fog seal entire pavement width | 11,900 | S.Y. | | |
|-----|--|--------------------------------|--------|------|--|--|

| |
|--------------------------------------|
| Base Bid \$ |
| Alternate Bid 1 with total \$ |
| Alternate Bid 2 with total \$ |
| Total \$ |

The base bid includes placing 3/8-inch #4 chip over the width of the pavement of Highland Road/339th Street, from approximately 300-feet north of 4th Street and 24th Avenue. The

alternate bid consists of placing striping the road and the second alternate is fog sealing the entire width of pavement.

BIDDER acknowledges receipt of the following ADDENDUM:

| <u>Addendum No.</u> | <u>Addendum Receipt Date</u> | <u>Signed Acknowledgment</u> |
|---------------------|------------------------------|------------------------------|
| <u>1</u> | _____ | _____ |
| <u>2</u> | _____ | _____ |
| <u>3</u> | _____ | _____ |

WASHINGTON STATE AND LOCAL SALES TAX. Sales Tax (8.5%) shall be included in the unit bid prices per the requirements of the Special Provisions.

BIDDER'S ADDRESS. Notice of Acceptance of this bid or requests for additional information should be addressed to the undersigned at the address stated below.

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

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

NOTES:

1. This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Public Works Director will be cause for considering the proposal irregular and subsequent rejection of the bid.

SIGNATURE

Date: _____
_____ Proper Name of Bidder

Contractor's License No.: _____

By: _____

Address

City

State

Zip

NON-COLLUSION AFFIDAVIT

STATE OF _____)

) SS. NON-COLLUSION AFFIDAVIT

COUNTY OF _____)

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

SIGN HERE _____
(Contractor)

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

Notary Public in and for the State of _____

Residing at _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and
_____ as Surety, are hereby held and firmly
bound unto _____ as Owner, in
the penal sum of: _____ for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors
and assigns.

SIGNED, this _____ day of _____, _____.

The condition of the above obligation is such that whereas the Principal has submitted to:
_____ a certain Bid attached hereto and hereby made a
part hereof to enter into a contract in writing, for the _____.

NOW, THEREFORE,

- a) If said Bid shall be rejected, or
- b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal **Title**

Surety

By: _____

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

BIDDER QUALIFICATIONS

Project: HIGHLAND ROAD/339TH STREET CHIP SEAL PROJECT, PW 2023-02

If the above contract is awarded to our company, the following persons will be authorized to sign change orders, progress payments and similar documents for the company: (names and positions)

The contractor's superintendent at the job site per Article 1-05.13 of the Standard Specifications will be (give full name): _____

The last three projects completed or substantially completed by our company involving similar construction work are as follows:

1. Project Name: _____

Dollar amount of Contract: \$ _____

Owner: _____

Owner's Representative: _____ Phone no.: _____

Contractor's Superintendent on this project: _____

Brief Description of Project Scope: _____

2. Project Name: _____

Dollar amount of Contract: \$ _____

Owner: _____

Owner's Representative: _____ Phone no.: _____

Contractor's Superintendent on this project: _____

Brief Description of Project Scope: _____

3. Project Name: _____

Dollar amount of Contract: \$ _____

Owner: _____

Owner's Representative: _____ Phone no.: _____

Contractor's Superintendent on this project: _____

Brief Description of Project Scope: _____

Title of Person completing this form _____

Signature _____ Date _____

Phone No. _____

PART II- CONTRACT FORMS

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, by and between the City of La Center, Washington, hereinafter called "Owner," and of ____, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor."

WITNESSETH: that for and in consideration of the payments and agreements hereafter mentioned:

The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

PROJECT DESCRIPTION: Project consists of chip sealing with 3/8-inch chip on Highland Road/339th Street on the entire pavement width. Alternate bid items include fog seal over the entire pavement width and striping.

The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will complete all work required by the Contract Documents by September 30th of the same date unless the period for completion is extended otherwise by the Contract Documents.

The Contractor agrees to perform all of the work described in the Contract Documents including and comply with the terms therein for the total price of \$ _____ and Dollars and cents (\$).

The term "Contract Documents" means and includes the following:

| | |
|-------------------------|---|
| Invitation to Bid | Notice to Proceed |
| Instructions to Bidders | Change Order |
| Bid Proposal Form | City of La Center Special Provisions |
| Non-Collusion Affidavit | Contract Bid Items |
| Bid Bond | Contract Drawings Prepared or Issued by the City of La Center |
| Agreement | Standard Plans |
| Payment Bond | Addendum: |
| Performance Bond | All items included within these Contract Documents. |
| Notice of Award | |

The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heir, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.

OWNER:

By: _____

(SEAL)

Typed Name: _____

Title: _____

ATTEST:

Typed Name: _____

Title: _____

CONTRACTOR:

By: _____

(SEAL)

Typed Name: _____

Title: _____

Address: _____

ATTEST:

Typed Name: _____

Title: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of La Center, State of Washington, on has awarded to _____, hereinafter designated as "Principal," a Contract for construction of the **HIGHLAND ROAD/339TH STREET CHIP SEAL PROJECT, PW 2023-02**, the terms and provisions of which contract are incorporated herein by reference, and;

WHEREAS, said Principal is required to furnish a bond in connection with this said Contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or any other work or labor done thereon of any kind, the Surety of this body will pay the same to extend hereinafter set forth;

NOW, THEREFORE, we the Principal and _____, as Surety, are held and firmly bound unto the City of La Center, State of Washington, in the penal sum of cents _____ (\$ _____), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, if the above bounden Principal or any of his subcontractor shall promptly make payment to all persons supplying labor and material or amounts due in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise, this obligation shall remain in full force and virtue; and if the bounden Principal or any of his subcontractors fails to promptly pay any of the persons or amounts due with respect to work or labor performed by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also in case suit brought upon this bond, a reasonable attorney's fee, be fixed by the court; and this bond shall insure to the

benefit of any persons so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The bond shall insure to the benefit of any all persons, companies and corporations entitle to file claims, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Attorney-in-Fact, Surety

Principal

Name and Address
Local Office of Agent

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

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of La Center, State of Washington, on _____, has awarded to _____, hereinafter designated as "Principal," a Contract for construction of the **HIGHLAND ROAD/339TH STREET CHIP SESAL PROJECT, PW 2023-02**, the terms and provisions of which contract are incorporated herein by reference, and;

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we the Principal and _____, as Surety, are held and firmly bound unto the City of La Center, State of Washington, in the penal sum of _____ (\$ _____), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation to the amount of _____ (\$ _____), shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and

replacements or totally protect the said from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of _____ (\$, .), shall remain in full force and virtue; otherwise the above obligation shall be void.

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

In the event the City of La Center or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified, we agree to pay to said, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2023, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Attorney-in-Fact, Surety

Principal

Name and Address
Local Office of Agent

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

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

CHANGE ORDER

Change Order No. 1

Date: _____

Agreement Date: _____

NAME OF PROJECT:

HIGHLAND ROAD/339TH STREET CHIP SEAL PROJECT, PW 2023-02

OWNER: City of La Center

CONTRACTOR: _____

The following changes are hereby made to the Contract:

Justification: _____

Original Contract Price was: \$ _____

Previously Approved Change Order(s): \$0.00

Contract Price prior to this Change Order: \$ _____

Contract Price for this Change Order will be (increased) (decreased) by: \$ _____

New Contract Price including this Change Order will be: \$ _____

The Contract Time will be (circle one) *increased/decreased (unchanged)* by (___) working days.

The date for substantial completion as of the date of this Change Order, therefore, is _____ (Date).

To be effective, this Order must be approved by the federal agency if it changes the scope or objective of the Project, or as may otherwise be required by the Special Provisions.

Requested by: _____

Recommended by: _____

Ordered by: _____

Accepted by: _____

Federal Agency Approval: _____
(when applicable)

PART III - CITY OF LA CENTER SPECIAL PROVISIONS

**CITY OF LA CENTER
SPECIAL PROVISIONS**

STANDARD SPECIFICATIONS

The Standard Specifications for this project shall be the "2022 Standard Specifications for Road, Bridge, and Municipal Construction as prepared by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association, and as amended under Amendments to the Standard Specifications.

All modifications made in these Special Provisions shall take precedence over the Standard Specifications and the Amendments to the Standard Specifications. The reference made herein shall only mean the inclusion of the specific technical section referenced, and shall include any amendments made, if applicable.

All number references in these Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications bearing like numbers.

It should be understood that all references to state officers in the Standard Specifications shall mean the corresponding City of La Center officers for the purpose of this contract. For example, all references to the Highway Commission shall mean the City of La Center Council and all references to the Director of Highway shall mean the City's Director of Public Works, etc.

A copy of the Standard Specifications is available for review at the office of the Engineer.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

Amend as follows:

Engineer. La Center City Engineer, or his designated representatives.

Owner. Council of the City of La Center as represented by it's authorized officers, employees, or agents.

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.2 Award of Contract

Add the following paragraph:

"The award of the contract shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the Agreement. Consideration shall be given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Any and all bids may be rejected when there are sound documented reasons for doing so. The Owner reserves the right to make these judgments. The Owner will award the contract within sixty (60) days after the Bid Opening.

The "lowest responsible Bidder" shall be determined from the Contract Unit Bid Prices and Bid Proposal if selected by the Owner."

1-04 SCOPE OF WORK

Add the following paragraph:

Project consists of chip sealing Highland Road/339th Street, and as one alternate installing fog seal on the entire pavement width and the second alternate is striping the chip sealed road.

1-05 CONTROL OF WORK

1-05.3 Plans and Working Drawings

Add the following paragraph:

"The City will furnish to the Contractor, free of charge, one (1) copy of the contract documents and 11" by 17" plan sheets. The Contractor shall keep one copy of the contract documents on the project, in good order, available to the Engineer and to his representatives. All plans, drawings, specifications, and copies thereof furnished by the Engineer are his property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to him on request at the completion of the work."

1-05.10(1) Guarantees

Add the following paragraph:

"The Contractor shall guarantee all work for a period of one year from and after the date of acceptance of the work by the Owner."

1-05.12 Final Acceptance

Add the following paragraphs:

"Prior to substantial completion, the City, with the approval of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contract other than claims in stated amounts as may be specifically excepted by the Contractor in writing prior to the request for final payment for all things done or furnished in connection with this work and for every act and neglect of the City and its agents and others relating to or arising out of this work. However, any payment, final or otherwise, or any acceptance, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds or diminishes the City's rights under the guaranty provisions."

1-06 CONTROL OF MATERIAL

1-06.2(1) Samples and Tests for Acceptance

Section 1-06.2(2) is supplemental as follows:

Material sampling for testing may be performed up to and including the point of incorporation of the respective material into the project. The contractor shall provide material testing to the Engineer for approval.

If material fails to meet specifications, and re-test is performed on material from the same source by a private laboratory, the re-testing shall be at the Contractor's expense.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.2 State Taxes

Add the following paragraph:

"The Contractor shall include Washington State Retail Sales Tax in the Unit Bid Prices and shall conform to the requirements of Section 1-07.2 of the "Standard Specifications."

1-07.5(3) State Department of Ecology

Sand and Gravel Source Compliance to the Clean Water Act

Each source/supplier of sand and gravel for this project will provide either a current Sand and Gravel permit number issued by the Washington State Department of Ecology, or a current Application for Coverage, also issued by the Department of Ecology prior to source approval.

1-07.9 Wages

Add the following paragraph:

"It shall be the Contractor's responsibility to determine current Labor and Industries

Wage Rates as necessary for the completion of the project."

1-07.17 Utilities and Similar Facilities

Add the following paragraphs:

"The Contractor shall call the Northwest Utilities Notification Center (One Call Center) at 1-800-424-5555 for field location, not less than two or more than ten working days before the scheduled date for commencement of excavation which may affect underground utility facilities. The Contractor shall under no circumstances expose any utility without first obtaining permission from the appropriate utility agency.

The Contractor shall be solely and directly responsible to the Owner and Owners of Utilities for any and all damage, disruption of service, or claims which may result from the construction operations. The Contractor shall make all necessary arrangements for protection of existing power and telephone lines in the vicinity of this Contract that interfere with construction.

Neither the Owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.

Restoration of utilities damaged by the Contractor, his agents or employees, shall be accomplished by the utility involved at the Contractor's expense."

1-07.17(2) Utility Construction, Removal or Relocation by Others

Add the following paragraphs:

The Contractor shall be responsible for coordinating with the utility company for conflicting utilities to facilitate work as described in these specifications and plans for conflicting utilities. The contractor shall coordinate with the schedule of the utility company as necessary to relocate existing facilities to coordinate construction.

The following are a list of contacts for the utility companies that have identified work on the plans. If any additional work is required by utility companies shown on the plans or not identified on the plans the contractor shall coordinate the schedule and work to be done by the companies.

Water:

Clark Public Utilities

Barry Lovingood

Vancouver, WA.

(360) 992-8020

blovingood@clarkpud.com

TDS Telephone
P.O. Box 218
La Center, WA. 98629
(360) 263-2194

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance
(May 10, 2006 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- C. If any insurance policy is written "on a claims" made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The insurance policies shall contain a "cross liability" provision.
- E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.
- F. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30 days prior written notice to the Contracting Agency of any cancellation in any insurance policy.

- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.
- I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- the City of La Center and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

1-07.18(3) Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

1-07.18(4) Evidence of Insurance

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

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

separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.

3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations – for a period of one year following final acceptance of the work.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap / Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)
- Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

- \$1,000,000 Each Accident
- \$1,000,000 Disease - Policy Limit
- \$1,000,000 Disease - Each Employee

1-07.18(5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

- \$1,000,000 combined single limit

1-07.18(5) C Workers' Compensation

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

1-07.23 Traffic Control

Add the following paragraphs:

"It shall be the Contractor's responsibility to propose traffic control in accordance with Section 1-07.23 of the Standard Specifications. As a minimum, WSDOT Traffic Control Plan shall be used on this project.

Within five days from notice to proceed, and prior to the start of any construction, the Contractor shall submit a written traffic control plan to the City. The traffic control plan shall be in strict conformance with the latest edition of the "Manual for Uniform Traffic Control Devices" and shall be subject to approval by the Engineer and the City of La Center. The Contractor shall schedule two working days for the Engineer's approval of the traffic control plan. No work shall be completed on this project until the Engineer has provided written approval of the Contractor's traffic control plan. Time extensions will not be approved for any delays in the project as a result of the Contractor's failure to provide a written traffic control plan in strict conformance with these specifications.

The proper signing and warning devices shall be in place to protect bicycle and pedestrian traffic at all times. It shall be the contractor's responsibility to monitor and maintain the TCD's as necessary.

1-08 PROSECUTION AND PROGRESS

1-08.5 Time For Completion

Add the following paragraph:

"The project shall be completed in its entirety by September 30th 2023, after the date of the Notice to Proceed."

The last two sentences in the first paragraph are revised to read:

When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25th and January 1 will be classified as nonworking days.

Work will not be done during "Our Days Festival" between August 21st to 23rd (Date will need to be verified).

The work will be done adjacent to the La Center High School. The contractor shall schedule work so that it does not impact school bus and traffic during the beginning and end of school days.

1-08.7 Maintenance During Suspension

The Contractor shall maintain the erosion and sediment control even if the Contracting Agency is performing the routine maintenance work on the other items.

Pre-Construction Conference

The Engineer will schedule a pre-construction conference after notice of execution and prior to the Contractor beginning the work. The Contractor and all major subcontractors shall attend. The purpose of the preconstruction conference will be:

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

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2(1) Traffic Control Management

1-10.1 General

Section 1-10.1 is supplemented with the following:

Property Owner Notification

No less than ten (10) days prior to the beginning of work in each section, the Contractor shall distribute flyers that notify all property owners and businesses adjacent to or affected by the project of the impending work. The Engineer shall approve the flyers before distribution. No new work will begin, nor will new sections be available to the Contractor, until the notification period has elapsed.

Notifications

Notifications will be done by the city to all affected agencies and services including but not limited to the U.S. Postal Service, garbage services, recycling services, affected school districts, Police Department, Clark County Fire and Rescue.

Notification shall be given to fronting properties approximately fourty-eight hours (48 hrs.) prior to beginning work.

If the work is not done as planned, fronting properties shall be informed by the Contractor that normal use of the street is allowed until further notice.

Instruction to drivers to exercise care when driving (the first few days) on newly applied Chip Seal coat when it is still "tender", etc.

The Contractor will be required to provide ingress and egress to driveways and side streets at all times, except for short-term closures as required by the work.

The Contractor shall not deviate from the above requirements unless he has requested the deviation in writing and the Engineer has provided written approval.

1-10.2(2) Traffic Control Plans

Add the following paragraphs:

"It shall be the Contractor's responsibility to propose traffic control in accordance with Section 1-07.23 of the Standard Specifications. The contractor will submit a proposed method of traffic control for the project and must be approved by the City Engineer.

The traffic control plan shall be in strict conformance with the latest edition of the "Manual for Uniform Traffic Control Devices" and WSDOT standard plans, and shall be subject to approval by the Engineer and the City of La Center. No work shall be completed on this project until the Engineer has provided written approval of the Contractor's traffic control method. Time extensions will not be approved for any delays in the project as a result of the Contractor's failure to provide a written traffic control plan in strict conformance with these specifications.

The proper signing and warning devices shall be in place to protect bicycle and pedestrian traffic at all times. It shall be the contractor's responsibility to monitor and maintain the TCD's as necessary.

Section 1-10.4(2) shall be amended as follows:

Construction Signs, Class A will be measured by each for each sign and will be paid as each.

1-10.5 Payment

Add the following:

All costs associated with maintaining pedestrian access control and protection shall be included in the lump sum price for "Project Temporary Traffic Control".

2-01 ROADSIDE CLEANUP

2-01.4 Measurement

“Roadside Cleanup” roadway from rock debris, roadway and approaches to original condition that are adjacent to, impacted by, or on which work has occurred.

Add the following note:

The initial sweeping, prior to the chip seal work, will be done by the City of La Center. RPMs will also be removed by the city.

2-07 WATERING

Add the following:

The Contractor shall obtain water at his expenses, in a legal manner. The Contractor may not obtain water from natural sources without permission from local authorities that have jurisdiction.

5-02 BITUMINOUS SURFACE TREATMENT

5-02.1 Description

5-02.1(3) Fog Seal

Fog seal shall be applied to the entire width of the pavement. The fog seal shall be CQS-1HD diluted and applied at an application of 0.12 to 0.15 gallons per square yard.

The fog seal shall be paid per square yard of pavement sealed.

5-02.1(4) Slurry Seals

Not used

5-02.1(6) Chip Seal

Work shall consist of applying chip seal to sections as shown in the Project List. The limits of chip seal (as listed on the Project List) will be marked in the field by the Engineer.

The chip seal shall be composed of a single application, using PMCRS-2h (Polymer Modified Cationic Rapid Set Emulsion, asphaltic emulsion covered with aggregate. The minimum application rate of the emulsion and the spread rate of chips shall be as designated below. The materials specification of the emulsion and chip shall be as designated below.

5-2.2 Materials

Section 5-02.2 is supplemented with the following:

Chip Seals

Emulsified Asphalt: The emulsified asphalt for chip seals shall be a homogenously blended PMCRS-2h asphalt emulsion.

General requirements:

This specification has been designed to yield a set of distinguishing characteristics of a polymer modified cationic rapid set emulsion for use in chip seal projects where engineered design and early return to traffic is desired. The emulsion must be homogenous before shipment.

ASPHALT EMULSION SEAL COAT

Asphalt emulsion seal coat consist of applying asphaltic emulsion and screenings on the pavement where shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

Asphalt emulsion seal coat consists of the following:

1. Polymer modified cationic rapid set emulsion (PMCRS-2h)

MATERIALS

The asphalt emulsion applied for seal coat shall be PMCRS-2h.

The specified emulsion for chip seal shall conform to the following applicable requirements:

Asphalt Emulsion

PMCRS-2h emulsion shall conform to the following

requirements when tested in conformance with the following methods:

| Tests on Emulsion | Tests | Min | Max |
|--------------------------|--------------|------------|------------|
| Viscosity @ 20 C | AASHTO T59 | 100 | 400 |
| Settlement 5 days, max | ASTM D 244 | 5 percent | 1 |
| Demulsibility % | AASHTO T59 | 40 percent | |
| Particle Charge Test | | Positive | |
| Sieve Test % | AASHTO T 59 | | 0.3 % |

| Tests on Residue from Distillation | Tests | Min | Max |
|---|--------------|------------|------------|
| Oil distillate % by volume of emulsion | | 65 | |
| Penetration @ 77F | AASHTO T49 | 40 | 90 |
| Solubility by Trichlorethylene % | | 97.5 | |
| Torsional Recovery % | | 18 | |

(1) Test requirements for settlement may be waived when the emulsion asphalt is used in less than 5 days, or the purchaser may require that the settlement test run from the time the sample is received until it is used, if elapsed time is less than 5 days.

(2) The 24 hour (1 day) storage stability test may be used instead of the 5 day settlement test.

(3) Must be pH requirement of 6.7 maximum (AASHTO T200 pH 200 pH of Aqueous Solutions with Glass Electrode) if the Particle charge test result is inconclusive.

Aggregate (cover material, screenings, chips, coatings, etc.)

Testing for elongated pieces, wood, roots and vegetable or other organic extraneous matter along with (CV) and gradation shall be performed at the minimum rate of one per day. The contractor or supplier is encouraged to test more frequently as needed for quality control. Testing for ASTM C131 and ASTM C88 shall be done every at the start of production and every 5000 tons thereafter. Test results will be provided to the Engineer by before work begins.

The crushed aggregate shall not contain more that 8% by weight of flat or elongated pieces and shall be free from wood, roots and vegetable or other organic extraneous matter.

As determined by ASTM C131, the fine aggregate shall not show wear of more than 7 percent at 100 revolutions, not more than 30 percent at 500 revolutions and coarse aggregate of not more than 50% for base course and 40% for surface course.

As determined by ASTM C88, the aggregate shall show no evidence of disintegration or a total loss greater than 12% when subjected to 5 cycles of the sodium sulfate accelerated soundness test.

Aggregate shall be uniform-sized, open-graded conforming to the following requirements: 3'8" to No. 4 gradation, Per WSDOT section 9-03.4(2)

| Sieve Size | Percent Passing |
|-----------------------------|-----------------|
| 1/2" | 99-100 |
| 3/8" | 70 – 90 |
| #4 | 0 – 5 |
| #200 | 0 – 1.5 |
| % fracture, by weight, min. | 90 |

Documentation, Certification, Approval Process and Testing: The vendor shall make available a Products Specification sheet representing any asphalt used in this project.

The testing laboratory will be approved by the Engineer.

As a minimum, the mix design report shall include the following information:

Aggregates:

Results of Quality tests (Los Angeles Wear, Cleanness, Crushed Faces, etc.)

Gradation

5-02.3 Construction Requirements

Section 5-02.3 is supplemented with the following:

5-02.3(1) Equipment

Section 5-02.3(1) is supplemented with the following:

General: All equipment and associated tools used in the placement of chip seals shall be maintained in satisfactory working condition at all times. Descriptive information on the emulsion mixing and both distributor and aggregate spreading equipment to be used shall be submitted by the Contractor to the Engineer not more than two days following award of the contract.

Approval of the equipment will be based on its reliability and capability for completing the work satisfactorily without undue delay.

Aggregate Spreader: Application of the aggregate shall be as per WSDOT specifications 5-02.3 (5).

(*****)

Surface Preparation: The city will do the initial pre-sweeping prior to placement of the chip seal. The contractor is responsible to sweep the excess chip following the chip seal as necessary to complete the project and allow for striping.

The Contractor shall, as a part of placement of the chip seal upon the roadway, protect and cover catch basins, inlets, manhole lids, utility valve boxes, and survey monument boxes. All of the items shall be free of oil and rock and available for easy access. The method of protection shall be approved by the Engineer prior to installation. The protective coverings shall be removed within 24 hours after the final surface treatment has cured. All costs incurred by the Contractor necessary for protective measures shall be included in the unit Contract prices for the various Bid items of Work involved.

If the seal is to be placed over a new asphalt patch, a Pre-Coat seal of PMCRS-2h emulsion. The Pre-coat shall be applied with an asphalt distributor with the normal application rate being from 0.20 gallons per square yard of diluted emulsion. The existing pavement surface shall be dry prior to application. The Engineer shall give final approval to the rate of application.

A fog seal may be placed following the chip seal as approved by alternate bid. The application rate shall be as described in these specifications.

The agencies or their designee will perform all deep patching, leveling and adjustment of utilities in advance of the chip seal operation.

5-02.3(3) Application of Asphalt Emulsion and Aggregate

Section 5-02.3(3) is supplemented with the following:

(*****)

All of the construction equipment such as distributor, aggregate spreader, haul trucks loaded with aggregate, rollers and brooms shall be in position and ready to commence before placement operations application begins. The seal coat train shall have some form of communication (radio for example) between distributor, aggregate spreader, rollers, sweepers, and ground personnel at all times during active operations.

Distributor bar height, distribution speed and shielding materials shall be utilized to reduce the effects of wind upon spray distribution. Asphalt shall be prevented from spraying upon adjacent pavements, that portion of the traveled way being used by traffic, structures, railings and barriers, markers, trees and shrubbery that are not to be removed, adjacent property and improvements, and other highway improvements or facilities not mentioned herein.

When joining edges against areas with aggregate or existing street surfaces not to be covered, the joint shall be swept clean of excess aggregate prior to the adjacent application of asphalt. All transverse joints shall be constructed by placing building paper across and over the end of the previous binder/ seal application a minimum of three (3) feet. Distributors will not be allowed to begin spraying on non-papered surfaces. Once the application has progressed beyond the paper, the paper shall be removed immediately and disposed of appropriately.

The longitudinal joint between adjacent applications of aggregate shall coincide with the line between designated traffic lanes. All longitudinal joints shall be overlapped for complete coverage. The overlap shall not exceed four inches.

At longitudinal joints with aggregate, the edge shall be broomed back and blended to eliminate any difference in elevation. They shall be free from ridges and depressions and have a uniform appearance consistent with the adjacent sealed surface. All defects shall be corrected at the contractor's expense.

Asphalt shall not be applied until sufficient aggregate is on hand to immediately cover. Asphalt shall be applied to only one designated traffic lane at a time and the entire width of the lane shall be covered in one operation. The contractor shall prevent any vehicle, including construction equipment, from driving on the asphalt prior to the application of aggregate.

The application of asphalt to areas not accessible with the distributor bar on the distributor truck shall be accomplished by using pressurized hand wands.

Aggregate shall be spread by means of a self-propelled aggregate spreader, equipped to spread the aggregate at a uniform rate over the full width of a traffic lane in one application.

Operating the aggregate spreader at speeds that cause the aggregates to roll over after striking the bituminous covered surface will not be permitted.

Application Rates: The Contractor shall apply PMCRS-2h emulsion and 3/8" #4 rock as described below.

The following graphs can be used as a beginning point for selecting the proper application rate of aggregate:

Chip seals application rates:

PMCRS-2h Emulsified Asphalt chip seal application rates:

| <i>Size of Aggregate</i> | <i>Quantity of PMCRS-2h Emulsified</i> | <i>Quantity of Aggregate</i> |
|--------------------------|--|------------------------------|
| 3/8 in #4 | 0.45 to 0.50 gal/sy | 22 to 28 lbs/sy |

In addition to the fore mentioned factors for modifying application rate for optimum results, the Contractor shall also make field adjustments based on:

- Existing pavement surface condition (i.e., aged, oxidized and open-textured surfaces will absorb more binder than newer tighter surfaces) requires an adjustment to application rates.
- Placement environment such as shaded areas, on an uphill slope, on a downhill slope, etc.
- Size of aggregate: to achieve proper embedment

Correction for Surface Condition

(McLeod Method –Visual assessment of existing pavement surfaces)

| <i>Pavement Texture</i> | <i>gal/yd2</i> |
|-----------------------------|----------------|
| Black, flushed asphalt | -0.01 to -0.06 |
| Smooth, non-porous | 0.00 |
| Absorbent | |
| • Slightly porous, oxidized | +0.03 |
| • Slightly pocked, porous, | +0.06 |
| • Badly pocked, porous, | +0.09 |

Applying Asphaltic emulsion: Asphaltic emulsion shall be applied at a temperature between as recommended by the manufacturer of the emulsion.

Aggregate for asphaltic emulsion chip seal shall be spread immediately following the application of the asphaltic emulsion and prior to "breaking" of the asphaltic emulsion occurs.

Stockpiling of aggregate prior to placing on asphaltic emulsion will be permitted. Any contamination or segregation due to stockpiling activities will be cause for rejection.

Aggregate used on asphaltic emulsion shall be surface damp at the time of application, but excess water on the aggregate surface will not be permitted. Work will be stopped if dust is coming off of aggregate whether in the truck or in a stockpile. Aggregate shall be re-dampened in the vehicles prior to delivery to the spreader when directed by the Engineer.

Rolling: Prompt rolling is critical to achieve adequate aggregate embedment. It is important that the aggregate is rolled before the binder becomes cold or too viscous to achieve proper embedment. Therefore, initial rolling shall consist of one complete coverage and shall begin immediately behind the spreader.

The application of the aggregates shall be per section 5-02.3(5) Application of Aggregates of the WSDOT Standard Specifications.

Polymer Modified Cationic Road Setting Emulsion Chip Seal – Initial sweeping shall commence final rolling of the aggregate as necessary to properly allow the aggregate to adhere to the binder. Final sweeping shall be done and all loose aggregate shall be removed without dislodging the aggregate set in the emulsion prior to acceptance.

Seal coat surfaces shall be maintained; including the traffic control required for maintenance operations, to remove excess rock.

The surface of the seal coat shall be broomed as often as necessary following placement to maintain the surface free of loose aggregate., Any excess aggregate shall be removed from paved and adjacent areas (e.g., sidewalks, etc.). Brooming of seal coat surfaces shall be performed in such a manner that the aggregate set in the asphaltic material will not be displaced.

5-02.3(10) Unfavorable Weather

Section 5-02.3(10) is supplemented with the following:

(*****)

Weather Limitations: The contractor shall comply with section 5-02.3(10) Unfavorable Conditions per WSDOT Standard Specifications.

5-02.3(11) Temporary Pavement Marking

Section 8-22.1 is supplemented with the following:

Add the following note:

The contractor shall place temporary pavement markings that will last until permanent striping can be completed. There is an alternate bid for permanent striping. If this alternate bid is not included in this project, the city will place striping and RPMs.

5-02.5 Payment

Section 5-02.5 is supplemented with the following:

Payment for the temporary striping shall be included in the unit bid price of chip seal work.

Section 5-02.3 is supplemented with the following:

5-02.4 Measurement

Section 5-02.4 is supplemented with the following:

(*****)

Bituminous surface 3/8" chip and PMCRS-2h emulsion will be measured by the square yard of street surface covered complete and in place for each quantity per these specifications and WSDOT Standard Specifications.

The amounts shown on the attached Project List are approximations. The Contractor shall be responsible for the measurement of the areas covered. In the event that there is a discrepancy between the amounts shown in the contract and the actual amount measured, the burden of proof shall fall to the contractor.

5-02.5 Payment

Section 5-02.5 is supplemented with the following:

(*****)

3/8" #4 Chip Rock, per square yard
PMCRS-2h emulsion, per square yard

The unit contract price per square yard shall be full pay for all costs of material, labor, tools, and equipment necessary for the application of bituminous surface treatment/chip seal, as specified. Preparation of existing surfaces, property owner notification, removal of traffic buttons, removal of pavement markings, temporary pavement markings, sweeping\brooming as necessary, and temporary pollution and erosion control shall be included in these items.

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Erosion Control and Water Pollution Control

Section 8-01.1 is supplemented with the following:

Best Management Practice (BMP) means physical, structural, and managerial practices that when used singly or in combination prevent or reduce erosion.

8-01.3 Construction Requirements

Section 8-01.3 is supplemented with the following:

Erosion Control

It is the Contractor's responsibility to maintain and monitor all erosion control BMP's and contain and correct any hazardous spills. If the Engineer notes a spill or a BMP that is failing and informs the Contractor of the failure, the Contractor shall correct the problem within 24 hours.

8-22 Pavement Marking

Section 8-22.1 is supplemented with the following:

Add the following note:

The city shall remove the existing RPMs prior to the contractor beginning the chip seal.

Payment:

Striping shall be paid by lineal foot.

Crosswalk striping will be paid per square foot of crosswalk bars. The striping shall be thermoplastic.

Placement of RPMs will be paid for each number of units placed.

(*****)

8-22.3 Construction Requirements

Section 8-22.3 is supplemented with the following:

(*****)

Striping shall be installed no sooner than seven (7) and no later than fourteen (14) calendar days after micro-surfacing has been placed, unless approved by the Engineer, to minimize paint draw down into the new surface.

The layout of markings shall be done by the Contractor and reviewed and approved by the Engineer prior to placement.

There is an alternate bid for the striping. If the bid for striping is within the city's budget for the project, the bid may be accepted and the work would need to be done by the contractor. If the bid for striping is not accepted, the city may do the striping. The contractor will be required to do temporary striping as part of this contract if the alternate bid for striping is accepted.

8-22.5 Payment

Section 8-22.5 is supplemented with the following:

(*****)

Removal of all wide lines will be included chip seal cost complete and in-place.

TEMPORARY PAVEMENT MARKINGS

8-23.2 Materials

Section 8-23.2 is supplemented with the following:

(*****)

Temporary flexible raised pavement markers shall be used for temporary lane markings placed per the Manual on Uniform Traffic Control Devices (MUTCD) and as directed by the Engineer. Temporary marking tape will not be allowed for temporary pavement markings.

8-23.5 Payment

Section 8-23.5 is supplemented with the following:

(*****)

All costs for the temporary pavement markings shall be considered incidental to and included in the associated bid prices of the Contract.

PART IV- CONTRACT DRAWINGS

Sheet No.

Plans

- C1 Map
- C2 Highland Road/339th Street Chip Seal Map 2023
- C3 Striping Plan
- C4 WSDOT Traffic Control Plan