

ATTENTION: All Bidders and Planholders

**ADDENDUM #2
FOR
SKAGIT COUNTY, PUBLIC WORKS
HELMICK ROAD PROJECT
Federal Aid STPR-STPH-29HR(001)/SCPW #ES95510-2**

May 25, 2006

The following revisions, additions, and clarifications are provided for this project:

PROPOSAL

1. Bid Schedule B, Item #3, Unsuitable Foundation Excavation, Incl. Haul, change the referenced Special Provision section from 1-09 to 2-03.
2. Bid Schedule B, Item #33, Beam Guardrail, Type 1 – 9 ft. Long Post, CHANGE quantity from 830 linear feet to 775 linear feet.

SPECIAL PROVISIONS

1. Backfill material for pipe trenches and structures shall be gravel borrow and will be paid for under the bid item Gravel Borrow, Incl. Haul (all Schedules).
2. All materials utilized in the project shall be approved prior to delivery to the project site.
3. All catch basin and catch basin frames shall be stamped, WSDOT Approved.
4. All material weight tickets shall be stamped. Unstamped material weight tickets will not be accepted.
5. Section 2-01, Description, is supplemented as follows:
 - a. In noted clearing areas, trees less than 12" in diameter (other than marked trees) and other woody debris (stumps, logs and branches – no brush) shall be removed and hauled to the Lower Red Creek Restoration Area and stockpiled.

Section 2-01.5, Payment, is supplemented as follows:

- a. The lump sum contract price for "Clearing and Grubbing" shall also include removing, hauling and stockpiling of trees less than 12" in diameter and other woody debris as indicated in these Special Provisions.

6. Section 2-03.3, Construction Requirements, is supplemented as follows:

- a. The Contractor shall anticipate having to provide trench work for Cascade Natural Gas crews for lowering the existing gas main between STA 39+00 and STA 58+00, and between STA 60+00 and STA 66+00.

7. Section 2-07.3, Construction Requirements, is supplemented as follows:

- a. The Contractor will not be allowed to get water from the Upper Skagit Indian Tribal water system. All water for use in construction processes shall come from the nearest available public water system.

8. Section 6-02.5, Payment, is supplemented as follows:

- a. All costs for labor, materials, and equipment to construct the bridge barriers are to be included in and incidental to the Bid Item "Superstructure – Red Creek Bridge".

9. "Shop Drawing Review":


- a. Bridge girder working drawings will be accepted for review prior to the contract execution date. Every attempt will be made to review and return comments quickly, in a cooperative effort to expedite the ordering and delivery of the bridge girders.

OTHER INFORMATION:

1. Bidders shall acknowledge receipt of this Addendum, and all other Addenda, as required in the Proposal. These Addenda will be incorporated in the contract when awarded and when formally executed.
2. Replace the Informational Contract with the revised Informational Contract.

ATTACHMENTS:

Revised Informational Contract.


David E. Lee, P.E.
Project Engineer

ADDENDUM NO.2

Skagit County, Public Works

Helmick Road Project

FA No. STPR-STPH-29HR(001)/SCPW ES95510.2

\\admntmv2\pw\eng\shared\Projects\Helmick Road Project\Audited Documents\Addendums\Helmick

ADDENDUM#2 (2).doc

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2006, between the COUNTY of SKAGIT (the "County"), under and by virtue of Title 36 RCW, as amended and:

CONTRACTOR NAME

Address

City, State, ZIP

(the "Contractor"). This Agreement shall collectively refer to the County and the Contractor as the "Parties."

TERMS AND CONDITIONS

In consideration of the mutual promises set forth herein and for other good and valuable consideration, which both Parties hereby acknowledge, the Parties and each of them agree to the following terms and conditions:

1. **Scope of Work.** The Contractor shall accomplish the work as described in and pursuant to the Contract Documents, identified in paragraph 2 below. The Contractor acknowledges by signing this Agreement that the Contractor has reviewed, and is in possession of copies of all the Contract Documents. The work generally consists of description of construction work and as detailed in the Bid Proposal. In addition, the Contractor shall accomplish work described in any Change Order or Addenda issued pursuant to the Contract Documents. The Contractor shall provide and bear the expense of all labor, tools, materials, equipment, transportation, supplies, and incidentals, except those items that the County specifically agrees to furnish, as provided in the Contract Documents.

2. **Contract Documents.** The complete Contract is comprised of all Contract Documents. The Contract Documents are identified in the 2006 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, including APWA General Special Provisions collectively ("Standard Specifications") §1-04.2. The Parties have entered into this Agreement through the County's acceptance of the Contractor's bid and by both Parties' signatures below. Each and every document identified in Standard Specifications §1-04.2 is hereby incorporated by reference and made a part of this Agreement and of the Contract between the Parties. No contract is formed between the parties until all individual signatories to this Agreement have signed and executed this Agreement.

3. **Conflict of Terms.** Any inconsistency or conflict between terms in the various Contract Documents shall be resolved pursuant to Standard Specifications §1-04.2, as modified by APWA General Special Provisions §1-04.2, dated October 1, 2005, except that this Agreement shall take precedence over any other Contract Document.

4. Prices. The County shall pay for all work as described in the Bid Proposal, Change Order, and Addenda (if applicable) pursuant to payment terms provided in the Contract Documents. Where Contract Documents specify payment of lump sum amounts, the County shall pay the Contractor an amount equal to the lump sum amount set forth in the Bid Proposal as full consideration for the full performance of the Contract. Where Contract Documents specify payment of unit price amounts, the County shall pay the Contractor amounts computed on the bases of the quantity of work actually performed at unit prices or at itemized prices set forth in the Bid Proposal as full consideration for the performance of the Contract. The County may change lump sum amounts or unit price amounts through issuance of a Change Order as necessary.

5. Performance. The Contractor, for itself and its heirs, executors, administrators, successors, and assigns hereby agrees to the full performance of all work and covenants described in the Contract Documents. Further, the Contractor acknowledges and agrees that work quantities may increase or decrease during the course of the work. Where the Contract Documents specify unit prices for work quantities, Contractor agrees to perform additional work in exchange for unit price payment for such additional work.

6. Protest and Time Extensions. In addition to the situations listed in Standard Specifications §1-04.5, the Contractor shall follow the protest procedures identified therein whenever the Contractor believes it has been delayed or has incurred additional expenses for any reason whatsoever including, but not limited to, changed site conditions, perceived inaction by the Contracting Agency, or delays that the Contractor believes were caused by the Contracting Agency. The Contractor must submit any and all notices of protest, as established by the terms of Standard Specifications §1-04.5, using only the form attached hereto as Attachment A and incorporated herein by reference. The form attached as Attachment A shall be the sole form, method, means, and format for compliance with Standard Specifications §1-04.5(1). No other format, method, or form of communication shall satisfy the notice requirement under Standard Specifications §1-04.5(1). Failure to complete the form attached as Attachment A or failure to submit such form in the time provided in Standard Specifications §1-04.5(1) shall result in a complete waiver of any right to additional time or compensation for the protest. Further, the Contractor must submit all of the supplemental information required under Standard Specifications §1-04.5(2) using only the form attached hereto as Attachment B and incorporated herein by reference. The form attached as Attachment B shall be the sole form, method, means, and format for compliance with Standard Specifications §1-04.5(2). No other format, method, or form of communication shall satisfy the notice requirement under Standard Specifications §1-04.5(2). Failure to complete the form attached as Attachment B or failure to submit such form in the time provided in Standard Specifications §1-04.5(2) shall result in a complete waiver of any right to additional time or compensation for the protest. The Contractor must submit any and all requests for extensions of time, as permitted under Standard Specification §1-08.8, in the form attached hereto as Attachment C and incorporated herein by reference. The form attached as Attachment C shall be the sole form, method, means, and format for compliance with Standard Specifications §1-08.8. No other format, method, or form of

communication shall satisfy the requirements under Standard Specifications §1-08.8. Failure to complete the form attached as Attachment C or failure to submit such form in the time provided in Standard Specifications §1-08.8 shall result in a complete waiver of any right to additional time or compensation for the protest. The Contractor waives all rights to additional time or compensation for any requests, protests, or claims that are not submitted pursuant to Standard Specifications §§1-04.5, 1-08.8, and 1-09.11. The County may not waive the requirements of Standard Specifications §§1-04.5, 1-08.8, or 1-09.11, except by express written waiver from the Project Engineer.

7. General Limitation of Liability. In no event shall liability attach to the County by reason of entering into this Contract, except as provided herein. The Contractor will make no claim for lost profits caused by an increase or decrease in work quantities regardless of whether such work was or was to be compensated on a lump sum basis or a unit price basis. This Contract is solely for the benefit of the Parties and does not give rise to any rights to any other party. This Contract is not and does not form a joint venture or partnership between the Parties.

8. Governing Law; Venue. The Contract shall be governed by the laws of the State of Washington regardless of principles of conflicts of law under Washington law. The venue for any civil action arising from this Contract shall be the Superior Court of Skagit County, Washington.

9. Signatures on Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which will comprise an original Agreement. Signatures on faxed copies shall be deemed the same as original signatures.

IN WITNESS WHEREOF, the Contractor has executed this Agreement on the corresponding date written below. The County has caused this Agreement to be executed by and in the name of Skagit County on the earliest corresponding date written below.

Executed by the CONTRACTOR _____, 2006.
Date

By: _____
Contractor

Printed name and title

EXECUTED by SKAGIT COUNTY _____, 2006.

**BOARD OF SKAGIT COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

[SEAL]

KENNETH A. DAHLSTEDT, Chairman

TED W. ANDERSON, Commissioner

DON MUNKS, Commissioner

ATTEST:

JoAnne Giesbrecht, Clerk of the Board
Skagit County Board of Commissioners

Presented by:

Chal A. Martin, P.E.
Director/County Engineer

Approved as to Indemnification:

Billie Kadrmas, Risk Manager

Approved as to Form Only:

Melinda Miller, Civil Deputy

Trisha Logue, CPA
Budget/Finance Administrator



ATTACHMENT A
Notice of Protest
WSDOT Standard Specification 1-04.5(1)

Date: _____

To: _____
(specify Project Engineer or Field Inspector)

Date on which the basis of this protest accrued: _____

Description of Disagreement (attach additional pages if necessary):

Signature of responsible Contractor Official

Received by: _____ **Date:** _____
Title:

ATTACHMENT B



Supplemental Notice of Protest WSDOT Standard Specification 1-04.5(2)

(This form along with information and documentation required under WSDOT Standard Specifications 1-04.5(2) must be provided to the Project Engineer within 15 calendar days of the Notice of Protest. The Contractor may provide the information requested below on separate pieces of paper if necessary.)

Date: _____

To: _____
(Project Engineer)

Date of notice of protest: _____

Date on which basis of this protest accrued: _____

1. Description of the nature and circumstances that caused the protest:

2. Contract Provisions that support the protest:

3. Estimated dollar cost, if any, of the protested work: _____

Supplemental Notice of Protest (continued)

4. Description of how the above estimate was determined (attach calculations, if any):

5. If asserting schedule change or disruption, please provide an analysis of the progress schedule showing the schedule change or disruption (attach an amended critical path schedule if available):

Signature of responsible Contractor Official

Received by: _____ Date: _____
Title: _____



ATTACHMENT C

Notice of Request for Extension of Time WSDOT Standard Specification 1-08.8

If a request, combined with previous extension requests, equals 20 percent or more of the original contract time, the Contractor's letter of request must bear consent of Surety.

Date: _____

To: _____
(Project Engineer)

Date the delay occurred: _____

1. Description of circumstances leading to this request (attach additional pages if necessary and include reference to the delay-causing events listed in WSDOT Standard Specifications §1-08.8(1)-(6)):

2. Extension requested (limited to the change in the critical path of the Contractor's schedule attributable to the change or event giving rise to the request):

Notice of Request for Extension of Time (continued)

3. Attach a copy of the Contractor's progress schedule that shows that the change or event : (1) had a specific impact on the critical path, and except in cases of concurrent delay, was the sole cause of such impact, and (2) could not have been avoided by resequencing of the work or other reasonable alternatives.

Signature of Surety (if required)

Name of Surety

Address of Surety

Name and Address
Local Office of Agent

Signature of responsible Contractor Official

Date: _____

Received by: _____
Title: _____

Date: _____