



**PUBLIC WORKS DEPARTMENT**

**BID SPECIFICATIONS**

**AND**

**CONTRACT DOCUMENTS**

**FOR**

**2025 Pavement Preservation  
Project**

**CITY PROJECT NUMBER:  
310-35-542-30-400**

**August 2025**

**CITY OF LA CENTER, WASHINGTON**

**PUBLIC WORKS DEPARTMENT**

**Specifications and Contract Documents**

**2025 Pavement Preservation  
Chip Seal**

**in and for the**

**City of La Center  
a Municipal Corporation**

**Consisting of**

**CALL FOR BIDS**

**BIDDING DOCUMENTS**

**CONTRACT DOCUMENTS**

**AMENDMENTS TO THE STANDARD SPECIFICATIONS**

**SPECIAL PROVISIONS**

**STATE MINIMUM HOURLY PREVAILING WAGE RATES**

**APPENDIX I: CHIP & FOG SEAL SEGMENTS MAP**

**APPENDIX II: CHIP & FOG SEAL QUANTITY SCHEDULE**

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**City Project No. 310-35-542-30-400**

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## **CALL FOR BIDS**

### **CITY OF LA CENTER PUBLIC WORKS DEPARTMENT CITY PROJECT NO. 310-35-542-30-400 2025 Pavement Preservation Pavement Preservation Project**

Sealed bids will be received by the City of La Center, Public Works Department, 210 East 4<sup>th</sup> Street, La Center, Washington, until 10:00 a.m. on Wednesday, September 10, 2025. Bids will be tallied, and the apparent low bidder will be posted to our website by Thursday, September 11, 2025, for the construction of the improvement. Eligible Contractors shall be listed with MSRC Rosters on the Small Works Roster as of August 1, 2025, under main category "Roadway Construction, Repair, and Maintenance" subcategory "Chip Seal and Bituminous Paving". Bid Specifications will be emailed to eligible Contractors.

All Bid Proposals shall be accompanied by a Bid Proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such Bid Proposal. Should the successful Bidder fail to enter such contract and furnish satisfactory performance bond within the time stated in the most current updated version of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction (standard specifications), the Bid Proposal deposit shall be forfeited to the City of La Center.

The improvement for which bids will be received is as follows:

Bid opening on September 10, 2025, at 10:00 a.m. at the La Center City Hall located at 210 East 4<sup>th</sup> Street, La Center, Washington 98629. Sealed bids in envelopes marked with the Bidder's name, Project Title and Project number will be received by City of La Center Administrative Services, 210 East 4<sup>th</sup> Street, La Center, Washington 98629, until 10:00 a.m.

#### **Statement of Work:**

City of La Center is soliciting bids for chip seal using ¼" to No.10 WSDOT spec rock with a secondary ONYX mastic/fog seal surface treatment. Work location is as reflected in Exhibit "A" inclusive of approximately 6,545 Square Yards of chip seal and mastic seal, traffic control, street sweeping, and roadway striping, and other related items.

**For questions, please contact Tracy Coleman 360-263-5189  
or [tcoleman@ci.lacenter.wa.us](mailto:tcoleman@ci.lacenter.wa.us) at the city of La Center.**

**The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County, effective August 20, 2025.**

#### **American Made:**

In an effort to maximize the creation of American jobs and restoring economic growth, the City of La Center encourages the use of products and services that are made in the United States of America whenever and wherever possible.

#### **Disadvantaged Businesses:**

The City of La Center encourages the solicitation and recruitment, to the extent possible, of certified minority-owned (MBE), women-owned (WBE), emerging small (ESB) businesses, and other disadvantaged companies in the construction of this project.

**Civil Rights Act:**

The City of La Center is an Equal Employment Opportunity employer.

The City of La Center, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency in consideration for an award.

The Contractor will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, marital status, race, creed, color, national origin, disability, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 (42 USC Section 5309); Civil Rights Act of 1964, Title VII (42 USC Section 2000e); Civil Rights Act of 1968, Title VIII (Fair Housing Act) (42 USC Sections 3601 - 3639); Executive Order 11063 (Equal Opportunity in Housing); Executive Order 11246, as amended (Equal Employment Opportunity); Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); and Section 3 of the Housing and Urban Development Act of 1968, and 24 CFR 570.601.

The Contractor will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, sexual orientation, national origin, disability, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Architectural Barriers Act of 1968; Americans with Disabilities Act; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

This document and all associated public records will be released where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the City to respond to a request under the Act, as determined by the City, the Contractor agrees to make them promptly available to the City. If the Contractor considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a request under the Act to inspect or copy the information so identified by the Contractor and the City determines that release of the information is required by the Act or otherwise appropriate, the City's sole obligation shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified.

The City of La Center expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsive, responsible bidder as it best serves the interests of the City.

**PART ONE**  
**BIDDING DOCUMENTS**

**BIDDER'S INFORMATION PAGE**

**CITY PROJECT NO. 310-35-542-30-400**

**2025 Pavement Preservation  
Pavement Preservation Project**

Proposal Submitted By:

---

CONTRACTOR

---

NAME OF AUTHORIZED COMPANY REPRESENTATIVE (Type or Print)

---

CONTRACTOR MAILING ADDRESS

EMAIL

---

CITY

STATE

ZIP CODE

PHONE NO.

---

WASHINGTON STATE CONTRACTORS LICENSE #

EXPIRATION

BID OPENING: **September 2, 2025, at 10:00 a.m.**

City of La Center City Hall

616 NE 4th Avenue

La Center, Washington 98629

Contacts:

**City of La Center**

**Tracy Coleman**

**Phone: (360) 263-5189**

**E-mail: [tcoleman@ci.lacenter.wa.us](mailto:tcoleman@ci.lacenter.wa.us)**

## PROPOSAL

To the Public Works Department  
La Center, WA

The undersigned hereby certifies that he has examined the location of

**2025 Pavement Preservation  
Pavement Preservation Project  
Project No. 310-35-542-30-400**

and that the Plans, Specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said Plans, Specifications and contract, and the following schedule of rates and prices:

(Note: Unit prices for all items, all extensions, and total amount of bid should be shown. All entries must be typed or entered in ink.)

Item No.	Qty.	Unit	Description	Unit Price	Total	Spec. *
1		LS	Minor Changes (minimum bid \$5,000)	\$5,000	\$5,000	1-04
2		LS	Mobilization			1-09
3		LS	Project Temporary Traffic Control			1-10
4		EA	Portable Changeable Message Sign			1-10 S
5		SY	Chip Seal			5-02 S
6		SY	Fog/Mastic Seal (Onyx or approved equal)			5-02 S
7		LF	Paint line (4" white edge line)			8-22 S
8		LF	Paint line (4" yellow centerline)			8-22 S

\* "S" Denotes Special Provision to WSDOT Standard Specifications

Subtotal	\$
Sales Tax (8.6%)	N/A
Contract Total (Basis of Award)	\$

---

**Signature of Owner or Authorized Corporate Officer**  
*(This is required for a valid bid)*



**By signing the Bid Proposal, the bidder hereby declares, under penalty of perjury under the laws of the United States that the Non-Collusion Declaration and Notice to All Bidders statements, as provided in these Bid Specifications and Contract Documents, are true and correct.**

**The City of La Center reserves the right to reject any or all proposals if found to be higher than the estimated cost and to waive any formality or technicality in any proposal in the interest of the City. The City of La Center also reserves the right to delete any or all portions of individual bid items.**

**MANDATORY BIDDER RESPONSIBILITY CRITERIA INFORMATION:**

Per RCW 39.04.350 Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must provide the following:

---

**CONTRACTOR**

**NAME OF OWNER OR CORPORATE OFFICER**

---

**SIGNATURE OF OWNER OR CORPORATE OFFICER**

**DATE**

---

DEPARTMENT OF LICENSING CONTRACTOR LICENSE REGISTRATION NUMBER

---

WA STATE UNIFIED BUSINESS IDENTIFIER NO. (UBI) / WA STATE TAX REGISTRATION NO.

---

LABOR AND INDUSTRIES WORKER COMPENSATION NUMBER

---

EMPLOYMENT SECURITY DEPARTMENT NUMBER (UNEMPLOYMENT NUMBER)

---

EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)

Beginning July 1, 2019, prior to bidding, contractors and subcontractors must have received training from the WA State Department of Labor & Industries (L&I) relating to the requirements associated with public works and prevailing wage. Contractors who have completed three or more public works projects and have held a valid Washington business license for three or more years are exempt. Contractors must be listed on the L&I Exempt List prior to bidding.

BIDDER IS IN COMPLIANCE: ☐ YES ☐ NO

By signing this page, the bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, 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 the 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.

**NOTE TO BIDDER:** Complete and sign this page and submit it with your bid. Incomplete bid packages will be considered non-responsive and may be rejected. Mandatory Bidder Responsibility Criteria information will be verified immediately for compliance to ensure that all accounts are current. Non-compliance with any of the above agency requirements may be considered grounds for a non-responsive bid.

**Verification of Subcontractor Responsibility Criteria**

**This form provided for the Prime Contractor’s use for all Subcontractors.**

Per RCW 39.06.020, the Prime Contractor must verify bidder criteria for each first tier subcontractor. Lower-tiered subcontractors must also verify bidder criteria for their subcontractors. Licensing information to verify is the same as listed above under Mandatory Bidder’s Criteria. As a courtesy, a blank Subcontractor Mandatory Bidder Responsibility form has been included in these specifications.

**SUBCONTRACTOR**  
**MANDATORY BIDDER RESPONSIBILTY CRITERIA**

---

<b>PROJECT NAME</b>	<b>PROJECT NUMBER</b>
---------------------	-----------------------

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**GENERAL CONTRACTOR**

*Prior to subcontracting any work, the Contractor shall verify that every Subcontractor, first tier and lower, meets the responsibility criteria stated below at the time of subcontract execution. Contractor is to verify that there are not any of the proposed Subcontractors on the 'Debarred Contractors' List.*

---

<b>SUBCONTRACTOR NAME &amp; SIGNATURE OF OWNER OR CORPORATE OFFICER</b>
<b>DATE</b>

---

<b>SUBCONTRACTOR MAILING ADDRESS</b>	<b>PHONE NUMBER</b>
--------------------------------------	---------------------

---

**WA DEPARTMENT OF LICENSING CONTRACTOR LICENSE REGISTRATION NUMBER**

---

**UNIFIED BUSINESS IDENTIFIER NUMBER (UBI) / WA STATE TAX REGISTRATION NUMBER**

---

**WA STATE LABOR AND INDUSTRIES WORKER COMPENSATION NUMBER**

---

**WA STATE EMPLOYMENT SECURITY DEPT. NUMBER (UNEMPLOYMENT NUMBER)**

---

**EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)**

---

**ELECTRICAL CONTRACTOR LICENSE NUMBER (if applicable)**

## **BIDDER'S CHECK LIST**

The bidder's attention is especially called to the following forms, which must be executed in full as required and submitted at the bid opening:

**A. PROPOSAL**

Unit prices for all items, all extensions, and total amount of bid must be shown, except those items designated in the estimate of quantities to be paid for as lump sum. Any item shown on the Plans that does not have a bid item shall be considered incidental to the project and the costs thereof shall be included in other bid items of the project. Pay special attention to the Non-Collusion Declaration before signing the proposal. An unsigned bid may be considered a non-responsive bid.

**B. BID BOND**

Proposals must be accompanied by cash, a certified check, a cashier's check drawn on a bank of good standing, or a bid bond issued by a surety company authorized to issue such bonds in the State of Washington, in an amount of not less than five percent (5%) of the total amount of the bid submitted. The full amount will be returned within five (5) days after the contract has been executed.

**C. DID YOU COMPLETE AND SUBMIT THE BIDDER'S INFORMATION PAGE?**

**D. DID YOU SIGN AND SUBMIT YOUR BID PROPOSAL?**

**E. DID YOU COMPLETE AND SUBMIT THE MANDATORY BIDDER RESPONSIBILITY CRITERIA INFORMATION FORM?**

**F. DID YOU COMPLETE AND SUBMIT THE BID BOND ACKNOWLEDGEMENT FORM?**

**G. IF APPLICABLE, DID YOU ACKNOWLEDGE RECEIPT OF ADDENDUMS?**

**H. DID YOU READ THE 'NON-COLLUSION DECLARATION' AND 'NOTICE TO ALL BIDDERS' STATEMENTS?**

The following forms are to be executed and submitted to the contracting agency by the successful bidder after the contract is awarded:

**A. CONTRACT**

This agreement is to be executed by the successful bidder.

**B. CONTRACT BOND**

This form is to be executed by the successful bidder and his surety company.

**C. DECLARATION OF OPTION FOR INVESTMENT OF RETAINED PERCENTAGE**

This agreement is to be executed by the successful bidder.

**D. WAGE LAW INTENT AND AFFIDAVIT**

This shall be completed in accordance with State Law.

**E. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

This is to be executed by the successful bidder.

**G. SUBMITTAL OF WEEKLY CERTIFIED PAYROLL REPORTS FOR ALL WORKERS ON THE PROJECT**

Failure to submit correct and timely certified payrolls will delay payment.

## **NON-COLLUSION DECLARATION**

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

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

## **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

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

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

DOT 272-036I EF

**BID BOND  
ACKNOWLEDGEMENT**

The bidder is hereby advised that by signature of this proposal they are deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

_____ CASH	IN THE AMOUNT OF _____
_____ CASHIER'S CHECK	_____ DOLLARS
_____ CERTIFIED CHECK	(\$ _____) PAYABLE TO THE CITY
_____ PROPOSAL BOND	OF LA CENTER, WASHINGTON, IN
	THE AMOUNT OF 5% OF THE BID.

Receipt is hereby acknowledged of Addendum(s) No. (s) \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_.

**SIGNATURE OF OWNER OR AUTHORIZED CORPORATE  
OFFICER**

\_\_\_\_\_  
\_\_\_\_\_

**FIRM NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

Notes:

- 1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the City Engineer will be cause for considering the proposal irregular and subsequent rejection of the bid.
- 2) Please refer to Section 1-02.6 of the standard Specifications, re: "Preparation of Proposal", or "Article 4" of the Instructions to Bidders for building construction jobs.
- 3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication: **Pavement Preservation Project, City of La Center Project No. 310-35-542-30-400**

**PART TWO**  
**CONTRACT DOCUMENTS**



## CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of La Center under and by virtue of Title 35A RCW (cities and towns), as amended

And, \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

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

I. The Contractor shall do all work and furnish all tools, materials, and equipment for **Pavement Preservation Project, City of La Center Project No. 310-35-542-30-400** in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of La Center. In all respects, the Contractor is an independent Contractor, and not an employee of the City of La Center.

II. The City of La Center hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The Contractor shall defend, indemnify and hold the City of La Center, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of La Center.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

VI. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

City of La Center, Washington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 {78 Stat. 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

**VII. The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wage Rates for Clark County effective August 1, 2025.**

VIII. The Contractor further acknowledges the following provisions and agrees to comply with the conditions as set forth therein:

**THIS PROJECT REQUIRES A CONTRACT BOND FOR 100% OF THE CONTRACT AMOUNT.**

IX. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.

X. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.

XI. It is further provided that no liability shall attach to the City of La Center by reason of entering into this contract, except as provided herein.

XII. The Contractor shall maintain its records and accounts so as to facilitate audit requirements as established by the Office of the State Auditor and shall require subcontractors to do the same.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of La Center has caused this instrument to be executed by and in the name of the said City of La Center the day and year first above written.

Executed by the Contractor \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contractor

Executed by the Local Agency \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

Approved as to Form

\_\_\_\_\_  
City of La Center Attorney

**DECLARATION OF OPTION FOR INVESTMENT OF RETAINED  
PERCENTAGE**

I hereby elect to have the retained percentage of this contract held in a fund by the City of La Center until thirty (30) days following final acceptance of the work.

Signed \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*

I hereby elect to have the City of La Center invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.020. The city will select the repository.

I hereby agree to be fully responsible for payment of all costs or fees incurred because of placing said retained percentage in escrow and investing it as authorized by statute. The City of La Center shall not be liable in any way for any costs or fees in connection with this.

Signed \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, That

of \_\_\_\_\_, as Principal, and \_\_\_\_\_

as Surety, are jointly and severally held and bound unto the City of La Center, Washington,

in the penal sum of Dollars (\$\_\_\_\_\_), for the payment of which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the \_\_\_\_\_  
day of \_\_\_\_\_ A.D., 20\_\_\_\_, the said \_\_\_\_\_,

Principal, herein, executed a certain contract with the City of La Center, Washington,

by the terms, conditions and provisions of which contract the said \_\_\_\_\_,

Principal, herein, agree to furnish all material and do certain work, to wit: That

\_\_\_\_\_ will undertake and

complete the construction of these **Pavement Preservation Project, City of La Center Project 310-35-542-30-400**, according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things **by October 31, 2025 unless amended by change order**, undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTORNEY-IN-FACT, SURETY

\_\_\_\_\_  
NAME AND ADDRESS, LOCAL OFFICE OF AGENT

APPROVED:

CITY OF LA CENTER, WASHINGTON

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_, 20\_\_\_\_

SURETY BOND NUMBER \_\_\_\_\_

**The United States Department of Transportation**  
**Appendix A of the**  
**Standard Title VI/ Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex. Age, disability, income-level or LEP.
4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**The United States Department of Transportation**  
**Appendix E of the**  
**Standard Title VI/ Non-Discrimination Assurances**  
**DOT Order No. 1050.2A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
  - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



**PART THREE**  
**AMENDMENTS TO THE STANDARD**  
**SPECIFICATIONS**

## **INTRODUCTION**

The following Amendments and Special Provisions shall be used in conjunction with the current updated 2025 version of the Standard Specifications for Road, Bridge, and Municipal Construction, as of the Call for Bids date.

## **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

WSDOT manuals and publications are updated continuously, and revisions are issued periodically. It is the responsibility of bidders to make sure they have the current versions, regardless of the manual format or means of transmission. Publications on the WSDOT web page are the most recent versions and can be downloaded and printed without charge. Please check Standard Specifications Manual at <https://www.wsdot.wa.gov/publications/manuals/fulltext/M41-10/SS.pdf> or the most current specifications.

# **PART FOUR**

# **SPECIAL PROVISIONS**

## SPECIAL PROVISIONS

### INTRODUCTION TO THE SPECIAL PROVISIONS

*(July 31, 2007 APWA GSP)*

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

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

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

*(May 18, 2007 APWA GSP)*

*(August 7, 2006 WSDOT GSP)*

*(April 2, 2007 2010 GSP)*

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current version
- *City of La Center Design Standards Manual*, current edition

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

**DIVISION 1**  
**GENERAL REQUIREMENTS**

**1-00 GENERAL**

(\*\*\*\*\*)

These Special Provisions add to and are in addition to the current updated version of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction. They are to be used in conjunction with the Standard Specifications. These Special Provisions, where in conflict with the Standard Specifications, shall take precedence.

The City of La Center Design Standards Manual shall add to and are in addition to the current updated version of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, and the current Standard Plans.

APWA Special Provisions have been inserted into these Project Special Provisions and are denoted as such.

*(date, APWA GSP)*  
(\*\*\*\*\*)

Notes an APWA Special Provision  
Notes a Project Specific Special Provision.

The Contractor shall meet the requirements of the Standard Specifications along with these Special Provisions.

**1-01 DESCRIPTION OF WORK**

(\*\*\*\*\*) August 1, 2024

City of La Center is soliciting bids for chip seal using 1/4" to No.10 WSDOT spec rock with a secondary ONYX mastic/fog seal surface treatment. Work location is on W 7<sup>th</sup>, 8<sup>th</sup> & 9<sup>th</sup> Streets and W D & E Avenues. Work includes approximately 6,545 SY, of chip seal and mastic seal, traffic control, street sweeping, and roadway striping, and other related items

**1-01.3 Definitions**

*(September 12, 2008 APWA GSP)*

This Section is supplemented with the following:

All references in the Standard Specifications to the terms "State", "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

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

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency's headquarters are located.

**Additive**

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

**Alternate**

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

**Contract Documents**

See definition for “Contract”.

**Contract Time**

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

**Dates*****Bid Opening Date***

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

***Award Date***

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

***Contract Execution Date***

The date the Contracting Agency officially binds the agency to the contract, and the final work day before Liquidated Damages

***Notice to Proceed Date***

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

***Substantial Completion Date***

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains for the physical completion of the total contract.

***Physical Completion Date***

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

***Completion Date***

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

### ***Final Acceptance Date***

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

### **Notice of Award**

The written notice from the Contracting Agency to the successful bidder signifies the Contracting Agency's acceptance of the bid.

### **Notice to Proceed**

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

### **Traffic**

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

(\*\*\*\*\*) October 1, 2020

The following new definitions are added to this section:

#### **City**

The City of La Center as determined by the jurisdiction in which the facilities are being constructed.

#### **Standard Details**

The City of La Center Design Standards Manual, incorporated into the Contract Documents by reference above, is also referred to as Standard Details

The definition for **Engineer** is replaced with the following:

#### **Engineer or Project Engineer**

For improvements constructed by private contract, shall mean the Project Engineer or Project Manager, for purposes of approval of changes to, and final acceptance of, the facilities that are or will become public facilities.

## **1-02 BID PROCEDURES AND CONDITIONS**

### **1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

#### **1-02.1 Qualifications of Bidder**

(\*\*\*\*\*) October 1, 2020

Bidders must meet the minimum qualifications of RCW 39.04.350(1), as amended:

“Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

- (a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- (b) Have a current state unified business identifier number;
- (c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
- (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)."
- (e) The contractor shall prepare and submit a project specific COVID-19 Plan that makes it mandatory for all workers on the project to have face masks, gloves, and other PPE if directed by Federal and State mandates. All workers on this project must comply with an approved COVID-19 plan or be subject to disqualification to work on the project. The city of La Center reserves the right to review the submitted plan and to mandate certain additions or deletions in conformance with current recommendations and La Center city standards.

## **Preparation of Proposal**

Section 1-02.6 is supplemented with the following:  
(August 2, 2004)

The fifth and sixth paragraphs of Section 1-02.6 are deleted.

### **1-02.9 Delivery of Proposal**

*(October 1, 2005 APWA GSP)*

Revise the first paragraph to read:

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

(\*\*\*\*\*) October 1, 2020

### **1-02.12 Opening of Proposal**

Section 1-02.12 is supplemented with the following:

**Bid opening date and time as stated on the Call For Bids.**

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

*(March 25, 2009 APWA GSP)*

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;



- d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
- e. A price per unit cannot be determined from the Bid Proposal;
- f. The Proposal form is not properly executed;
- g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
- h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable, as required in Section 1-02.6;
- i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- j. More than one proposal is submitted for the same project from a Bidder under the same or different names.

#### **1-02.14 Disqualification of Bidders**

*(March 25, 2009 APWA GSP, Option B)*

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if:

- 1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
- 2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
- 3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
- 4. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
- 5. there is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
- 6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
- 7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
- 8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
- 9. there are any other reasons deemed proper by the Contracting Agency.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all applicable responsibility criteria, including all documentation specifically listed in the supplemental criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility.

The basis for evaluation of Bidder compliance with these supplemental criteria shall be any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) which any reasonable owner would rely on for determining such compliance, including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting

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

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency's determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

### **1-02.15 Pre Award Information**

*(October 1, 2005 APWA GSP)*

Revise this section to read:

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

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

## **1-03 AWARD AND EXECUTION OF CONTRACT**

### **1-03.1 Consideration of Bids**

*(January 23, 2006 APWA GSP)*

Revise the first paragraph to read:

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

Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

### 1-03.3 Execution of Contract

(\*\*\*\*\*) October 1, 2020 Revise

this section to read:

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

**Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15, including a COVID-19 Health and Safety Plan (CHSP) for the project (see 1-07.4(2) below).**

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of **14** additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

### 1-03.4 Contract Bond

*(October 1, 2005 APWA GSP)*

Revise the first paragraph to read:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
  - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
  - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;

5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

## **1-05 CONTROL OF WORK**

### **1-05.7 Removal of Defective and Unauthorized Work**

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

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

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

### **1-05.12 Final Acceptance**

**(\*\*\*\*\*) October 1, 2020**

Section 1-05.12 is supplemented with the following

By signing the Contract, the Contractor agrees to provide a material, labor, and equipment warranty for the work performed for a period of one (1) year from the acceptance date, for all work to be free of defect in materials or workmanship. All warranty related repairs will be made promptly upon notification to the Contractor at no cost to the City. The Project Bond shall cover 100% of the work

proposed in this contract, and as modified by change order, for a period no shorter than one calendar year (365 Days) from the date of Final Acceptance as established by the contracting agency.

## **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

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

Section 1-07.1 is supplemented with the following:

(\*\*\*\*\*) October 1, 2020

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

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

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

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

### **1-07.2 State Sales Tax**

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

#### **1-07.2 State Sales Tax**

*(October 1, 2005 APWA GSP)*

##### **1-07.2(1) General**

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(4) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(3) describes this exception.

The Contracting Agency will pay the retained percentage only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.050). The Contracting Agency may deduct from its payments to the Contractor any

amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

#### **1-07.2(2) State Sales Tax — Rule 171**

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

#### **1-07.2(3) State Sales Tax — Rule 170**

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

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

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

#### **1-07.2(4) Services**

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

#### **1-07.5(3) State Department of Ecology**

(\*\*\*\*\*) October 1, 2020

Item No. 2. in the first paragraph is revised to read:

2. Perform Work in such a manner that all materials and substances not specifically identified in the Contract documents to be placed in the water do not enter waters of the State, including wetlands. These include, but are not limited to, petroleum products, hydraulic fluid, fresh concrete, concrete wastewater, process wastewater, slurry materials and waste from shaft drilling, sediments, sediment-laden water, chemicals, paint, solvents, or other toxic or deleterious materials. **Also included are slurries generated due to saw cutting of concrete and asphalt surfaces and structures.**

### **1-07.17 Utilities and Similar Facilities**

(\*\*\*\*\*) October 1, 2020

Section 1-07.17 is supplemented by the following:

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

The Contractor shall call the Utility Location Request Center (One Call Center), for field location, not less than two nor more than ten business days before the scheduled date for commencement of excavation which may affect underground utility facilities, unless otherwise agreed upon by the parties involved. A business day is defined as any day other than Saturday, Sunday, or a legal local, State, or Federal holiday. The telephone number for the One Call Center for this project may be obtained from the Engineer. If no one-number locator service is available, notice shall be provided individually to those owners known to or suspected of having underground facilities within the area of proposed excavation.

The Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating to underground utilities. Any cost to the Contractor incurred as a result of this law shall be at the Contractor's expense.

No excavation shall begin until all known facilities, in the vicinity of the excavation area, have been located and marked.

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

Clark Public Utilities Construction  
Services, Ryan Engelbart  
360-992-8860  
[Regnelbart@clarkpud.com](mailto:Regnelbart@clarkpud.com)

City of La Center Sewer Department  
360-263-3335  
[nswyers@ci.lacenter.wa.us](mailto:nswyers@ci.lacenter.wa.us)  
[bbirdwell@ci.lacenter.wa.us](mailto:bbirdwell@ci.lacenter.wa.us)

Ziplay Communications  
John Bielec  
503.626.2386 / cell: 503.367.5106  
[John.bielec@ziplay.com](mailto:John.bielec@ziplay.com)

City of La Center Public Works Department  
360-263-3450  
[jwarren@ci.lacenter.wa.us](mailto:jwarren@ci.lacenter.wa.us)  
[awilkinson@ci.lacenter.wa.us](mailto:awilkinson@ci.lacenter.wa.us)

Northwest Natural Gas  
JC Sanchez  
503-226-4211 or Cell: 541-255-6359  
[Jaun.sanchez@nwnatural.com](mailto:Jaun.sanchez@nwnatural.com)

Clark Public Utilities - Water Division  
360-992-8022  
360-992-3000  
[wateradmingroup@clarkpud.com](mailto:wateradmingroup@clarkpud.com)

### **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.

Extended Coverage for Completed Operations. The Contractor shall maintain Commercial General Liability completed operations coverage for a period of three years following substantial completion of the work for the benefit of the City by naming the City of La Center an additional insured using Insurance Services Office (ISO) Additional Insurance-Completed Operations endorsement CG 20 37 10 01 or an endorsement at least as broad coverage.

- 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.

The Contractor shall provide the City and all Additional Insured for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s), including endorsements, required in this Contract and evidence of all subcontractors coverage.
- 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). If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.

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

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

#### **1-07.18(4) Evidence of Insurance**

The Contractor shall furnish the Contracting Agency with original Certificate(s) of Insurance and copies of 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.

Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Contractor's Commercial General Liability and Automobile Liability insurance. The Public Entity shall be named as an additional insured on the Contractor's Excess or Umbrella Liability insurance policy. The

Excess or Umbrella insurance coverage will drop down when underlying policy aggregate limits are exhausted.

Excess or Umbrella Liability insurance shall be written with limits of not less than \$ (fill in the amount) per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through the Contractor's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

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

Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

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:

\$2,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	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 insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01. For Construction and Services Contracts add: Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

\$1,000,000      Minimum combined single limit for bodily injury and property damage per incident

#### **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.

#### ***Reduced Insurance Requirement***

Section 1-07.18 is revised as follows:

Item number 1 in the first paragraph is deleted.

Item number 2 is revised to read:

2. Commercial General Liability Insurance written under ISO Form CG0001 or its equivalent with minimum limits of \$2,000,000 per occurrence and in the aggregate for each policy year. Products and completed operations coverage shall be provided for a period of one year following final acceptance of the work. The Contracting Agency shall be named as an additional insured on the policy.

#### **1-07.23(1) Construction Under Traffic**

(\*\*\*\*\*) October 1, 2020

##### **Allowable Lane and Road Closure Requirements.**

The Contractor shall obtain the City's approval prior to closing any lanes, shall employ sufficient certified flaggers and adequate signage for such conditions, and shall perform all traffic control in accordance with the latest version of the MUTCD and the approved traffic control plan.

#### **Material Delivery Subcontractors**

(\*\*\*\*\*) October 1, 2020

**According to prevailing wage laws in the State of Washington (Chapter 39.12 RCW and as defined by WAC 296-127-018), any person that delivers materials such as cement concrete or asphalt to a work site, regardless of the method of material placement, is considered a subcontractor, and is subject to receiving prevailing wages, and all other conditions as required by law.**

#### **Offsite Fabrication**

(\*\*\*\*\*) October 1, 2020

According to prevailing wage laws in the State of Washington (Chapter 39.04.010 RCW and as defined by WAC 296-127-010(5)(b)) The offsite fabrication of nonstandard items specifically produced for a public works project is considered public work for which prevailing wages are required. Examples include, but not limited to, fabrication of ducts for HVAC systems, certain concrete tunnel liners, and certain steel or other metal prefabrication. If the item is not fabricated on the public works jobsite, contact L&I for a determination as to whether the work is subject to the payment of prevailing wages, and the appropriate classification of work, if applicable. This determination will be based upon all relevant information, including, but not limited to: (1) whether the item is fabricated in an assembly/fabrication plant set up for, and dedicated primarily to the public works project; (2) whether the item requires assembly, cutting, modification or other fabrication by the supplier; (3) whether the item is typically an inventory item which could reasonably be sold on the general market; and (4) whether the item, although generally defined as "standard," has unusual characteristics such as shape, type of material, strength requirements, or finish, etc., specifically for the public works project.

**Cement Concrete and Asphalt**

A material supplier delivery driver is to be paid prevailing wages for their covered travel time as outlined in WAC 296-127-018 subsection 1-3. Said material supplier *IS* considered a subcontractor and must comply with the requirements of 39.12 RCW.

**Crushed Rock, Gravel, Sand, or other similar materials**

A material supplier delivering materials to a designated stockpile (i.e. crushed rock or other similar material) are not subject to prevailing wage as outlined in 39.12 RCW. A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project (WAC 296-127-018 subsection 4).

**1-08 PROSECUTION AND PROGRESS****1-08.0(2) Hours of Work**

(\*\*\*\*\*) October 1, 2020

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 5:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

The Contractor shall not be allowed to perform any work on City recognized holidays, Saturdays or Sundays. No work shall occur before 7:00 a.m. or after 5:00 p.m. on any weekday.

Any work to be performed on Saturdays shall be approved in advance by the Contracting Agency. If approved, work hours shall be limited to 8:00 a.m. to 5:00 p.m. only.

**1-08.5 Time for Completion**

(\*\*\*\*\*) October 1, 2020

Section 1-08.5 is supplemented with the following:

Work shall not commence prior to September 25, 2025, unless approved by contracting agency. This project shall be physically completed by October 31, 2025, unless amended by change order.

The PW Director will give the Contractor written notice of the physical completion date for all work the Contract requires. This date shall constitute the substantial completion date of the Contract, but shall not imply the City's acceptance of the work or the contract.

**1-10 Temporary Traffic Control****1-10.1(2) Description**

(\*\*\*\*\*) August 20, 2025

Section 1-10.1(2) is supplemented with the following:

Traffic control shall provide a minimum of one open lane on all roads during all work hours and roadway shall be open to free flow traffic during non-working hours, unless approved otherwise by the PW Director. Contractor is required to submit a traffic control plan prior to performing work. Temporary closures and or access restrictions from side streets may be required. The contractor shall provide appropriate detour routes if side streets are closed.

Contractor is required to provide notification to residents on W 7<sup>th</sup> St., W 9<sup>th</sup> St., W 8<sup>th</sup> St., W D and E Avenues in the form of door hangers a minimum of 48 hours in advance of chip seal work with notification providing information on work schedule and access restrictions.

In addition, the contractor shall install two portable changeable message boards for a minimum of 24 hours prior to the start of work on W 7<sup>th</sup> Street and W. 9<sup>th</sup> Street warning residents of work timeframe and dates.

#### **1-10.4 Measurement**

(\*\*\*\*\*) August 20, 2025

Section 1-10.4 is supplemented with the following:

**Project Temporary Traffic Control** will be measured per **Lump Sum** and shall include all costs associated with providing traffic control for work completion including but not limited to flaggers, TCS, traffic control materials, door hanger notifications, traffic control plan development, temporary markings, and any other item necessary to complete work excluding Portable Changeable Message Boards which is included within its own bid item.

**Portable Changeable Message Sign** will be measured per **Each** and shall include installation of two PCMS signs a minimum of 48 hours prior to chip seal and fog seal work.

#### **1-10.5 Payment**

(\*\*\*\*\*) August 20, 2025

Section 1-10.5 is supplemented with the following:

**Project Temporary Traffic Control** per **Lump Sum** shall be full pay for all costs incurred by the contractor to provide temporary traffic control for duration of the project.

**Portable Changeable Message Boards** will be measured per **Each** and shall be full pay for all costs incurred by the contractor to install and remove PCMS as referenced in Section 1-10.1(2) above.

**DIVISION 5**  
**SURFACE TREATMENTS AND PAVEMENTS**

**5-02 Bituminous Surface Treatment**

**5.02.1 Description**

(\*\*\*\*\*) August 20, 2025

Revise section 5-02.1 to read as follows:

This work shall consist of constructing a chip seal coat with a secondary mastic/fog seal in accordance with these specifications in conformity with the lines and cross sections shown within the appendices or as designated by the Engineer.

**5.02.2 Materials**

(\*\*\*\*\*) August 20, 2025

Revise section 5-02.1 to read as follows:

Materials shall meet or be equal to following requirements:

**Chip Seal Emulsified Asphalt:** PMCRS-2H

**Fog/Mastic Seal Emulsified Asphalt:** Onyx or approved equal.

**Aggregate sizing first application:** 3/8 inch to #4

**Aggregate sizing second application:** # 4 to 0

**5-02.3 Construction Requirements**

**5-02.3(1) Equipment**

(\*\*\*\*\*) August 20, 2025

Section 5-02.3(1) paragraph 3 revised to read as follows:

Rollers for Chip Seal's shall be self-propelled pneumatic tired rollers. Steel drum rollers will not be allowed. Each roller shall not weigh less than 12 tons and shall be capable of providing constant contact pressure.

**5-02.3(2) Preparation of Roadway Surface**

**5-02.3(2)A New Construction**

(\*\*\*\*\*) August 20, 2025

Delete section

**5-02.3(2)B Seal Coat**

(\*\*\*\*\*) August 20, 2025

Section 5-02.3(2)B delete paragraph 1 and replace with following:

The owner will complete crack sealing, pre-leveling, pothole repairs, and will sweep street segments prior to contractor mobilizing to site. Contractor is required to complete the following preparation work:

The existing surface to be Chip Sealed shall be swept with a power broom until it is free from dirt or other foreign material. Hand push brooms shall be used to clean omissions of the power broom. All material shall be removed from surface to be treated. In addition to power broom and hand brooms, the use of other equipment may be necessary to thoroughly clean the roadway prior to application of the emulsified asphalt. **PW Director or city engineer to approve roadway preparation prior to**

**placement of emulsified asphalt.** All existing structures within road surface to be treated shall be pre-marked/covered prior to emulsified asphalt application.

**5-02.3(2)C Pavement Sealing- Fog Seal**

(\*\*\*\*\*) August 20, 2025,

Section 5-02.3(2)C delete paragraph and replace with following:

Prior to application of mastic/fog seal, all surfaces shall be thoroughly cleaned of loose rock and other foreign materials. All materials shall be removed from surface to be treated. **PW Director or City Engineer to approve roadway preparation prior to placement of emulsified asphalt.** All existing structures within road surface be covered prior to placement of emulsified asphalt as mastic/fog seal.

**5-02.3(3) Application of Emulsified Asphalt and Aggregate**

(\*\*\*\*\*) August 20, 2025,

Section 5-02.3(3) Delete application rate and distributor temperature table and replace with following:

Chip Seal	
Emulsified Asphalt (Undiluted)	PMCRS-2H
Application Rate (gal/SY)	.40 - .45
Distributor Temperature	Emulsified Asphalt Manufacturer Recommendation
Aggregate (Chip Application)	3/8" to No. 4
Aggregate (Choke Application)	No. 4 to 0
Aggregate Spread Rate (lb./SY)	20 – 30 (Chip), 4 - 6 (Choke)

Fog/Mastic Seal	
Emulsified Asphalt	Onyx or approved equal
Application Rate (gal/SY)	0.28-0.32
Distributor Temperature	Emulsified Asphalt Manufacture Recommendation

**5-02.3(4) Water**

(\*\*\*\*\*) August 20, 2025,

Water is available on-site through Fire Hydrants. The contractor shall be responsible for the costs of obtaining a hydrant meter from Clark County PUD as well as all other costs related to the acquisition and use of construction water.

**5-02.3(5) Application of Aggregate**

(\*\*\*\*\*) August 20, 2025,

Section 5.02.3(5) Paragraph 4 is revised to read as follows:

All rock to be placed with a self-propelled computerized spreader with a minimum of four pneumatic tires.

All newly placed chip seal aggregate will be rolled with a minimum of three pneumatic rollers, making a minimum of three complete coverages immediately behind the spreading equipment shall be required. **Excessive gaps between spreading and roller operation will not be allowed.**

Section 5.02.3(5) Delete paragraph 6

#### **5-02.3(11) Temporary Pavement Markings**

(\*\*\*\*\*) August 20, 2025,

Section 5-02.3(11) Delete section and replace with following:

Upon completing Chip seal treatments temporary pavement markings (stick and stomps) shall be provided and installed where previous markings existed. Contractor is responsible to maintain temporary markings between chip seal and fog seal application.

Contractor to replace any non-satisfactory temporary markings after application of fog seal and maintain until roadway is re-stripped. Measurement and Payment for temporary markings is incidental to bid item work.

#### **5-02.4 Measurement**

(\*\*\*\*\*) August 20, 2025

**“Chip Seal”** shall be measured by the **Square Yard** of the treated area. Measurement shall be on the finished surface upon completion of fog/mastic seal. Measurements will be within the neat lines shown on the plans or established by engineers in the field and will be computed to nearest square yard. Street sweeping shall be incidental to chip seal and fog/mastic seal bid items.  
Emulsified asphalt for chip seal shall be incidental to chip seal bid item.

**Fog/Mastic Seal (Onyx or approved equal)** shall be measured by the **Square Yard** of the treated area. Measurement shall be on the finished surface upon completion of fog seal. Measurements will be within the neat lines shown on the plans or established by engineers in the field and will be computed to nearest square yard. Street sweeping shall be incidental to chip seal and fog/mastic seal bid items.

#### **5-02.5 Payment**

(\*\*\*\*\*) August 20, 2025

**“Chip Seal”, per Square Yard**

The unit contract price per square yard shall be full pay for all costs to complete chip seal with the required emulsified asphalt as specified within contract documents. Payment shall include but not be limited to preparing roadway surface, applying emulsified asphalt, loading, transporting, and placing materials, compaction of aggregate, street sweeping, temporary pavement markings, and pre-marking of utility structures.

**“Fog/Mastic Seal (Onyx or approved equal)”, per Square Yard**

The unit contract price per hour shall be full pay for all costs to perform specified work including furnishing, heating, hauling, surface preparation, spreading fog/mastic seal on the roadway.



**DIVISION 8**  
**Miscellaneous Construction**

**8-22 Pavement Marking**

**8-22.1 Description**

(\*\*\*\*\*) August 20, 2025

Section 8-22.1 Paragraph 1 is revised to read

This work consists of furnishing and installing new pavement longitudinal markings on chip seal and fog seal road segments. Markings will be replaced to the existing layout or as directed by PW Director or City Engineer in field. Markings are to be replaced upon completion of fog seal and appropriate cure.

The City will assist in layout of longitudinal markings. The PW Director or City Engineer shall give approval of layout prior to contractor performing striping.

# **PART FIVE**

## **WASHINGTON STATE**

### **HOURLY PREVAILING WAGE RATES**

- Journey level wage rates are NOT included in this packet. Journey and apprentice rates applicable to this project can be looked up at the Washington State Department of Labor and Industries web site at **[www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/](http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/)**
- Washington State LNI wage rates for Clark County effective date of bid opening as stated on the call for bids.

# **PART SIX**

**Appendix I:** Chip & Fog Seal Segment Map

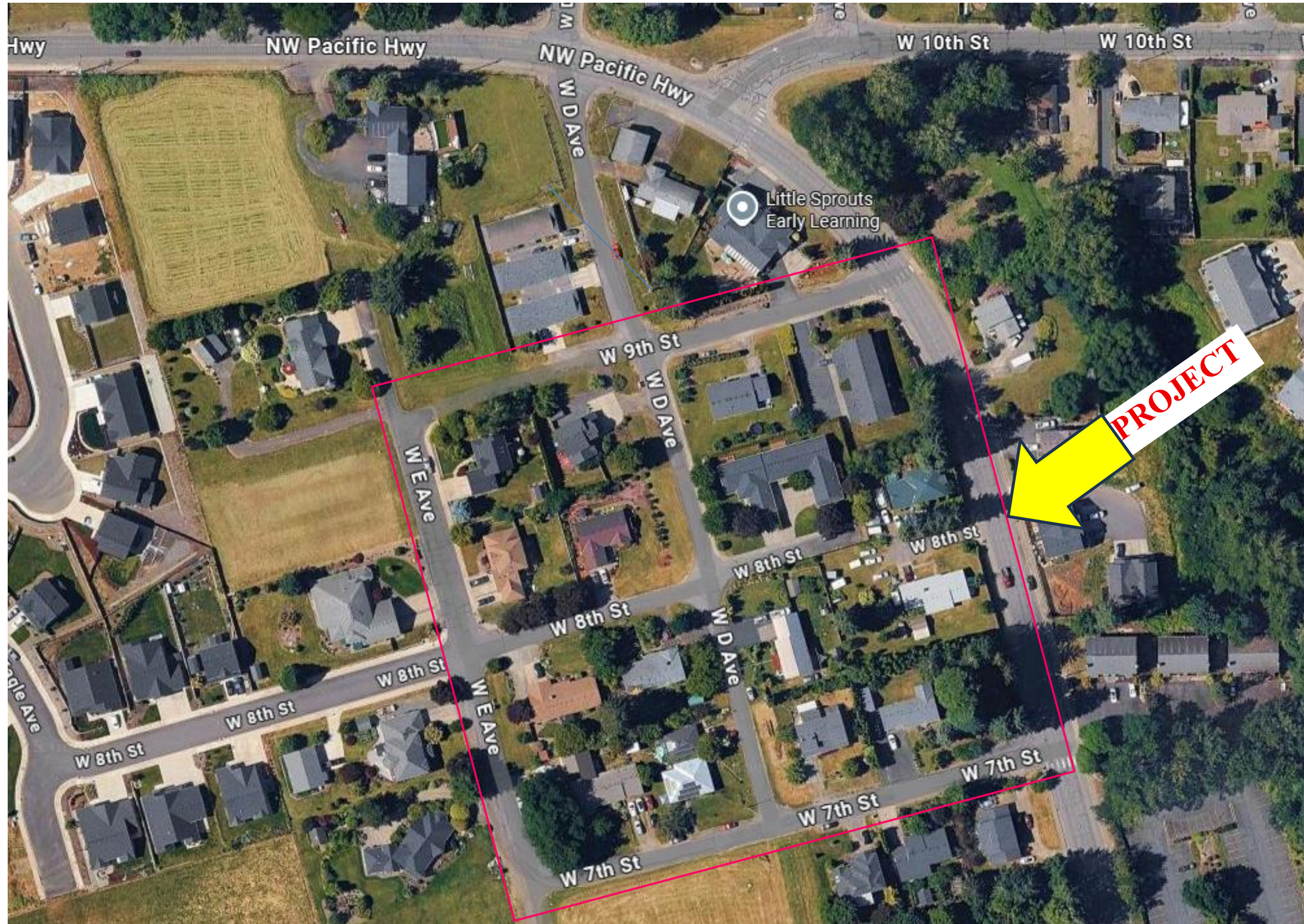
**Appendix II:** Chip & Fog Seal Quantity Schedule

**Appendix III:** Work Requirement Summary





# City of La Center Chip/Fog Seal Project Map





**APENDIX II QUANTITY  
SCHEDULE**

<b>City of La Center</b> <b>CHIP/FOG SEAL</b>				
<b>STREET SEGMENT</b>	<b>Length</b>	<b>Width</b>	<b>Sq. Feet</b>	<b>Sq. Yards</b>
<b>W 7<sup>th</sup> Street</b>	<b>580</b>	<b>20</b>	<b>11,600</b>	<b>1,289</b>
<b>W 9<sup>th</sup> Street</b>	<b>360</b>	<b>20</b>	<b>7,200</b>	<b>800</b>
<b>W 8<sup>th</sup> Street</b>	<b>445</b>	<b>20</b>	<b>8,900</b>	<b>989</b>
<b>W D Avenue</b>	<b>500</b>	<b>20</b>	<b>10,000</b>	<b>1,800</b>
<b>W E Avenue</b>	<b>500</b>	<b>30</b>	<b>15,000</b>	<b>1,667</b>
<b>TOTAL</b>			<b>52,700</b>	<b>6,545</b>

### **APPENDIX III**

#### **Work Requirement Summary**

*This is a summary of bidder (contractor) requirements and what the City will provide to assist with work completion. This list does not exclude the contractor from contractual obligations within special provision and WSDOT standard specifications and is supplemental to the specifications to assist bidder.*

#### **BIDDER REQUIREMENTS:**

- All Streets:
  - PMCRS-2H Oil applied at 0.35 - 0.38 gallons per square yard.
  - Supply and apply ¼" to #10 WSDOT spec rock applied at 20 - 24 pounds per square yard.
- All rock must be placed with a self-propelled computerized chip rock spreader with a minimum of four pneumatic tires.
- All newly placed chip rock will be rolled with a minimum of three pneumatic rollers, making a minimum of three passes over newly placed chip rock.
- Fog/Mastic Seal with Onyx(or equal) - Fog dilute @ minimum of 0.28 - 0.32 gallons per square yard.
- All Chip Seal/Fog Seal oils to be placed with distributors equipped with computerized, adjustable varied width spray bars.
- All Street sweeping of chip rock prior to application of fog seal.
- Pre-marking/covering all manholes and water valves.
- Application of temporary markings (stick-n-stomps).
- The contractor is responsible for loading the chip rock into their trucks.
- Mobilization costs.
- All Traffic Control work to be paid for by the Lump Sum bid item Temporarily Traffic Control and Portable Changeable Message Signs and include:
  - Providing a Minimum of one lane open to traffic within the work zone during work hours.
  - Temporary Closure and flagging of side streets
  - Detour routes and any traffic control materials needed.
  - Traffic control for chip seal, sweeping, fog seal, and re-striping.
  - Provide (2) PCMS signs 48 hours advance of chip seal, fog seal, and restriping work providing advance notice to residents of work schedule.
- Re-striping
- Door hanger notification of property owners within work zone, a minimum of 48 Hours prior to work start.

#### **THE CITY WILL PROVIDE:**

- Street sweeping prior to application of chip rock, pothole repair, and any pre-level work needed.
- All work must be conducted during the week, daylight hours.
- Work must be completed prior to October 31, 2025.
- Once started, all work must be complete within two calendar weeks.
- Mailers to Residents in work zone prior to work start date and Social Media Posts.