

ADDENDUM NO. 1

April 27, 2022

**Northern State Recreation Area Trailhead and Park Project
#RCO 18-1609**

NOTICE TO PROSPECTIVE

BIDDERS

NOTICE IS HEREBY GIVEN BY SKAGIT COUNTY that the Bid Documents have been modified as follows:

- 1. Division 1 Amendments to Standard Specifications have been added:**
 - Table of Contents Special Provisions Division 1
 - Introduction to Special Provisions
 - Division 1 Amendments to the Standard Specifications.
- 2. All references in the Bid Documents made to Washington State Department of Transportation (WSDOT) 2018 Standard Specifications are to be amended to reference the 2022 Standard Specifications, including but limited to:**
 - **Contract Provisions and Plans, Pg. 162 of 179, and Vicinity Map Plans, Pg 2 of 23, Civil Plans Sheet C2:**
Under ESC-1 Standard ESC Notes, Note 1 should be modified to reference the Washington State Department of Transportation (WSDOT) 2022 Standard Specifications.
 - **Contract Provisions and Plans, Pg. 164 of 179, and Vicinity Map Plans, Pg 4 of 23, Civil Plans Sheet C3:**
Under General/Grading Notes, Note 1 should be modified to reference WSDOT 2022 Standard Specifications.
 - **Contract Provisions and Plans, Pg. 167 of 179, and Vicinity Map Plans, Pg 7 of 23, Civil Plans Sheet C6:**
Under Water Line Notes, Note 1 should be modified to reference WSDOT 2022 Standard Specifications.
- 3. Contract Provisions and Plans, Pg. 165 of 179, and Vicinity Map Plans, Pg 5 of 23, Civil Plans Sheet C4:**
On detail F/C4, the callout for the Gravel Borrow under the wall should be modified to reference WSDOT 9-3.14(1).
- 4. Vicinity Map Plans, Pg. 10 of 23 (Arch drawings Sheet L-3)**
On Detail 1:
 - On Note #1, change "five service medallions" to be "six service medallions".
 - Delete Note #5, as there is no integral color in the walls.On Detail 2, Do NOT stagger boards in board form concrete.

- 5. Contract Provisions and Plans, Pg 28 of 179,**
Specification Section 03-35-19 Accent Concrete Finish
1.4 (d) Add the following:

At location on Project approved by Owner, place and finish an approximate 2 feet by 4 feet area of board formed wall with specified finish to be used on the project. Area hidden by masonry is an acceptable option for an in-situ mock up location.

- 6. Contract Provisions and Plans, Pg 50 of 179,**
Specification Section 12-93-00, Site Furnishings On
2.2(d), Add the following:

3. Contractor to construct one picnic table per drawing for owner review. Owner is to evaluate table dimensions and may adjust. For bidding purposes, no dimensional change will be greater than 2" in any direction for the remaining three picnic tables. Contractor to provide cost allowance for any minor change.

- 7. Bid Proposal, , Pg 4 of 17, Item No, 2, Grubbing,**
Bid Item No. 2 "Grubbing (0.76Ac)", Section 2-01SP, will now include removal of the cedar tree and root ball from the proposed RV pad area during grubbing.
Special 2-01SP in **Contract Provisions and Plans, Pg 14 of 179** has been modified to add Item #5 as follows:

5. Grubbing of the proposed RV pad site will include the removal of the cedar tree and its root ball.

- 8. Bid Proposal, Pg 4 of 17, Bid Item No. 3, Remove Existing Sidewalk, Section 2-02**
Bid Item No. 3, "Remove Existing Sidewalk", Section 2-02, is to include removal of the flag pole and flag pole foundation. The work includes backfilling of the hole.
Payment remains Lump Sum.

- 9. Bid Proposal, Pg 6 of 17, Bid Item No. 64, Power to Flag Lights, outdoor receptacles, irrigation controller, and RV Pad w/Riser**
Bid Item No 64, "Power to flag lights, outdoor receptacles, irrigation controller, & RV Pad w/ Riser", is to include raising by 1 foot with a riser section the 2'x1.5X1' Electrical Pull Box. Payment remains Lump Sum.

- 10. Contract Provisions and Plans, Pg 161 of 179, and Vicinity Map Plans, Pg 1 of 23, Civil Plans Coversheet C1**
On Sheet C1, bottom left in the 'Side Trail' area, the Sheet callout for the Arch detail lists Sheet L-3b. This should refer to Sheet L-1b.

Pre-Bid Meeting Agenda is attached:

Contractors in Attendance:

Matia Contractors
Premium Services
Trico Companies

R&R Excavating
RRJ Company
IMCO General Const

Tiger Construction
Strider Construction

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INTRODUCTION

This Contract shall be constructed in accordance with the 2022 Standard Specifications for Road, Bridge, and Municipal Construction.

SPECIAL PROVISIONS

Several types of Special Provisions are included in this contract; General, Region, Bridges and Structures, and Project Specific. Special Provisions types are differentiated as follows:

(date)	General Special Provision
(*****)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
(Regions ¹ date)	Region Special Provision

General Special Provisions are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a “fill-in”.

Region Special Provisions are commonly applicable within the designated Region. Region designations are as follows:

<u>Regions¹</u>	
ER	Eastern Region
NCR	North Central Region
NWR	Northwest Region
OR	Olympic Region
SCR	South Central Region
SWR	Southwest Region
WSF	Washington State Ferries Division

Project Specific Special Provisions normally appear only in the contract for which they were developed.

Division 1
General Requirements

DESCRIPTION OF WORK

(March 13, 1995)

Northern State Recreation Area Trailhead and Park Project #RCO 18-1609:

This Contract provides for improvement of a Skagit County Park in accordance with the attached Contract Plans, these Contract Provisions, and the 2022 Standard Specifications.

1-01.3 Definitions

(January 4, 2016 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

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

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State

1 Transportation Commission", "Commission", "Secretary of Transportation", "Secretary",
2 "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".
3

4 All references to the terms "State" or "state" shall be revised to read "Contracting
5 Agency" unless the reference is to an administrative agency of the State of Washington,
6 a State statute or regulation, or the context reasonably indicates otherwise.
7

8 All references to "State Materials Laboratory" shall be revised to read "Contracting
9 Agency designated location".
10

11 All references to "final contract voucher certification" shall be interpreted to mean the
12 Contracting Agency form(s) by which final payment is authorized, and final completion
13 and acceptance granted.
14

15 **Additive**

16 A supplemental unit of work or group of bid items, identified separately in the Bid
17 Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition
18 to the base bid.
19

20 **Alternate**

21 One of two or more units of work or groups of bid items, identified separately in the Bid
22 Proposal, from which the Contracting Agency may make a choice between different
23 methods or material of construction for performing the same work.
24

25 **Business Day**

26 A business day is any day from Monday through Friday except holidays as listed in
27 Section 1-08.5.
28

29 **Contract Bond**

30 The definition in the Standard Specifications for "Contract Bond" applies to whatever
31 bond form(s) are required by the Contract Documents, which may be a combination of a
32 Payment Bond and a Performance Bond.
33

34 **Contract Documents**

35 See definition for "Contract".
36

37 **Contract Time**

38 The period of time established by the terms and conditions of the Contract within which
39 the Work must be physically completed.
40

41 **Notice of Award**

42 The written notice from the Contracting Agency to the successful Bidder signifying the
43 Contracting Agency's acceptance of the Bid Proposal.
44

45 **Notice to Proceed**

46 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
47 and directing the Contractor to proceed with the Work and establishing the date on which
48 the Contract time begins.
49

50 **Traffic**

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

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Bid Procedures and Conditions

Prequalification of Bidders

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

(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	4	Furnished automatically upon award.
Contract Provisions	4	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

Examination of Plans, Specifications and Site of Work

General

1-02.4(1) General

(June 24, 2021 APWA GSP Option B)

1 The first sentence of the seventh paragraph, beginning with "Any prospective Bidder
2 desiring...", is revised to read:

3
4 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,
5 shall request the explanation or interpretation in writing by close of business ***five
6 (5)*** business days preceding the bid opening to allow a written reply to reach all
7 prospective Bidders before the submission of their Bids.
8

9 **1-02.5 Proposal Forms**
10 *(July 31, 2017 APWA GSP)*

11
12 Delete this section and replace it with the following:

13
14 The Proposal Form will identify the project and its location and describe the work. It will
15 also list estimated quantities, units of measurement, the items of work, and the materials
16 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal
17 form that call for, but are not limited to, unit prices; extensions; summations; the total bid
18 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment
19 of addenda; the bidder's name, address, telephone number, and signature; the bidder's
20 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's
21 Registration Number; and a Business License Number, if applicable. Bids shall be
22 completed by typing or shall be printed in ink by hand, preferably in black ink. The
23 required certifications are included as part of the Proposal Form.
24

25 The Contracting Agency reserves the right to arrange the proposal forms with alternates
26 and additives, if such be to the advantage of the Contracting Agency. The bidder shall
27 bid on all alternates and additives set forth in the Proposal Form unless otherwise
28 specified.
29

30 **Preparation of Proposal**

31
32 *(August 2, 2004)*

33 The fifth and sixth paragraphs of Section 1-02.6 are deleted.
34

35 **1-02.7 Bid Deposit**
36 *(March 8, 2013 APWA GSP)*

37
38 Supplement this section with the following:

39
40 Bid bonds shall contain the following:

- 41 1. Contracting Agency-assigned number for the project;
- 42 2. Name of the project;
- 43 3. The Contracting Agency named as obligee;
- 44 4. The amount of the bid bond stated either as a dollar figure or as a percentage which
45 represents five percent of the maximum bid amount that could be awarded;
- 46 5. Signature of the bidder's officer empowered to sign official statements. The signature
47 of the person authorized to submit the bid should agree with the signature on the
48 bond, and the title of the person must accompany the said signature;
- 49 6. The signature of the surety's officer empowered to sign the bond and the power of
50 attorney.

1
2 If so stated in the Contract Provisions, bidder must use the bond form included in the
3 Contract Provisions.
4

5 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.
6

7 **1-02.9 Delivery of Proposal**
8 *(July 14, 2016 SkagitR)*
9

10 Delete Section 1-02.9 and replace it with the following:
11

12 Each proposal shall be submitted in a sealed envelope, with the Project Name and Project
13 Number as stated in the Call for Bids clearly marked on the outside of the envelope, or
14 as otherwise required in the Bid Documents, to ensure proper handling and delivery.
15

16 The Contracting Agency will not open or consider any Bid Proposal that is received after
17 the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location
18 other than that specified in the Call for Bids.
19

20 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**
21 *(July 23, 2015 APWA GSP)*
22

23 Delete this section, and replace it with the following:
24

25 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may
26 withdraw, revise, or supplement it if:
27

- 28 1. The Bidder submits a written request signed by an authorized person and
- 29 physically delivers it to the place designated for receipt of Bid Proposals, and
- 30 2. The Contracting Agency receives the request before the time set for receipt of
- 31 Bid Proposals, and
- 32 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
- 33 Agency before the time set for receipt of Bid Proposals.
34

35 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received
36 before the time set for receipt of Bid Proposals, the Contracting Agency will return the
37 unopened Proposal package to the Bidder. The Bidder must then submit the revised or
38 supplemented package in its entirety. If the Bidder does not submit a revised or
39 supplemented package, then its bid shall be considered withdrawn.
40

41 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
42 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed
43 requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.
44

45 **Public Opening of Proposals**
46

47 Section 1-02.12 is supplemented with the following:
48

49 ***(August 3, 2015)***

50 ***Date of Opening Bids***

51 The bid opening date for this project is May 9, 2022, Bids received will be publicly opened
52 and read after 2:30 P.M. Pacific Time on this date.

Bids may be hand delivered to: The reception desk of Skagit County Commissioners Office, located at 1800 Continental Place, Mount Vernon, WA.
Or mailed to; Skagit County Commissioners, 1800 Continental Place, Suite 100, Mount Vernon, Washington, 98273.

1-02.13 Irregular Proposals
(October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The 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 Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;

- 1 d. A member of a joint venture or partnership and the joint venture or
2 partnership submit Proposals for the same project (in such an instance, both
3 Bids may be rejected); or
4 e. If Proposal form entries are not made in ink.
5

6 **1-02.14 Disqualification of Bidders**

7 *(May 17, 2018 APWA GSP, Option A)*
8

9 Delete this section and replace it with the following:
10

11 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder
12 responsibility criteria in RCW 39.04.350(1), as amended.
13

14 The Contracting Agency will verify that the Bidder meets the mandatory bidder
15 responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the
16 Contracting Agency reserves the right to request documentation as needed from the
17 Bidder and third parties concerning the Bidder's compliance with the mandatory bidder
18 responsibility criteria.
19

20 If the Contracting Agency determines the Bidder does not meet the mandatory bidder
21 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the
22 Contracting Agency shall notify the Bidder in writing, with the reasons for its determination.
23 If the Bidder disagrees with this determination, it may appeal the determination within two
24 (2) business days of the Contracting Agency's determination by presenting its appeal and
25 any additional information to the Contracting Agency. The Contracting Agency will
26 consider the appeal and any additional information before issuing its final determination.
27 If the final determination affirms that the Bidder is not responsible, the Contracting Agency
28 will not execute a contract with any other Bidder until at least two business days after the
29 Bidder determined to be not responsible has received the Contracting Agency's final
30 determination.
31

32 **1-02.15 Pre Award Information**

33 *(August 14, 2013 APWA GSP)*
34

35 Revise this section to read:
36

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

- 39 1. A complete statement of the origin, composition, and manufacture of any or all
40 materials to be used,
41 2. Samples of these materials for quality and fitness tests,
42 3. A progress schedule (in a form the Contracting Agency requires) showing the order
43 of and time required for the various phases of the work,
44 4. A breakdown of costs assigned to any bid item,
45 5. Attendance at a conference with the Engineer or representatives of the Engineer,
46 6. Obtain, and furnish a copy of, a business license to do business in the city or county
47 where the work is located.
48 7. Any other information or action taken that is deemed necessary to ensure that the
49 bidder is the lowest responsible bidder.
50
51

Award and Execution of Contract

1-03.1(1) Identical Bid Totals

(January 4, 2016 APWA GSP)

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

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 twenty one (21) 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.

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 ten (10) additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

1 (July 23, 2015 APWA GSP)

2
3 Delete the first paragraph and replace it with the following:

4
5 The successful bidder shall provide executed payment and performance bond(s) for the
6 full contract amount. The bond may be a combined payment and performance bond; or
7 be separate payment and performance bonds. In the case of separate payment and
8 performance bonds, each shall be for the full contract amount. The bond(s) shall:

- 9 1. Be on Contracting Agency-furnished form(s);
10 2. Be signed by an approved surety (or sureties) that:
11 a. Is registered with the Washington State Insurance Commissioner, and
12 b. Appears on the current Authorized Insurance List in the State of Washington
13 published by the Office of the Insurance Commissioner,
14 3. Guarantee that the Contractor will perform and comply with all obligations, duties,
15 and conditions under the Contract, including but not limited to the duty and obligation
16 to indemnify, defend, and protect the Contracting Agency against all losses and
17 claims related directly or indirectly from any failure:
18 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
19 subcontractors of the Contractor) to faithfully perform and comply with all contract
20 obligations, conditions, and duties, or
21 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
22 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
23 subcontractors, material person, or any other person who provides supplies or
24 provisions for carrying out the work;
25 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
26 project under titles 50, 51, and 82 RCW; and
27 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign
28 the bond; and
29 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
30 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed
31 by the president or vice president, unless accompanied by written proof of the
32 authority of the individual signing the bond(s) to bind the corporation (i.e., corporate
33 resolution, power of attorney, or a letter to such effect signed by the president or vice
34 president).

35
36 **1-03.7 Judicial Review**

37 (November 30, 2018 APWA GSP)

38
39 Revise this section to read:

40
41 Any decision made by the Contracting Agency regarding the Award and execution of the
42 Contract or Bid rejection shall be conclusive subject to the scope of judicial review
43 permitted under Washington Law. Such review, if any, shall be timely filed in the Superior
44 Court of the county where the Contracting Agency headquarters is located, provided that
45 where an action is asserted against a county, RCW 36.01.050 shall control venue and
46 jurisdiction.
47

48 **Scope of the Work**

1 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
2 **Specifications, and Addenda**
3 *(December 10, 2020 APWA GSP)*
4

5 Revise the second paragraph to read:

6
7 Any inconsistency in the parts of the contract shall be resolved by following this order of
8 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 9 1. Addenda,
- 10 2. Proposal Form,
- 11 3. Special Provisions,
- 12 4. Contract Plans,
- 13 5. Standard Specifications,
- 14 6. Contracting Agency's Standard Plans or Details (if any), and
- 15 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
- 16

17 **Control of Work**

18
19 **1-05.4 Conformity With And Deviations From Plans And Stakes**
20

21 Section 1-05.4 is supplemented with the following:

22
23 The Project Engineer shall furnish to the Contractor all principal lines, grades, and
24 measurements that the Project Engineer and Landscape Architect deems necessary for
25 completion of the work. This will be limited to six or seven visits by the survey crew during
26 construction. These shall generally consist of:

- 27 1. Clearing Limits, Striping Limits, saw cuts, and swale
- 28 2. Culverts and Walls
- 29 3. RV site, sewer, water and electrical
- 30 4. Plaza rough grades
- 31 5. Plaza finish grades
- 32 6. Irrigation and water
- 33 7. Northwest gravel path grade, bench locations and grading, permanent fences
- 34
- 35

36 **1-05.11 Final Inspection**
37

38 Delete this section and replace it with the following:

39
40 **1-05.11 Final Inspections and Operational Testing**
41 *(October 1, 2005 APWA GSP)*
42

43 **1-05.11(1) Substantial Completion Date**
44

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

1
2 If, after this inspection, the Engineer concurs with the Contractor that the work is
3 substantially complete and ready for its intended use, the Engineer, by written notice to
4 the Contractor, will set the Substantial Completion Date. If, after this inspection the
5 Engineer does not consider the work substantially complete and ready for its intended
6 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
7 therefor.
8

9 Upon receipt of written notice concurring in or denying substantial completion, whichever
10 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
11 interruption, the work necessary to reach Substantial and Physical Completion. The
12 Contractor shall provide the Engineer with a revised schedule indicating when the
13 Contractor expects to reach substantial and physical completion of the work.
14

15 The above process shall be repeated until the Engineer establishes the Substantial
16 Completion Date and the Contractor considers the work physically complete and ready for
17 final inspection.
18

19 **1-05.11(2) Final Inspection and Physical Completion Date**

20

21 When the Contractor considers the work physically complete and ready for final
22 inspection, the Contractor by written notice, shall request the Engineer to schedule a
23 final inspection. The Engineer will set a date for final inspection. The Engineer and the
24 Contractor will then make a final inspection and the Engineer will notify the Contractor in
25 writing of all particulars in which the final inspection reveals the work incomplete or
26 unacceptable. The Contractor shall immediately take such corrective measures as are
27 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,
28 diligently, and without interruption until physical completion of the listed deficiencies. This
29 process will continue until the Engineer is satisfied the listed deficiencies have been
30 corrected.
31

32 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
33 written notice listing the deficiencies, the Engineer may, upon written notice to the
34 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
35 Section 1-05.7.

36 The Contractor will not be allowed an extension of contract time because of a delay in
37 the performance of the work attributable to the exercise of the Engineer's right
38 hereunder.
39

40 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
41 Contracting Agency, in writing, of the date upon which the work was considered physically
42 complete. That date shall constitute the Physical Completion Date of the contract, but shall
43 not imply acceptance of the work or that all the obligations of the Contractor under the
44 contract have been fulfilled.
45

46 **1-05.11(3) Operational Testing**

47

48 It is the intent of the Contracting Agency to have at the Physical Completion Date a
49 complete and operable system. Therefore when the work involves the installation of
50 machinery or other mechanical equipment; street lighting, electrical distribution or signal
51 systems; irrigation systems; buildings; or other similar work it may be desirable for the
52 Engineer to have the Contractor operate and test the work for a period of time after final

inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

1-05.13 Superintendents, Labor and Equipment of Contractor
(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices
(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

Add the following new section:

1-05.16 Water and Power
(October 1, 2005 APWA GSP)

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

Legal Relations and Responsibilities to the Public

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

2 *(October 1, 2005 APWA GSP)*

3
4 Supplement this section with the following:

5
6 In cases of conflict between different safety regulations, the more stringent regulation
7 shall apply.

8
9 The Washington State Department of Labor and Industries shall be the sole and
10 paramount administrative agency responsible for the administration of the provisions of
11 the Washington Industrial Safety and Health Act of 1973 (WISHA).

12
13 The Contractor shall maintain at the project site office, or other well known place at the
14 project site, all articles necessary for providing first aid to the injured. The Contractor
15 shall establish, publish, and make known to all employees, procedures for ensuring
16 immediate removal to a hospital, or doctor's care, persons, including employees, who
17 may have been injured on the project site. Employees should not be permitted to work
18 on the project site before the Contractor has established and made known procedures
19 for removal of injured persons to a hospital or a doctor's care.

20
21 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of
22 the Contractor's plant, appliances, and methods, and for any damage or injury resulting
23 from their failure, or improper maintenance, use, or operation. The Contractor shall be
24 solely and completely responsible for the conditions of the project site, including safety
25 for all persons and property in the performance of the work. This requirement shall apply
26 continuously, and not be limited to normal working hours. The required or implied duty of
27 the Engineer to conduct construction review of the Contractor's performance does not,
28 and shall not, be intended to include review and adequacy of the Contractor's safety
29 measures in, on, or near the project site.

30
31
32 **1-07.2 State Taxes**

33
34 Delete this section, including its sub-sections, in its entirety and replace it with the following:

35
36 **1-07.2 State Sales Tax**

37 *(June 27, 2011 APWA GSP)*

38
39 The Washington State Department of Revenue has issued special rules on the State
40 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
41 Contractor should contact the Washington State Department of Revenue for answers to
42 questions in this area. The Contracting Agency will not adjust its payment if the
43 Contractor bases a bid on a misunderstood tax liability.

44
45 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
46 contract amounts. In some cases, however, state retail sales tax will not be included.
47 Section 1-07.2(2) describes this exception.

48
49 The Contracting Agency will pay the retained percentage (or release the Contract Bond if
50 a FHWA-funded Project) only if the Contractor has obtained from the Washington State
51 Department of Revenue a certificate showing that all contract-related taxes have been
52 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the

1 Contractor any amount the Contractor may owe the Washington State Department of
2 Revenue, whether the amount owed relates to this contract or not. Any amount so
3 deducted will be paid into the proper State fund.
4

5 **1-07.2(1) State Sales Tax — Rule 171**
6

7 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
8 roads, etc., which are owned by a municipal corporation, or political subdivision of the
9 state, or by the United States, and which are used primarily for foot or vehicular traffic.
10 This includes storm or combined sewer systems within and included as a part of the
11 street or road drainage system and power lines when such are part of the roadway
12 lighting system. For work performed in such cases, the Contractor shall include
13 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract
14 amounts, including those that the Contractor pays on the purchase of the materials,
15 equipment, or supplies used or consumed in doing the work.
16

17 **1-07.2(2) State Sales Tax — Rule 170**
18

19 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
20 existing buildings, or other structures, upon real property. This includes, but is not
21 limited to, the construction of streets, roads, highways, etc., owned by the state of
22 Washington; water mains and their appurtenances; sanitary sewers and sewage
23 disposal systems unless such sewers and disposal systems are within, and a part of, a
24 street or road drainage system; telephone, telegraph, electrical power distribution lines,
25 or other conduits or lines in or above streets or roads, unless such power lines become a
26 part of a street or road lighting system; and installing or attaching of any article of
27 tangible personal property in or to real property, whether or not such personal property
28 becomes a part of the realty by virtue of installation.
29

30 For work performed in such cases, the Contractor shall collect from the Contracting
31 Agency, retail sales tax on the full contract price. The Contracting Agency will
32 automatically add this sales tax to each payment to the Contractor. For this reason, the
33 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other
34 contract amount subject to Rule 170, with the following exception.
35

36 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
37 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
38 consumable supplies not integrated into the project. Such sales taxes shall be included
39 in the unit bid item prices or in any other contract amount.
40

41 **1-07.2(3) Services**
42

43 The Contractor shall not collect retail sales tax from the Contracting Agency on any
44 contract wholly for professional or other services (as defined in Washington State
45 Department of Revenue Rules 138 and 244).
46

47 **Load Limits**
48

49 Section 1-07.7 is supplemented with the following:
50

51 (March 13, 1995)

1 If the sources of materials provided by the Contractor necessitates hauling over roads
2 other than State Highways, the Contractor shall, at the Contractor's expense, make all
3 arrangements for the use of the haul routes.
4

5 **Contractor's Responsibility for Work**

6 **Public Liability and Property Damage Insurance**

7 **1-07.18 Public Liability and Property Damage Insurance**

8
9 Delete this section in its entirety, and replace it with the following:
10

11 **1-07.18 Insurance**

12 *(January 4, 2016 APWA GSP)*
13

14 **1-07.18(1) General Requirements**

- 15
16 A. The Contractor shall procure and maintain the insurance described in all subsections of
17 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best
18 rating of not less than A-: VII and licensed to do business in the State of Washington.
19 The Contracting Agency reserves the right to approve or reject the insurance provided,
20 based on the insurer's financial condition.
21
22 B. The Contractor shall keep this insurance in force without interruption from the
23 commencement of the Contractor's Work through the term of the Contract and for thirty
24 (30) days after the Physical Completion date, unless otherwise indicated below.
25
26 C. If any insurance policy is written on a claims made form, its retroactive date, and that of
27 all subsequent renewals, shall be no later than the effective date of this Contract. The
28 policy shall state that coverage is claims made, and state the retroactive date. Claims-
29 made form coverage shall be maintained by the Contractor for a minimum of 36 months
30 following the Completion Date or earlier termination of this Contract, and the Contractor
31 shall annually provide the Contracting Agency with proof of renewal. If renewal of the
32 claims made form of coverage becomes unavailable, or economically prohibitive, the
33 Contractor shall purchase an extended reporting period ("tail") or execute another form of
34 guarantee acceptable to the Contracting Agency to assure financial responsibility for
35 liability for services performed.
36
37 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or
38 Umbrella Liability insurance policies shall be primary and non-contributory insurance as
39 respects the Contracting Agency's insurance, self-insurance, or self-insured pool
40 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the
41 Contracting Agency shall be excess of the Contractor's insurance and shall not contribute
42 with it.
43
44 E. The Contractor shall provide the Contracting Agency and all additional insureds with
45 written notice of any policy cancellation, within two business days of their receipt of such
46 notice.
47
48 F. The Contractor shall not begin work under the Contract until the required insurance has
49 been obtained and approved by the Contracting Agency
50
51

- 1 G. Failure on the part of the Contractor to maintain the insurance as required shall
2 constitute a material breach of contract, upon which the Contracting Agency may, after
3 giving five business days' notice to the Contractor to correct the breach, immediately
4 terminate the Contract or, at its discretion, procure or renew such insurance and pay any
5 and all premiums in connection therewith, with any sums so expended to be repaid to the
6 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,
7 offset against funds due the Contractor from the Contracting Agency.
8
- 9 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices
10 of the Contract and no additional payment will be made.
11
- 12 **1-07.18(2) Additional Insured**
13 All insurance policies, with the exception of Workers Compensation, and of Professional
14 Liability and Builder's Risk (if required by this Contract) shall name the following listed
15 entities as additional insured(s) using the forms or endorsements required herein:
16 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
17 volunteers
18
- 19 The above-listed entities shall be additional insured(s) for the full available limits of liability
20 maintained by the Contractor, irrespective of whether such limits maintained by the
21 Contractor are greater than those required by this Contract, and irrespective of whether the
22 Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits
23 lower than those maintained by the Contractor.
24
- 25 For Commercial General Liability insurance coverage, the required additional insured
26 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing
27 operations and CG 20 37 10 01 for completed operations.
28
- 29 **1-07.18(3) Subcontractors**
30 The Contractor shall cause each Subcontractor of every tier to provide insurance coverage
31 that complies with all applicable requirements of the Contractor-provided insurance as set
32 forth herein, except the Contractor shall have sole responsibility for determining the limits of
33 coverage required to be obtained by Subcontractors.
34
- 35 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in
36 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by
37 that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20
38 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
39
- 40 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
41 Agency evidence of insurance and copies of the additional insured endorsements of each
42 Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.
43
- 44 **1-07.18(4) Verification of Coverage**
45 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
46 endorsements for each policy of insurance meeting the requirements set forth herein when
47 the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to
48 demand such verification of coverage with these insurance requirements or failure of
49 Contracting Agency to identify a deficiency from the insurance documentation provided shall
50 not be construed as a waiver of Contractor's obligation to maintain such insurance.
51
- 52 Verification of coverage shall include:

- 1 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 2 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
- 3 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may
- 4 submit a copy of any blanket additional insured clause from its policies instead of a
- 5 separate endorsement.
- 6 3. Any other amendatory endorsements to show the coverage required herein.
- 7 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy
- 8 these requirements – actual endorsements must be submitted.
- 9

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

15 **1-07.18(5) Coverages and Limits**

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

21
22 All deductibles and self-insured retentions must be disclosed and are subject to approval by
23 the Contracting Agency. The cost of any claim payments falling within the deductible or self-
24 insured retention shall be the responsibility of the Contractor. In the event an additional
25 insured incurs a liability subject to any policy's deductibles or self-insured retention, said
26 deductibles or self-insured retention shall be the responsibility of the Contractor.

28 **1-07.18(5)A Commercial General Liability**

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

35
36 The Commercial General Liability insurance shall be endorsed to provide a per project
37 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

38
39 Contractor shall maintain Commercial General Liability Insurance arising out of the
40 Contractor's completed operations for at least three years following Substantial Completion
41 of the Work.

42
43 Such policy must provide the following minimum limits:

44	\$1,000,000	Each Occurrence
45	\$2,000,000	General Aggregate
46	\$2,000,000	Products & Completed Operations Aggregate
47	\$1,000,000	Personal & Advertising Injury each offence
48	\$1,000,000	Stop Gap / Employers' Liability each accident

50 **1-07.18(5)B Automobile Liability**

1 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be
2 written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the
3 transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48
4 endorsements.
5
6 Such policy must provide the following minimum limit:
7 \$1,000,000 Combined single limit each accident
8
9 **1-07.18(5)C Workers' Compensation**
10 The Contractor shall comply with Workers' Compensation coverage as required by the
11 Industrial Insurance laws of the State of Washington.
12
13

14 **1-08 PROSECUTION AND PROGRESS**

15
16 Add the following new section:
17

18 **1-08.0 Preliminary Matters** 19 (May 25, 2006 APWA GSP) 20

21 **1-08.0(1) Preconstruction Conference** 22 (October 10, 2008 APWA GSP) 23

24 Prior to the Contractor beginning the work, a preconstruction conference will be held
25 between the Contractor, the Engineer and such other interested parties as may be
26 invited. The purpose of the preconstruction conference will be:

- 27 1. To review the initial progress schedule;
- 28 2. To establish a working understanding among the various parties associated or
29 affected by the work;
- 30 3. To establish and review procedures for progress payment, notifications, approvals,
31 submittals, etc.;
- 32 4. To establish normal working hours for the work;
- 33 5. To review safety standards and traffic control; and
- 34 6. To discuss such other related items as may be pertinent to the work.
35

36 The Contractor shall prepare and submit at the preconstruction conference the following:

- 37 1. A breakdown of all lump sum items;
- 38 2. A preliminary schedule of working drawing submittals; and
- 39 3. A list of material sources for approval if applicable.
40

41 Add the following new section:
42

43 **1-08.0(2) Hours of Work** 44 (December 8, 2014 APWA GSP) 45

46 Except in the case of emergency or unless otherwise approved by the Engineer, the
47 normal working hours for the Contract shall be any consecutive 8-hour period between
48 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the

Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than five (5) days prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

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

1-08.1 Subcontracting

(December 19, 2019 APWA GSP, Option A)

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these

subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection.

A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (WSDOT Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004).

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

The ninth paragraph, beginning with "On all projects, ..." is revised to read:

The Contractor shall certify to the actual amount received from the Contracting Agency and amounts paid to all firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This includes all Disadvantaged, Minority, Small, Veteran or Women's Business Enterprise firms. This Certification shall be submitted to the Engineer on a monthly basis each month between Execution of the Contract and Physical Completion of the Contract using the application available at: <https://wsdot.diversitycompliance.com>. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.

Progress Schedule

1-08.3(2)A Type A Progress Schedule (March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit 3 (three) copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work (July 23, 2015 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed

has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

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

Time for Completion

Section 1-08.5 is supplemented with the following:

(March 13, 1995)

This project shall be physically completed by Friday, September 30, 2022.

1-08.5 Time for Completion

(November 30, 2018 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

- 1 1. The physical work on the project must be complete; and
- 2 2. The Contractor must furnish all documentation required by the contract and required
- 3 by law, to allow the Contracting Agency to process final acceptance of the contract.
- 4 The following documents must be received by the Project Engineer prior to
- 5 establishing a completion date:
- 6 a. Certified Payrolls (per Section 1-07.9(5)).
- 7 b. Material Acceptance Certification Documents
- 8 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the
- 9 Contract Provisions.
- 10 d. Final Contract Voucher Certification
- 11 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor
- 12 and all Subcontractors
- 13 f. A copy of the Notice of Termination sent to the Washington State Department of
- 14 Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the
- 15 Notice of Termination by Ecology; and no rejection of the Notice of Termination
- 16 by Ecology. This requirement will not apply if the Construction Stormwater
- 17 General Permit is transferred back to the Contracting Agency in accordance with
- 18 Section 8-01.3(16).
- 19 g. Property owner releases per Section 1-07.24
- 20

21 **1-08.9 Liquidated Damages**

22 *(March 3, 2021 APWA GSP, Option B)*

23

24 Revise the second and third paragraphs to read:

25

26 Accordingly, the Contractor agrees:

27

- 28 1. To pay (according to the following formula) liquidated damages for each
- 29 working day beyond the number of working days established for Physical
- 30 Completion, and
- 31
- 32 2. To authorize the Engineer to deduct these liquidated damages from any
- 33 money due or coming due to the Contractor.
- 34

35

36 **Liquidated Damages Formula**

37

$$38 \text{ LD} = 0.15C/T$$

39

40 Where:

41

42 LD = liquidated damages per working day (rounded to the nearest dollar)

43

44 C = original Contract amount

45

46 T = original time for Physical Completion

47

48 When the Contract Work has progressed to Substantial Completion as defined in the

49 Contract, the Engineer may determine the Contract Work is Substantially Complete. The

50 Engineer will notify the Contractor in writing of the Substantial Completion Date. For

overruns in Contract time occurring after the date so established, the formula for

liquidated damages shown above will not apply. For overruns in Contract time occurring

after the Substantial Completion Date, liquidated damages shall be assessed on the

basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

Measurement and Payment

Weighing Equipment

General Requirements for Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment

(July 23, 2015 APWA GSP, Option 2)

Revise item 4 of the fifth paragraph to read:

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

1-09.2(5) Measurement

(May 2, 2017 APWA GSP)

Revise the first paragraph to read:

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

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

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

1-09.9 Payments

(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

1
2 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
3 Preconstruction Conference, to enable the Project Engineer to determine the Work
4 performed on a monthly basis. A breakdown is not required for lump sum items that
5 include a basis for incremental payments as part of the respective Specification. Absent
6 a lump sum breakdown, the Project Engineer will make a determination based on
7 information available. The Project Engineer's determination of the cost of work shall be
8 final.

9
10 Progress payments for completed work and material on hand will be based upon
11 progress estimates prepared by the Engineer. A progress estimate cutoff date will be
12 established at the preconstruction conference.
13

14 The initial progress estimate will be made not later than 30 days after the Contractor
15 commences the work, and successive progress estimates will be made every month
16 thereafter until the Completion Date. Progress estimates made during progress of the
17 work are tentative, and made only for the purpose of determining progress payments.
18 The progress estimates are subject to change at any time prior to the calculation of the
19 final payment.
20

21 The value of the progress estimate will be the sum of the following:

- 22 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of
23 work completed multiplied by the unit price.
- 24 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum
25 breakdown for that item, or absent such a breakdown, based on the Engineer's
26 determination.
- 27 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site
28 or other storage area approved by the Engineer.
- 29 4. Change Orders — entitlement for approved extra cost or completed extra work as
30 determined by the Engineer.
31

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

- 33 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 34 2. The amount of progress payments previously made; and
- 35 3. Funds withheld by the Contracting Agency for disbursement in accordance with the
36 Contract Documents.
37

38 Progress payments for work performed shall not be evidence of acceptable performance
39 or an admission by the Contracting Agency that any work has been satisfactorily
40 completed. The determination of payments under the contract will be final in accordance
41 with Section 1-05.1.
42

43 ***Retainage***

44

45 Section 1-09.9(1) content and title is deleted and replaced with the following:
46

47 **(June 27, 2011)**
48 **Vacant**
49

1 **1-09.11(3) Time Limitation and Jurisdiction**
2 *(November 30, 2018 APWA GSP)*

3
4 Revise this section to read:

5
6 For the convenience of the parties to the Contract it is mutually agreed by the parties that
7 any claims or causes of action which the Contractor has against the Contracting Agency
8 arising from the Contract shall be brought within 180 calendar days from the date of final
9 acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further
10 agreed that any such claims or causes of action shall be brought only in the Superior Court
11 of the county where the Contracting Agency headquarters is located, provided that where
12 an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.
13 The parties understand and agree that the Contractor's failure to bring suit within the time
14 period provided, shall be a complete bar to any such claims or causes of action. It is further
15 mutually agreed by the parties that when any claims or causes of action which the
16 Contractor asserts against the Contracting Agency arising from the Contract are filed with
17 the Contracting Agency or initiated in court, the Contractor shall permit the Contracting
18 Agency to have timely access to any records deemed necessary by the Contracting
19 Agency to assist in evaluating the claims or action.

20
21 **1-09.13(3) Claims \$250,000 or Less**
22 *(October 1, 2005 APWA GSP)*

23
24 Delete this section and replace it with the following:

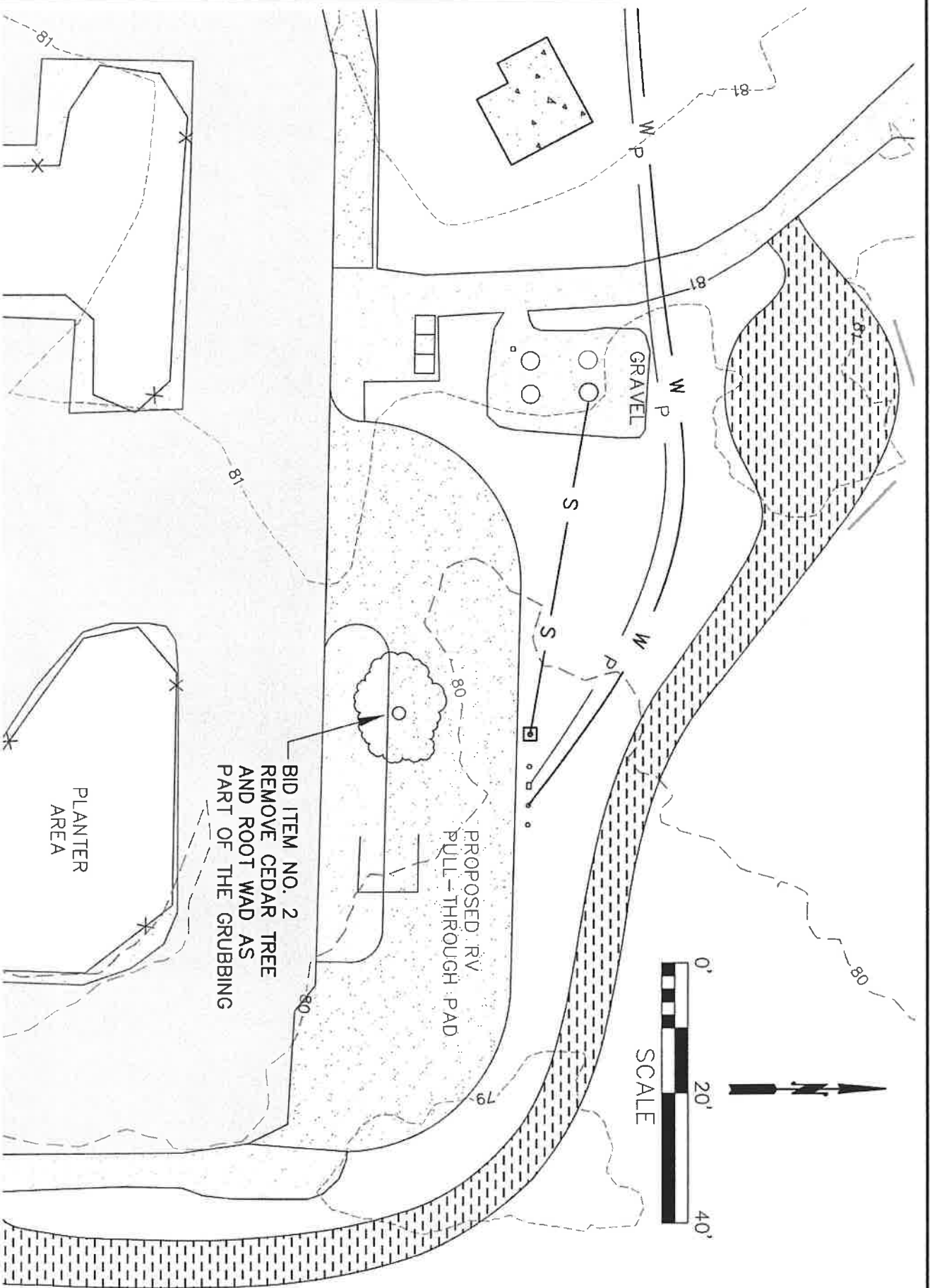
25
26 The Contractor and the Contracting Agency mutually agree that those claims that total
27 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by
28 nonbinding ADR processes, shall be resolved through litigation unless the parties mutually
29 agree in writing to resolve the claim through binding arbitration.

30
31 **1-09.13(3)A Administration of Arbitration**
32 *(November 30, 2018 APWA GSP)*

33
34 Revise the third paragraph to read:

35
36 The Contracting Agency and the Contractor mutually agree to be bound by the decision of
37 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in
38 the Superior Court of the county in which the Contracting Agency's headquarters is
39 located, provided that where claims subject to arbitration are asserted against a county,
40 RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of
41 the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall
42 use the Contract as a basis for decisions.

43



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ADDENDUM #1-BID ITEM NO. 2

NRSA TRAILHEAD AND PARK

PROJECT NO. RCO 18-1609

SKAGIT COUNTY, WA

DRAWING: 5867SP.DWG

JOB NO.: 5867

DATE: 4/27/2022

END OF ADDENDUM No. 1

**Additional information including questions and answers will be distributed in
Addendum #2, if needed.**

**THIS ADDENDUM MUST BE ACKNOWLEDGED BY SIGNATURE ON
THE REVISED PROPOSAL PACKET DATED APRIL 27, 2022**

DATE OF BID OPENING: Monday, May 9, 2022 at 2:30 pm



Brian Adams
Director, Parks & Recreation



John B. Semrau, PE & PLS