



PUBLIC WORKS DEPARTMENT

LAKE BOREN PARK IMPROVEMENTS - PHASE I: CROSTOWN TRAIL CIP NO. P-022

**INVITATION TO BID
March 15, 2023**

Design Consultant:

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Approved for Construction by:

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CONTRACT BID DOCUMENTS

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CITY OF NEWCASTLE

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CIP Project: P-022**

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PART 1

INVITATION TO BID

**INVITATION TO BID
CITY OF NEWCASTLE**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Newcastle, Washington, until **2:00 PM EXACTLY** local time on April 6, 2023 at which time bids will be opened publicly and read online and in-person.

The City of Newcastle seeks a contractor to furnish all labor, materials, and equipment necessary to complete the project referenced below.

<p>LAKE BOREN PARK IMPROVEMENTS – PHASE 1: CROSSTOWN TRAIL <i>CIP NO. P-022</i></p>
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Bids will be received electronically at the following website:

<https://mrscrosters.bonfirehub.com/opportunities/87417>

Bidders who sign up and demonstrate an intent to bid will be provided with an invitation to attend an optional public bid opening, held virtually and in-person at Newcastle City Hall Council Chambers at the bid opening date. Bids will be unsealed publicly and will be immediately available on Bonfire for review remotely by all bidders.

The work for the Lake Boren Park Boardwalk project would create pedestrian circulation elements along the southern end of Lake Boren. This includes 2 viewing areas, approximately one acre of habitat enhancement/restoration, an information kiosk, approximately 300 lineal feet of elevated boardwalk, and 300 lineal feet of pathways on terra firma. It does not require utilities other than water for irrigation, which will tie into an existing water meter at Lake Boren. For stormwater flow control, the trail will sheet flow and utilize basic dispersion with a minimum vegetated flow path of 10 feet and other work indicated in the Contract Provisions.

The estimated construction cost is \$1,031,000.00.

The work shall be completed within [115 working days] after the commencement date stated in the Notice to Proceed.

Plans, specifications, and addenda for this project may be viewed online at the MRSC Roster Bonfire electronic bidding portal at <https://mrscrosters.bonfirehub.com/>. Free vendor registration is required to use this platform. It is the Bidder's responsibility to check for addenda and other new documents online.

Proposals are to be submitted only on the forms provided with Part 3 of these Contract Provisions. Substitutions will not be accepted during the bid process.

Each bid must be accompanied by a certified check, cashier's check, or surety company bid bond, on a form acceptable to the City, from a State-licensed Surety Company as surety, in an amount not less than five percent (5%) of the bid amount, payable to the City of Newcastle. Bid bonds should be uploaded as a PDF to the bonfire platform and mailed to City of Newcastle before the bid opening date. A one hundred percent (100%) Contract Bond must be submitted by the Successful Low Bidder (herein after "Contractor").

Incomplete proposals and proposals received after the time fixed for the opening will not be accepted or considered. Faxed or emailed responses are not acceptable. Bid results will be made available on the City website, <http://www.newcastlewa.gov/bids>.

All bidders must certify that they are not on the Comptroller General's list of ineligible contractors or on the list of parties excluded from Federal procurement or non-procurement programs. Bids may not be withdrawn after bid opening.

Financing of the Project has been provided by a King County Parks Capital & Open Space Grant, and the City of Newcastle, Washington. The City of Newcastle 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.

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

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PART 2

**INSTRUCTIONS FOR BIDDERS
AND
GENERAL TERMS AND CONDITIONS**

INSTRUCTIONS FOR BIDDERS AND GENERAL TERMS AND CONDITIONS

1. STANDARD SPECIFICATIONS

Bidding shall be in strict accordance with the 2022 Standard Specifications for Road, Bridge and Municipal Construction, issued by the Washington Department of Transportation (WSDOT), as modified or supplemented by the Special Provisions (hereafter, "Specification" or "Specifications"). Deletion, amendment, alteration or additions to any subsection or portion of the Standard Specifications shall pertain only to that portion of the section, and the balance shall continue to be in force. Bidders shall obtain these publications at the Bidder's own expense. The WSDOT specifications can be found at www.wsdot.wa.gov/publications/manuals. For all technical specifications related to project, refer to Appendix C for sections that supersede WSDOT specifications in Berger Partnership's Project Manual unless otherwise noted.

2. BID FORM

No bid shall be considered except those submitted on the Bid Proposal forms included with the Contract Provisions. Substitutions will not be accepted during the bid process.

3. INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any Bidder as to the meaning of the bid or Contract Documents; and any oral communication is not binding upon the City of Newcastle. Requests for an interpretation or questions must be directed via email to David de la Cruz at DaviC@newcastlewa.gov. Questions via phone or in person will not be accepted. **Bidders shall submit questions no later than 5:00pm four (4) working days before the bid opening.** Any interpretation deemed necessary by the City will be in the form of an addendum to the Bid documents. Addendums will be posted on the MRSC Electronic Bidding Portal at <https://mrscrosters.bonfirehub.com>. All such addenda shall become part of the bid specifications. Where a response or addendum from the City cannot be obtained prior to the bid opening, it is understood that the Bidder has made provisions for a more costly method before submitting the bid. Where conflicts or omissions occur in Plans, Specifications, or other related Contract Documents, Bidders shall assume the more stringent requirements and verify with the City before beginning work.

4. ADDENDA

No alteration or modification of the terms and conditions of these Contract Documents will be binding unless included in a written addendum issued and approved by the City. Bidders are responsible for checking the project posting on the MRSC Electronic Bidding Portal for the issuance of any addenda prior to submitting a bid. Bids shall reflect performance according to the Addenda. No Bid Bond shall be released for failure to consider Addenda.

5. SIGNATURE

Each bid must be signed in longhand by the Bidder with the Bidder's usual signature. Bids by partnership must be signed by one of the managing partners, followed by the partner's printed

name. Bids by corporations must be signed by an officer having authority to sign, followed by the officer's printed name and position.

6. BID BOND

A Bid Bond is required, See Part 3.

7. PRE-BID CONFERENCE

There is no Pre-bid Conference associated with this bid.

8. NON-COLLUSION

By bid signature, the Bidder certifies that the Bid is non-collusive, and not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a sham offer, or to refrain from proposing.

9. GIFTS

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Bidder or a **Successful Low Bidder (herein after "Contractor")** awarded the contract, shall not give a gift of any kind to City employees or officials, at any time, even after award of a contract.

10. SUBMISSION OF BIDS

To receive consideration, bids must be submitted prior to the specified time for opening through the online Bonfire Platform linked below. The City assumes no responsibility for delayed delivery. No oral, telephonic, email or facsimile bids or modifications will be accepted. Any bid or modification of a bid received at the City of Newcastle after the stated time and date for the bid closing will not be accepted or considered.

Upload electronic bid to: <https://mrscrosters.bonfirehub.com>

Bids can be submitted electronically on the MRSC Electronic bidding portal at <https://mrscrosters.bonfirehub.com>. Bid guarantees in the form of a surety bond, postal money order, cash, cashier's check, or certified check must be submitted by mail or in-person by the bid submittal deadline.

Bids remain confidential until bid opening after which bids are considered a public record subject to public disclosure under Chapter 42.56 RCW. Bidder shall mark as "proprietary" any information that Bidder believes meets the exemption under RCW 42.56.270(1). This assertion of proprietary information will be considered by the City in response to public records requests. Bid results will be made available as soon as practical following the bid opening on the City website, www.newcastlewa.gov/bids.

11. WITHDRAWAL OF BIDS

See Specification 1-02.10.

12. BID PRICE

The bid price shall include everything necessary to perform and complete the project, including, but not limited to, furnishing all materials, equipment, tools, plant and landscape material, and other facilities and all management, superintendent's labor and service, except as may be provided otherwise in the contract documents. The bid shall remain in effect for forty-five (45) calendar days after the bid opening. For City of Newcastle correction of discrepancy in bid price, see Specification 1-03.1.

13. PREVAILING WAGE

See Specification 1-07.9(1). See APPENDIX A for applicable wage rates.

14. ESTIMATED QUANTITIES

See Specification 1-02.3 and 1-04.6.

15. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

See Specification 1-02.4.

16. CONTRACT BOND

See Specification 1-03.4 and Part 4

17. INDEMNIFICATION/HOLD HARMLESS

The Awarded Contractor shall defend, indemnify and hold the City and its officers, agents, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, costs, and expenses arising out of or in connection with the performance of the Contract, except for injuries and damages caused by the sole neglect of the City.

This Contract is subject to RCW 4.24.115. 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 the contract.

18. INSURANCE

See Specification 1-07.18.

19. TAXES AND FEDERAL EXCISE TAX

Taxes are to be paid by the City as indicated on the Bid Proposal Sheet. Where no line item is provided for Washington State Sales Tax, Rule 171 (WAC 458-20-171) applies. No charge by the Bidder shall be made for federal excise taxes. The City of Newcastle, as a municipal corporation of the State of Washington, is exempt from federal excise tax and such taxes shall not be included in bid prices. The City of Newcastle agrees to furnish Bidder, upon acceptance of articles supplied under this order, with an exemption certificate, if necessary.

20. CITY BUSINESS LICENSE

As mandated by NMC 5.15.030, if awarded the Contract, the Awarded Contractor shall obtain a City of Newcastle Business License prior to the execution of the Contract and shall maintain the business license in good standing throughout the term of the Contract.

Information on obtaining a City business license is available at:

www.newcastlewa.gov/businesslicense

21. LOW RESPONSIBLE BIDDER

It is the intent of the City to award the bid to the lowest responsive and responsible bidder. Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

A. State Responsibility Criteria. The Bidder must meet the following state responsibility criteria as set forth in RCW 39.04.350:

- 1) At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
- 2) Have a current Washington State Unified Business Identifier (UBI) number.
- 3) If applicable:
 - a) Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
 - b) Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
 - c) Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
- 4) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- 5) Have received training from the Washington State Department of Labor & Industries or a training provider approved by the Department on the requirements related to public works and prevailing wage under chapter 39.04 RCW and chapter 39.12 RCW unless the bidder has completed three or more public works projects and has had a valid business license in Washington for three or more years, and
- 6) Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued

by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

B. Supplemental Bidder Responsibility Criteria. If supplemental criteria apply to this project, the criteria are included in "Attachment A." The Bidder may make a written request for the City to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be at the City's discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening as set forth in Section 4.

C. Performance Exception. The lowest responsible bidder means a bid that meets the criteria under RCW 39.04.350 and has the lowest bid; provided, that if the City issues a written finding that the lowest bidder has delivered a project to the City within the last three years which was late, over budget, or did not meet specifications, and the City does not find in writing that such bidder has shown how they would improve performance to be likely to meet project specifications then the City may choose the second lowest bidder whose bid is within five percent of the lowest bid and meets the same criteria as the lowest bidder.

22. SUBCONTRACTOR RESPONSIBILITY

See Specification 1-08.1.

23. NON-RESPONSIVE BIDS

See Specification 1-02.13.

24. BID ERRORS

See Specification 1-03.1.

25. BID PROTEST

Any Bidder may file a written protest against award of the Contract to the lowest bidder within two full business days of bid opening. Within two business days of the bid opening, the City shall provide, if requested by a bidder, copies of the bids the City received for the project. The City shall allow at least two business days after providing bidders with copies of all bids before executing a contract for the project. A protest submittal shall be delivered to the City of Newcastle, City Clerk, 12835 Newcastle Way, Suite 200, Newcastle, WA 98056-1316, with the words "Bid Protest" prominently and clearly displayed on any outer cover containing the protest notice as well as the notice itself. The following minimum information must be included in the written protest notice: 1) the name, address and phone number (including area code) of the protesting bidder; and 2) the protesting bidder contact person's name and telephone number (including area code); and 3) a statement(s) describing the nature of the protest; and 4) the City bid number and title.

If the City intends to award the contract to other than the low bidder, a notice of intent to award shall be sent to all bidders. Any Bidder other than the selected bidder may protest the award using the procedure outlined above within five full business days of mailing the notice or two full business days of actual receipt by electronic or personal delivery.

No contract shall be executed earlier than two full business days (excluding holidays and weekends) from the date a written protest is received, or, if copies were requested by any Bidder, two full business days following when the copies of the bids were provided by the City. The Bid Protester assumes the risk for method of delivery.

26. AWARD OF CONTRACT

See Specification 1-03.2, 1-03.3., 1-03.4 and 1-03.5.

27. NOTICE TO PROCEED

The Awarded Contractor shall not commence work until a Notice to Proceed has been issued by the City. A Notice to Proceed will be given after the Contractor has submitted a completed W-9 form and after the contract has been executed by the City and the Contractor, and where applicable, by any State or Federal agencies responsible for funding any portion of the Project. The time allowed for Physical Completion of the work shall begin as of the date specified in the Notice to Proceed, or if no date is specified, the next working day following the date of the Notice to Proceed

28. REQUEST TO SUBCONTRACT WORK

The Awarded Contractor shall complete and submit to the City a Request to Subcontract Work form three (3) working days prior to a subcontractor performing the work.

29. ASSIGNMENT

The Awarded contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City, which consent will not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

30. PAYMENT

The Awarded Contractor shall be paid, upon submission of a proper Payment Request, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted Payment Requests must contain the following minimum information:

- A. Contract Number
- B. Bid item number, bid quantity, unit, unit price and description as appropriate
- C. Sales Tax as applicable

The Payment Request will be reviewed by the City before payment is made. If the City is in disagreement with the Payment Request, the City shall file a notice of dispute. Contractor shall be paid or a notice of dispute sent within thirty (30) days after the Payment Request is received by the City.

In accordance with RCW 51.12.050, the City reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

31. RETAINAGE

See Specification 1-09.9(1).

32. APPLICABLE LAW AND FORUM

The Awarded Contractor shall comply with all federal, state and local laws, rules, regulations applicable to its performance. The Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising from here shall be brought in King County Superior Court.

33. ADDITIONAL INFORMATION

The City encourages disadvantaged, minority and women-owned businesses to respond.

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit a proposal in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

PART 3

BID DOCUMENTS

BID SUBMITTAL CHECKLIST

1. REQUIRED FORMS

The Bidder shall submit the following forms as part of the proposal. The forms must be executed in full and submitted with the Proposal.

_____ **Bid Proposal** (PDF Uploaded through Bonfire, Pricing Sheet, Unit Prices, Company Information and Signature)

_____ **Statement of Qualifications** (PDF Uploaded to Bonfire)

_____ **Bid Security Form** (See Instructions for Bidders, Mailed to City of Newcastle by Bid Due Date, PDF Copy Submitted to Bonfire)

_____ **Certification of Compliance with Wage Payment Statutes (RCW 39.04.350)** (PDF Uploaded to Bonfire)

_____ **Subcontractor Listing Form (RCW 39.30.060)** (PDF Uploaded to Bonfire)

The two lowest bidders shall submit the Responsible Bidder Information Form within 48 hours after the bid opening. Failure to submit these forms may result in the Contracting Agency refusal to accept the Bid.

_____ **Responsible Bidder Information Form** (PDF Uploaded to Bonfire)

Failure to submit all of the above items will result in the bid being non-responsive.

BID PROPOSAL:
LAKE BOREN PARK IMPROVEMENTS - PHASE I: CROSSTOWN
TRAIL CROSSTOWN TRAIL, P-022

This Contract provides for the above listed project and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

All bidding and construction shall be performed in compliance with the Notice to Contractors, Bid Proposal, Plans, Specifications, and Contract for this project and any addenda issued thereto which are on file at the office of the City Clerk, City of Newcastle, Washington.

It is understood herein that after the date and hour set for the opening of bids, no Bidder may withdraw its Proposal, unless the award of the Contract is delayed for a period exceeding fifty (50) consecutive calendar days.

The undersigned has examined the site(s), local conditions, Addenda, Contract Provisions, Plans, and all applicable laws and ordinances covering the Work contemplated. In accordance with the terms, provisions, and requirements of the foregoing, all of their respective terms and conditions are incorporated herein by this reference and the following unit and lump sum prices are tendered as an offer to perform the Work and furnish the equipment, materials, appurtenances, and guarantees, complete in place, in good working order.

The undersigned freely states that it is familiar with the provisions of the competitive bidding statutes of the State of Washington, and specifically the provisions of RCW Chapter 9.18, and certifies that with respect to this Proposal, there has been no collusion or understanding with any other person, persons, or corporation, to prevent or eliminate full and unrestricted competition among Bidders on this Project.

The undersigned agrees that in the event of contract award, it shall employ only Contractors and Subcontractors duly licensed by the State of Washington and remain so at all times they are in any way involved with the Work.

The undersigned agrees that the Owner reserves the right to reject any or all bids and to waive any minor irregularities and informalities.

The undersigned hereby agrees that the Owner reserves the right to award the contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner. The Owner will determine at the time of award of the Project which additives, if any, will be included in the Contract.

BID PROPOSAL:
LAKE BOREN PARK IMPROVEMENTS - PHASE I: CROSSTOWN
TRAIL CROSSTOWN TRAIL, P-022

The undersigned agrees that the Owner is authorized to obtain reports from all references included herein.

Subject to any extensions of the Contract time granted under the Contract, the undersigned agrees to substantially complete the Work required under this Contract within 115 working days from when Contract Time begins.

The undersigned is in, and will remain in, full compliance with all Washington State Department of Licensing requirements for contractors, including but not limited to requirements for bond, proof of insurance and annual registration fee. The undersigned's Washington State:

The undersigned waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specially negotiated by the parties, which is acknowledged by the undersigned in signing this Proposal.

By signing the proposal, the undersigned declares, under penalty of perjury under the laws of the United States and the State of Washington, that the following statements are true and correct:

1. That the undersigned person(s) or entity(ies) 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 Bid is submitted.
2. That by signing the signature page of this Bid, I am deemed to have signed and to have agreed to the provisions of this declaration.

The undersigned agrees that the Owner is authorized to obtain information from all references included herein.

BID PROPOSAL:
LAKE BOREN PARK IMPROVEMENTS - PHASE I: CROSSTOWN
TRAIL CROSSTOWN TRAIL, P-022

Contractor Name:	
Address:	
City:	
Phone:	Fax:
E-mail:	
State of Incorporation or formation of business entity:	
Signatory Name:	
Signatory Title:	
Signature:	Date:

BID PROPOSAL:
LAKE BOREN PARK IMPROVEMENTS - PHASE I: CROSSTOWN
TRAIL CROSSTOWN TRAIL, P-022

SCHEDULE OF PRICES

BID AWARD: Determination of low bidder will be made on the basis of the “Total Lump Sum Price” The below signed bidder acknowledges that bids must be submitted for the Lump Sum and unit costs as requested. Partial bids will not be considered.

Having carefully examined all Contract Documents prepared by the City of Newcastle, the undersigned agrees to furnish all the labor, materials, equipment, superintendence, insurance and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the above contract documents and the implied intent thereof, for the following schedule of unit prices:

LUMP SUM BID

To be received using Bonfire Platform, refer to list of required documents online and download excel sheet, fill out, and submit online.

BID SUMMARY

TOTAL COST (LUMP SUM)	<i>\$SUBMIT ON BONFIRE PRICING SHEET</i>
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REQUESTED UNIT PRICE ITEMS

ITEM No.	ITEM DESCRIPTION	UNITS	UNIT PRICE
1	Underdrain Piping	LF	\$
2	Rockery Retaining Wall	FF	\$
3	Boardwalk Pin Piles	EA	\$
4	Wood Fence	LF	\$

COMPANY NAME _____



STATEMENT OF BIDDER'S QUALIFICATIONS

Name of Firm: _____

Address: _____

Contact Person for this Project: _____

Telephone No. _____

E-mail: _____

You may attached extra pages if necessary to answer these questions

1. Number of years the company has been in business under the present firm name as indicated above: _____

2. Gross dollar amount of work currently under contract: _____

3. Gross dollar amount of contracts currently not completed: _____

4. General character of work performed by firm: _____

5. List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

1. _____

2. _____

3. _____

4. _____

5. _____

6. List up to three (3) customer references for projects of a similar nature and size which have been completed by the bidder within the last seven (7) years:

Reference #1

Project Name / Agency-Owner	
Contact Name & Title	
Phone Number	
Year Completed	
Contract Amount	
Scope of project:	

Reference #2

Project Name / Agency-Owner	
Contact Name & Title	
Phone Number	
Year Completed	
Contract Amount	
Scope of project:	

Reference #3

Project Name / Agency-Owner	
Contact Name & Title	
Phone Number	
Year Completed	
Contract Amount	
Scope of project:	

7. Bank Reference: _____

8. How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

9. Identify who will be the general superintendent and/or project superintendent on this project and list the number of years each person identified has been with the firm.

10. Have you changed bonding companies within the last three years? _____

If yes, why? _____

Have you ever been sued or engaged in arbitration by the Owner or have you ever sued or demanded arbitration from an Owner of any public works contract for a special utility district, private utility company, municipality, county, or state government a party to a lawsuit or an arbitration proceeding in any way relating to a construction project? _____

If yes, for what reason? _____

Disposition of case, if settled: _____

Bidder agrees that the Owner shall have the right to obtain credit reports.

Yes: _____ No: _____

The City may conduct reference checks for the bidder whose bid is under consideration for award for verification of bidder responsibility under mandatory and supplemental bidder responsibility under Part II (19) of the Contract Documents. The City may determine that the bidder is not a responsible bidder and may award to the next lowest bidder who meets the bidder qualification requirements. In conducting reference checks, the City may include itself or other government agencies and businesses as a reference even if the bidder did not identify these sources as a reference.



RESPONSIBLE BIDDER INFORMATION FORM

Contractor Name:	
Address:	
City:	
Phone:	Fax:
E-mail:	
UBI Number:	
Contractor Registration Number:	
Employment Security Department Number:	
State Excise Tax Registration Number:	
Are you disqualified from bidding under RCW 39.06.010 or 39.12.065(3)? <input type="checkbox"/> Yes <input type="checkbox"/> No	

1. Have you been disqualified from bidding on any public works contract(s)?

Yes No *If yes, provide details:*

2. Have any of the projects you have completed in the last three (3) years had claims against the retainage and/or bonds?

Yes No *If yes, list below:*

Project Name / Agency-Owner	Owner Reference Name and Phone No.	List claims filed against retainage and/or payment bond. Explain circumstances around each claim & ultimate resolution.

3. Has the bidder and/or its owners had any lawsuits with judgements entered against the Bidder in the last five (5) years?

Yes No *If yes, provide details:*

4. Have you ever been sued or engaged in arbitration by the Owner or have you ever sued or demanded arbitration from an Owner of any public works contract for a special utility district, private utility company, municipality, county, or state government a party to a lawsuit or an arbitration proceeding in any way relating to a construction project? _____

If yes, for what reason? _____

Disposition of case, if settled: _____

5. Does the bidder owe any delinquent taxes to the Washington State Department of Revenue?

Yes No *If yes, does the Bidder have an approved payment plan?* Yes No

6. Does the bidder have any prevailing wage violations as determined by Washington State Department of Labor & Industries in the past five (5) years?

Yes No *If yes, provide a list of the violation(s), along with an explanation of each violation and how it was resolved.*

The undersigned certifies under penalty of perjury that the foregoing information is complete, true, and accurate to the best of his/her knowledge. The undersigned authorizes the City of Newcastle to verify all information contained herein (if this information is not complete and accurate, the bid may be considered non-responsive).

Signature of Bidder _____

Title _____

Date _____



BID BOND

KNOW ALL BY THESE PRESENTS, that we _____

of _____ Principal, and the

(Name of Surety)

(Address of Surety)

a corporation duly organized under the laws of the state of _____,
and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the CITY OF
NEWCASTLE in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for
the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors,
administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal
for the following construction project, to wit:

LAKE BOREN PARK IMPROVEMENTS - PHASE I: CROSSTOWN TRAIL, P-022

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said
principal, and if said principal shall duly make and enter into and execute said Contract and shall furnish bond as
required by the CITY OF NEWCASTLE within a period of 10 days from and after said award, exclusive of the day of
such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____
day of _____, 20_____.

By _____
Bidder

By _____
Surety

Title

Title

Date

Date



CERTIFICATION OF COMPLIANCE WITH
WAGE PAYMENT STATUTES

I certify under penalty of perjury under the laws of the State of Washington that

Bidder

is in compliance with the responsible bidder criteria requirement of RCW 39.04.350(1)(9) which provides:

Within the three year period immediately preceding the date of this solicitation*,

Bidder

has not been determined by a final and binding citation and notice of assessment issued by the Washington State Dept. of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have knowingly and intentionally violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

Bidder Signature

Printed Name

Title

Location of Place Executed (City, State)

Date

*Definition: "Date of this solicitation" means the date of publication for formal bids, and the date of request for quotes or small works roster invitations.



Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name: _____

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for

SAMPLE CONTRACT
To be completed by low bidder

future use and no wiring or electrical current is connected during the project.

PART 4
AWARD DOCUMENTS

SAMPLE

SAMPLE CONTRACT
To be completed by low bidder



AGREEMENT
PUBLIC WORKS PROJECT

THIS AGREEMENT is entered into by and between the CITY OF NEWCASTLE (hereinafter called the Owner) and _____ (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

The work for the Lake Boren Park Boardwalk project would create pedestrian circulation elements along the southern end of Lake Boren. This includes 2 viewing areas, approximately one acre of habitat enhancement/restoration, an information kiosk, approximately 300 lineal feet of elevated boardwalk, and 300 lineal feet of pathways on terra firma. It does not require utilities other than water for irrigation, which will tie into an existing water meter at Lake Boren. For stormwater flow control, the trail will sheet flow and utilize basic dispersion with a minimum vegetated flow path of 10 feet and other work indicated in the Contract Provisions.

ARTICLE 2. CONTRACT TIME.

The Contractor shall complete the Work required by the Contract within 115 working days working days.

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner (\$500.00) per day for each working day beyond the Substantial Completion Date that the Contractor

SAMPLE CONTRACT
To be completed by low bidder

achieves substantial completion of the Work and (\$500.00) for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract.

ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, and all required certificates and affidavits;
- The Contract Provisions;
- The Plans (or drawings);
- Addenda, if any;
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

ARTICLE 6. MISCELLANEOUS.

The Contractor specifically waives any immunity granted under the State Industrial Insurance Law, RCW Title 51, which is specifically acknowledged by the Contractor.

Contractor to initial: _____

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

SAMPLE CONTRACT
To be completed by low bidder

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year first above written.

CITY OF NEWCASTLE

CONTRACTOR

City Manager

Name

ATTEST

Title

City Attorney

SAMPLE CONTRACT FORMS
To be completed by low bidder

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS: That whereas The City of Newcastle has awarded to _____
_____ hereinafter designated as the "Principal", a Contract for the _____
_____ project, all as hereto attached and made a part hereof, and whereas said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we the Principal, _____
and _____ a corporation, organized and existing under and by virtue of the Laws of the State of _____ duly authorized to do business in the State of Washington, as Surety, are held and firmly bound unto The City of Newcastle, for and in behalf of the _____ project, in the sum of _____ Dollars (_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, and shall faithfully perform all the provisions of such Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereinafter be made, at the time and in the manner therein specified and shall pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or their part, and shall indemnify and save harmless The City of Newcastle, and their officers and agents; and shall further save harmless and indemnify said City from any defect or defects, in any of the workmanship entering into any part of the work or designated equipment covered by said Contract, which shall develop or be

SAMPLE CONTRACT FORMS
To be completed by low bidder

discovered within one year after final acceptance of such work, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect, provided that the liability hereunder for defects in materials and workmanship for a period of one (1) year after the final acceptance of the work shall not exceed the sum of _____
_____, (\$_____). (100% of the Contract Sum)

And the said Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or the work or to the Drawings or Specifications.

IN WITNESS WHEREOF, the said Principal and the said Surety have caused this Bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers this ____ day of _____, 20__.

SAMPLE CONTRACT FORMS
To be completed by low bidder

TWO WITNESSES

Principal

By _____

Title _____

ATTEST: (If Corporation)

CORPORATE SEAL

By _____

Title _____

_____ Surety

By _____

Its _____

Address of local office and agent of
Surety Company is: _____

By _____

Attorney for City of Newcastle

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

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

SAMPLE CONTRACT FORMS
To be completed by low bidder

PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

that _____
(Name of Contractor)

(Address of Contractor)

a _____, (Corporation, Partnership or Individual), hereinafter called Principal,
and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto The City of Newcastle, hereinafter called Owner, in the penal sum of (100% of Contract Sum) _____
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of: _____
_____.

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

SAMPLE CONTRACT FORMS
To be completed by low bidder

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

PROVIDED, FURTHER, all such persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract shall have the right to sue in their own name on this Bond in its own name to recover for any loss, injury, damage or liability whatsoever sustained or incurred by them by reasons of any breach of the Contract Documents, or of any provisions in this Bond, in the same manner and to the same extent as though this obligation ran directly to the said persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this ____ day of _____, 20__.

SAMPLE CONTRACT FORMS
To be completed by low bidder

ATTEST:

	Principal
(Seal)	
	By: _____
(Witness as to Principal)	
(Address)	Address

ATTEST:

	By _____
(Surety) Secretary	Attorney for City of Newcastle
(Seal)	
(Witness to Surety)	Surety
(Address)	Attorney-in-Fact
	Address

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

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

SAMPLE CONTRACT FORMS
To be completed by low bidder

RETAINAGE INVESTMENT OPTION

Contractor: _____ Project Name: _____

Date: _____ Project Number: _____

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how retainage under this contract will be invested. Please complete and sign this form indication your preference. If you fail to do so, the City will deposit the funds in a Guarantee Deposit account, and you will miss the benefit of any interest earned. Select one of the following options:

1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. If this is your choice, then please complete attached *SAVINGS ACCOUNT AGREEMENT*. Please state the name of your bank.

Bank: _____.

2. **Escrow/Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues. If this is your choice then please complete attached *ESCROW AGREEMENT*.

Preferred Bank: _____

Securities/Bonds: _____

3. **Guarantee Deposit:** Retainage will be held by the City. No interest is payable to the Contractor

Retainage is normally released 45 days after final acceptance of the work, or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be longer, due to its seasonal nature.

State law allows for limited early release of retainage in certain circumstance.

Contractor's Signature

Title

SAMPLE CONTRACT FORMS
To be completed by low bidder

SAVINGS ACCOUNT AGREEMENT

TO BANK: _____ SAVINGS ACCOUNT NO: _____

BANK ADDRESS: _____

AGENCY: CITY OF NEWCASTLE
12835 Newcastle Way; Suite 200, Newcastle, WA 98056

CONTRACT NO: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF NEWCASTLE, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be placed by you in an interest-bearing savings account.
2. When and as interest on the savings account accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the principal held by you pursuant to this agreement, except in accordance with written instruction from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys for the entire amount of your fees as provided for herein above. In the event that

SAMPLE CONTRACT FORMS
To be completed by low bidder

you are made a party to any litigation with respect to the moneys held by you hereunder, or in the event that the conditions of this agreement are not promptly fulfilled, or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this agreement, or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services for the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

5. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
6. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY. You are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representative and heir of the parties hereto.

Contractor

CITY OF NEWCASTLE

Agency

BY: _____
Title: _____

BY: _____
_____, City Manager

Date: _____

Date: _____

Address: _____

The above savings account agreement and instruction received and accepted this _____ day of _____, 20__

Bank Name

Authorized Bank Officer

SAMPLE CONTRACT FORMS
To be completed by low bidder

ESCROW AGREEMENT

TO BANK: _____ ESCROW NO.: _____

BANK ADDRESS: _____

AGENCY: CITY OF NEWCASTLE
12835 Newcastle Way; Suite 200, Newcastle, WA 98056

CONTRACT NO: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF NEWCASTLE, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by the AGENCY. Attached is a list of such bonds, or other securities approved by the AGENCY. Other bonds or securities, except stocks may be selected by the CONTRACTOR, subject to express written approval of the AGENCY. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the AGENCY as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the AGENCY'S warrants) except in accordance with written instructions from the AGENCY. Compliance with such instruction shall relieve you of any further liability related thereto.

SAMPLE CONTRACT FORMS
To be completed by low bidder

4. In the event the AGENCY orders you to do so in writing, you shall within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.
5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any property placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.
6. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
7. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor be bound by nor required to give notice or demand , nor required to take action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The foregone provision shall be binding upon the assigns, successors, personal representative and heir of the parties hereto.

SAMPLE CONTRACT FORMS
To be completed by low bidder

Contractor	CITY OF NEWCASTLE
By: _____	Agency
Title: _____	_____, City Manager
Date: _____	Date: _____
Address: _____	

The above escrow agreement and instruction received and accepted this _____ day of _____, 20__.

Bank Name

Authorized Bank Officer

SECURITIES AUTHORIZED BY AGENCY

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligation of any corporation wholly-owned by the government of the United States;
4. Indebtedness of the Federal Nation Mortgage Association; and
5. Time deposits in commercial banks.

SAMPLE CONTRACT FORMS
To be completed by low bidder

DOCUMENTS REQUIRED TO BE ON FILE PRIOR TO RELEASE OF RETAINAGE

1. Intent to Pay Prevailing Wage (Contractor generates)

Department of Labor/Industries
Employment Standards Division
General Administration Building
Olympia, Washington 98504
(360) 956-5335

2. Notice of Completion of Public Works Contract (City generates)

Department of Revenue
Excise Tax Division
Olympia, Washington 98504

3. Affidavit of Wages Paid (Contractor generates)

Department of Labor/Industries

4. Certificate of Release - State Excise Tax by Public Works Contractor (Letter from State to City)

Department of Revenue

5. Verification of compliance with Industrial Insurance requirements

Department of Labor/Industries

6. Receipt for Payment in full or Release of Lien signed by Lien Claimant and filed with City (Responsibility of Contractor to obtain)

Claims against retainage or Payment Bond filed with City by any such subcontractor, workman, or material supplier.

The above list is acknowledged and confirmation of instructions received on this _____ day of _____, 20__.

Contractor Agent Name

Contractor Agent Signature

PART 5

SPECIAL PROVISIONS

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1 **INTRODUCTION TO THE SPECIAL PROVISIONS**

2
3 *(December 10, 2020 APWA GSP)*
4

5 The work on this project shall be accomplished in accordance with the *Standard*
6 *Specifications for Road, Bridge and Municipal Construction*, ***2022*** edition, as issued
7 by the Washington State Department of Transportation (WSDOT) and the American
8 Public Works Association (APWA), Washington State Chapter (hereafter “Standard
9 Specifications”). The Standard Specifications, as modified or supplemented by the
10 Amendments to the Standard Specifications and these Special Provisions, all of which
11 are made a part of the Contract Documents, shall govern all of the Work.
12

13 These Special Provisions are made up of both General Special Provisions (GSPs) from
14 various sources, which may have project-specific fill-ins; and project-specific Special
15 Provisions. Each Provision either supplements, modifies, or replaces the comparable
16 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or
17 addition to any subsection or portion of the Standard Specifications is meant to pertain
18 only to that particular portion of the section, and in no way should it be interpreted that
19 the balance of the section does not apply.
20

21 The project-specific Special Provisions are not labeled as such. The GSPs are labeled
22 under the headers of each GSP, with the effective date of the GSP and its source. For
23 example:
24

- 25 (January 4, 2016, APWA GSP)
- 26 (January 25, 2016, WSDOT GSP)
- 27 (February 1, 2017, CON GSP)
- 28

29 Also incorporated into the Contract Documents by reference are:

- 30 • Manual on Uniform Traffic Control Devices for Streets and Highways, currently
31 adopted edition, with Washington State modifications, if any
- 32 • Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA,
33 current edition
- 34 • KING COUNTY Department of Transportation Road Services Division Road
35 Design and Construction Standards, current edition
- 36 • CITY OF NEWCASTLE Public Works Standards, Current Adopted edition
37

38 The Contractor shall obtain copies of these publications, at Contractor’s own expense.
39
40

41 **DESCRIPTION OF WORK**
42

43 This contract provides for work to be performed under these specifications consists of
44 furnishing all labor, tools, materials, and equipment necessary for construction of the
45 LAKE BOREN PARK IMPROVEMENTS – PHASE 1: CROSSTOWN TRAIL The work
46 generally includes, but is not limited to, creating a boardwalk for pedestrian circulation
47 elements along the southern end of Lake Boren. This includes 2 viewing areas,
48 approximately one acre of habitat enhancement/restoration, an information kiosk,
49 approximately 300 lineal feet of elevated boardwalk, and 300 lineal feet of pathways on
50 terra firma. It does not require utilities other than water for irrigation, which will tie in to an

1 existing water meter at the City’s maintenance building at Lake Boren. For stormwater
2 flow control, the trail will sheet flow and utilize basic dispersion with a minimum
3 vegetated flow path of 10 feet.

5 **** IMPORTANT - PLEASE READ ****

7 These Special Provisions *supplement, add new, replace, revise, or delete* the
8 combined WSDOT Standard Specifications and Amendments. For clarification of the
9 purpose of the sections provided, these Special Provisions have the following added
10 section descriptors:

- 11 *Supplement:* Adds language to the identified section of the Standard
12 Specifications.
13 *New:* Specification section/subsection is unique to this project
14 and will not be found in the Standard Specifications.
15 *Replace:* A replacement of the entire identified section or
16 subsection of the Standard Specifications.
17 *Revise:* A revision of the identified sentence, paragraph, or table
18 of the Standard Specifications.
19 *Delete:* A deletion of an entire section, subsection, or specified
20 text of the Standard Specifications
21 *{Date} WSDOT GSP:* A WSDOT General Special Provision
22 *{Date} APWA GSP:* An APWA General Special Provision
23 *{Date} CON GSP:* A City of Newcastle General Special Provision.
24

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DIVISION 1 GENERAL REQUIREMENTS

SECTION 1-01, DEFINITIONS AND TERMS

1-01.3 Definitions

(January 19, 2022 APWA GSP)

Modification

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 or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

1 All references to the terms “State” or “state” shall be revised to read “Contracting
2 Agency” unless the reference is to an administrative agency of the State of
3 Washington, a State statute or regulation, or the context reasonably indicates
4 otherwise.

5
6 All references to “State Materials Laboratory” shall be revised to read “Contracting
7 Agency designated location”.

8
9 All references to “final contract voucher certification” shall be interpreted to mean the
10 Contracting Agency form(s) by which final payment is authorized, and final
11 completion and acceptance granted.

12
13 **Additive**

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

17
18 **Alternate**

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

22
23 **Business Day**

24 A business day is any day from Monday through Friday except holidays as listed in
25 Section 1-08.5.

26
27 **Contract Bond**

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

31
32 **Contract Documents**

33 See definition for “Contract”.

34
35 **Contract Time**

36 The period of time established by the terms and conditions of the Contract within
37 which the Work must be physically completed.

38
39 **Notice of Award**

40 The written notice from the Contracting Agency to the successful Bidder signifying
41 the Contracting Agency’s acceptance of the Bid Proposal.

42
43 **Notice to Proceed**

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

47
48 **Traffic**

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

51

1
2 **SECTION 1-02, BID PROCEDURES AND CONDITIONS**
3

4 **1-02.1 Prequalification of Bidders**

5 *(January 24, 2011 APWA GSP)*

Replacement

6
7 Delete this Section and replace it with the following:

8
9 **1-02.1 Qualifications of Bidder**

10 Before award of a public works contract, a bidder must meet at least the minimum
11 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and
12 qualified to be awarded a public works project.
13

14 Add the following new section:

15
16 **1-02.1(1) Supplemental Qualifications Criteria**

17 *(July 31, 2017 APWA GSP; requires pre-approval on FHWA funded projects,*
18 *through WSDOT/Local Programs)*

19
20 In addition, the Contracting Agency has established Contracting Agency-specific
21 and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3),
22 for determining Bidder responsibility, including the basis for evaluation and the
23 deadline for appealing a determination that a Bidder is not responsible. These
24 criteria are contained in Section 1-02.14 Option C of these Special Provisions.
25

26 **1-02.2 Plans and Specifications**

27 *(June 27, 2011 APWA GSP)*

Replacement

28
29 Information as to where Bid Documents can be obtained or reviewed can be found in the
30 Call for Bids (Advertisement for Bids) for the work.

31
32 After award of the contract, plans and specifications will be issued to the Contractor at no
33 cost as detailed below:
34

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

35
36 Additional plans and Contract Provisions may be obtained by the Contractor from the
37 source stated in the Call for Bids, at the Contractor's own expense.
38

1 **1-02.4 Examination of Plans, Specifications, and Site of Work**

2
3 **1-02.4(1) General**

4 *(January 19, 2022 APWA GSP Option B)*

Modification

5
6 The first sentence of the ninth paragraph, beginning with “Any prospective Bidder
7 desiring...”, is revised to read:

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

13
14 **1-02.4(2) Subsurface Information**

15 *(March 8, 2013 APWA GSP)*

Modification

16
17 The second sentence in the first paragraph is revised to read:

18
19 The Summary of Geotechnical Conditions and the boring logs, if and when included
20 as an appendix to the Special Provisions, shall be considered as part of the Contract.

21
22 **1-02.5 Proposal Forms**

23 *(July 31, 2017 APWA GSP)*

Replacement

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

26
27 The Proposal Form will identify the project and its location and describe the work. It
28 will also list estimated quantities, units of measurement, the items of work, and the
29 materials to be furnished at the unit bid prices. The bidder shall complete spaces on
30 the proposal form that call for, but are not limited to, unit prices; extensions;
31 summations; the total bid amount; signatures; date; and, where applicable, retail
32 sales taxes and acknowledgment of addenda; the bidder’s name, address, telephone
33 number, and signature; the bidder’s UDBE/DBE/M/WBE commitment, if applicable; a
34 State of Washington Contractor’s Registration Number; and a Business License
35 Number, if applicable. Bids shall be completed by typing or shall be printed in ink by
36 hand, preferably in black ink. The required certifications are included as part of the
37 Proposal Form.

38
39 The Contracting Agency reserves the right to arrange the proposal forms with
40 alternates and additives, if such be to the advantage of the Contracting Agency. The
41 bidder shall bid on all alternates and additives set forth in the Proposal Form unless
42 otherwise specified.

43
44 **1-02.6 Preparation of Proposal**

45 *(December 10, 2020 APWA GSP, Option B)*

Modification

46
47 Supplement the second paragraph with the following:

- 48 4. If a minimum bid amount has been established for any item, the unit or lump
49 sum price must equal or exceed the minimum amount stated.

1 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be
2 initialed by the signer of the bid.
3

4 Delete the last two paragraphs, and replace them with the following:
5

6 The Bidder shall submit with their Bid a completed Contractor Certification Wage
7 Law Compliance form, provided by the Contracting Agency. Failure to return this
8 certification as part of the Bid Proposal package will make this Bid Nonresponsive
9 and ineligible for Award. A Contractor Certification of Wage Law Compliance form is
10 included in the Proposal Forms.

11
12 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any
13 manner.
14

15 A bid by a corporation shall be executed in the corporate name, by the president or a
16 vice president (or other corporate officer accompanied by evidence of authority to
17 sign).
18

19 A bid by a partnership shall be executed in the partnership name, and signed by a
20 partner. A copy of the partnership agreement shall be submitted with the Bid Form if
21 any UDBE requirements are to be satisfied through such an agreement.
22

23 A bid by a joint venture shall be executed in the joint venture name and signed by a
24 member of the joint venture. A copy of the joint venture agreement shall be
25 submitted with the Bid Form if any UDBE requirements are to be satisfied through
26 such an agreement.
27

28 Add the following new section:
29

30 **1-02.6(1) Recycled Materials Proposal**
31 *(January 4, 2016 APWA GSP)*

New

32
33 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials
34 into the project, using the form provided in the Contract Provisions.
35

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

Supplement

38
39 Supplement this section with the following:
40

41 Bid bonds shall contain the following:

- 42 1. Contracting Agency-assigned number for the project;
- 43 2. Name of the project;
- 44 3. The Contracting Agency named as obligee;
- 45 4. The amount of the bid bond stated either as a dollar figure or as a percentage
46 which represents five percent of the maximum bid amount that could be
47 awarded;

- 1 5. Signature of the bidder’s officer empowered to sign official statements. The
2 signature of the person authorized to submit the bid should agree with the
3 signature on the bond, and the title of the person must accompany the said
4 signature;
- 5 6. The signature of the surety’s officer empowered to sign the bond and the power
6 of attorney.

7

8 If so stated in the Contract Provisions, bidder must use the bond form included in the
9 Contract Provisions.

10

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

12

13 **1-02.9 Delivery of Proposal** *Replacement*
14 *(June 1, 2020 CON GSP)*

15

16 Delete this section and replace it with the following:

17

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

22

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

26

27 If an emergency or unanticipated event interrupts normal work processes of the
28 Contracting Agency so that Proposals cannot be received at the office designated for
29 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the
30 Proposal will be deemed to be extended to the same time of day specified in the
31 solicitation on the first work day on which the normal work processes of the
32 Contracting Agency resume.

33

34

35 **1-02.10 Withdrawing, Revising, or Supplementing Proposal** *Replacement*
36 *(July 23, 2015 APWA GSP)*

37

38 Delete this section, and replace it with the following:

39

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

- 42 1. The Bidder submits a written request signed by an authorized person and
43 physically delivers it to the place designated for receipt of Bid Proposals, and
44 2. The Contracting Agency receives the request before the time set for receipt of
45 Bid Proposals, and
46 3. The revised or supplemented Bid Proposal (if any) is received by the
47 Contracting Agency before the time set for receipt of Bid Proposals.

48 If the Bidder’s request to withdraw, revise, or supplement its Bid Proposal is received
49 before the time set for receipt of Bid Proposals, the Contracting Agency will return the
50 unopened Proposal package to the Bidder. The Bidder must then submit the revised

1 or supplemented package in its entirety. If the Bidder does not submit a revised or
2 supplemented package, then its bid shall be considered withdrawn.

3
4 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
5 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or
6 faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

7
8 **1-02.13 Irregular Proposals**
9 *(October 1, 2020 APWA GSP)*

Replacement

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

- 12
13 1. A Proposal will be considered irregular and will be rejected if:
- 14 a. The Bidder is not prequalified when so required;
 - 15 b. The authorized Proposal form furnished by the Contracting Agency is not
16 used or is altered;
 - 17 c. The completed Proposal form contains any unauthorized additions,
18 deletions, alternate Bids, or conditions;
 - 19 d. The Bidder adds provisions reserving the right to reject or accept the
20 award, or enter into the Contract;
 - 21 e. A price per unit cannot be determined from the Bid Proposal;
 - 22 f. The Proposal form is not properly executed;
 - 23 g. The Bidder fails to submit or properly complete a Subcontractor list, if
24 applicable, as required in Section 1-02.6;
 - 25 h. The Bidder fails to submit or properly complete a Disadvantaged
26 Business Enterprise Certification, if applicable, as required in Section 1-
27 02.6;
 - 28 i. The Bidder fails to submit written confirmation from each DBE firm listed
29 on the Bidder's completed DBE Utilization Certification that they are in
30 agreement with the bidder's DBE participation commitment, if applicable,
31 as required in Section 1-02.6, or if the written confirmation that is
32 submitted fails to meet the requirements of the Special Provisions;
 - 33 j. The Bidder fails to submit DBE Good Faith Effort documentation, if
34 applicable, as required in Section 1-02.6, or if the documentation that is
35 submitted fails to demonstrate that a Good Faith Effort to meet the
36 Condition of Award was made;
 - 37 k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable,
38 as required in Section 1-02.6, or if the documentation that is submitted
39 fails to meet the requirements of the Special Provisions;
 - 40 l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as
41 required in Section 1-02.6, or if the documentation that is submitted fails
42 to meet the requirements of the Special Provisions;
 - 43 m. The Bid Proposal does not constitute a definite and unqualified offer to
44 meet the material terms of the Bid invitation; or
 - 45 n. More than one Proposal is submitted for the same project from a Bidder
46 under the same or different names.
- 47
48 2. A Proposal may be considered irregular and may be rejected if:
- 49 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;
- d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
- e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option C)

Replacement

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

1. Delinquent State Taxes

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. Federal Debarment

- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

3. Subcontractor Responsibility

- 1 A. Criterion: The Bidder's standard subcontract form shall include the
- 2 subcontractor responsibility language required by RCW 39.06.020, and
- 3 the Bidder shall have an established procedure which it utilizes to validate
- 4 the responsibility of each of its subcontractors. The Bidder's subcontract
- 5 form shall also include a requirement that each of its subcontractors shall
- 6 have and document a similar procedure to determine whether the sub-tier
- 7 subcontractors with whom it contracts are also "responsible"
- 8 subcontractors as defined by RCW 39.06.020.
- 9
- 10 B. Documentation: The Bidder, if and when required as detailed below, shall
- 11 submit a copy of its standard subcontract form for review by the
- 12 Contracting Agency, and a written description of its procedure for
- 13 validating the responsibility of subcontractors with which it contracts.
- 14

15 **4. Claims Against Retainage and Bonds**

- 17 A. Criterion: The Bidder shall not have a record of excessive claims filed
- 18 against the retainage or payment bonds for public works projects in the
- 19 three years prior to the bid submittal date, that demonstrate a lack of
- 20 effective management by the Bidder of making timely and appropriate
- 21 payments to its subcontractors, suppliers, and workers, unless there are
- 22 extenuating circumstances and such circumstances are deemed
- 23 acceptable to the Contracting Agency.
- 24
- 25 B. Documentation: The Bidder, if and when required as detailed below, shall
- 26 submit a list of the public works projects completed in the three years
- 27 prior to the bid submittal date that have had claims against retainage and
- 28 bonds and include for each project the following information:
- 29
- 30 • Name of project
- 31 • The owner and contact information for the owner;
- 32 • A list of claims filed against the retainage and/or payment bond for
- 33 any of the projects listed;
- 34 • A written explanation of the circumstances surrounding each claim
- 35 and the ultimate resolution of the claim.
- 36

37 **5. Public Bidding Crime**

- 39 A. Criterion: The Bidder and/or its owners shall not have been convicted of a
- 40 crime involving bidding on a public works contract in the five years prior to
- 41 the bid submittal date.
- 42
- 43 B. Documentation: The Bidder, if and when required as detailed below, shall
- 44 sign a statement (on a form to be provided by the Contracting Agency)
- 45 that the Bidder and/or its owners have not been convicted of a crime
- 46 involving bidding on a public works contract.
- 47

48 **6. Termination for Cause / Termination for Default**

- 50 A. Criterion: The Bidder shall not have had any public works contract
- 51 terminated for cause or terminated for default by a government agency in

1 the five years prior to the bid submittal date, unless there are extenuating
2 circumstances and such circumstances are deemed acceptable to the
3 Contracting Agency.
4

- 5 B. Documentation: The Bidder, if and when required as detailed below, shall
6 sign a statement (on a form to be provided by the Contracting Agency)
7 that the Bidder has not had any public works contract terminated for
8 cause or terminated for default by a government agency in the five years
9 prior to the bid submittal date; or if Bidder was terminated, describe the
10 circumstances. .

11
12 **7. Lawsuits**

- 13
14 A. Criterion: The Bidder shall not have lawsuits with judgments entered
15 against the Bidder in the five years prior to the bid submittal date that
16 demonstrate a pattern of failing to meet the terms of contracts, unless
17 there are extenuating circumstances and such circumstances are
18 deemed acceptable to the Contracting Agency
19
20 B. Documentation: The Bidder, if and when required as detailed below, shall
21 sign a statement (on a form to be provided by the Contracting Agency)
22 that the Bidder has not had any lawsuits with judgments entered against
23 the Bidder in the five years prior to the bid submittal date that
24 demonstrate a pattern of failing to meet the terms of contracts, or shall
25 submit a list of all lawsuits with judgments entered against the Bidder in
26 the five years prior to the bid submittal date, along with a written
27 explanation of the circumstances surrounding each such lawsuit. The
28 Contracting Agency shall evaluate these explanations to determine
29 whether the lawsuits demonstrate a pattern of failing to meet of terms of
30 construction related contracts
31

32 As evidence that the Bidder meets the Supplemental Criteria stated above, the
33 apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon)
34 of the second business day following the bid submittal deadline, a written
35 statement verifying that the Bidder meets the supplemental criteria together with
36 supporting documentation (sufficient in the sole judgment of the Contracting
37 Agency) demonstrating compliance with the Supplemental Criteria. The
38 Contracting Agency reserves the right to request further documentation as needed
39 from the low Bidder and documentation from other Bidders as well to assess
40 Bidder responsibility and compliance with all bidder responsibility criteria. The
41 Contracting Agency also reserves the right to obtain information from third-parties
42 and independent sources of information concerning a Bidder's compliance with the
43 mandatory and supplemental criteria, and to use that information in their
44 evaluation. The Contracting Agency may consider mitigating factors in determining
45 whether the Bidder complies with the requirements of the supplemental criteria.
46

47 The basis for evaluation of Bidder compliance with these mandatory and
48 supplemental criteria shall include any documents or facts obtained by Contracting
49 Agency (whether from the Bidder or third parties) including but not limited to: (i)
50 financial, historical, or operational data from the Bidder; (ii) information obtained
51 directly by the Contracting Agency from others for whom the Bidder has worked, or

1 other public agencies or private enterprises; and (iii) any additional information
2 obtained by the Contracting Agency which is believed to be relevant to the matter.
3

4 If the Contracting Agency determines the Bidder does not meet the bidder
5 responsibility criteria above and is therefore not a responsible Bidder, the
6 Contracting Agency shall notify the Bidder in writing, with the reasons for its
7 determination. If the Bidder disagrees with this determination, it may appeal the
8 determination within two (2) business days of the Contracting Agency's
9 determination by presenting its appeal and any additional information to the
10 Contracting Agency. The Contracting Agency will consider the appeal and any
11 additional information before issuing its final determination. If the final
12 determination affirms that the Bidder is not responsible, the Contracting Agency will
13 not execute a contract with any other Bidder until at least two business days after
14 the Bidder determined to be not responsible has received the Contracting Agency's
15 final determination.
16

17 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid:
18 Bidders with concerns about the relevancy or restrictiveness of the Supplemental
19 Bidder Responsibility Criteria may make or submit requests to the Contracting
20 Agency to modify the criteria. Such requests shall be in writing, describe the
21 nature of the concerns, and propose specific modifications to the criteria. Bidders
22 shall submit such requests to the Contracting Agency no later than five (5)
23 business days prior to the bid submittal deadline and address the request to the
24 Project Engineer or such other person designated by the Contracting Agency in the
25 Bid Documents.
26

27 **1-02.15 Pre Award Information**

28 *(August 14, 2013 APWA GSP)*

Modification

29
30 Revise this section to read:

31
32 Before awarding any contract, the Contracting Agency may require one or more of
33 these items or actions of the apparent lowest responsible bidder:

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

1 **SECTION 1-03, AWARD AND EXECUTION OF CONTRACT**

2
3 **1-03.1 Consideration of Bids**

4 *(January 23, 2006 APWA GSP)*

Modification

5
6 Revise the first paragraph to read:

7
8 After opening and reading proposals, the Contracting Agency will check them for
9 correctness of extensions of the prices per unit and the total price. If a discrepancy
10 exists between the price per unit and the extended amount of any bid item, the price
11 per unit will control. If a minimum bid amount has been established for any item and
12 the bidder's unit or lump sum price is less than the minimum specified amount, the
13 Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum
14 specified amount and recalculate the extension. The total of extensions, corrected
15 where necessary, including sales taxes where applicable and such additives and/or
16 alternates as selected by the Contracting Agency, will be used by the Contracting
17 Agency for award purposes and to fix the Awarded Contract Price amount and the
18 amount of the contract bond.

19
20 **1-03.3 Execution of Contract**

21 *(January 19, 2022 APWA GSP)*

Modification

22
23 Revise this section to read:

24
25 Within 3 calendar days of Award date (not including Saturdays, Sundays and
26 Holidays), the successful Bidder shall provide the information necessary to execute
27 the Contract to the Contracting Agency. The Bidder shall send the contact
28 information, including the full name, email address, and phone number, for the
29 authorized signer and bonding agent to the Contracting Agency.

30
31 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
32 available for signature by the successful bidder on the first business day following
33 award. The number of copies to be executed by the Contractor will be determined by
34 the Contracting Agency.

35
36 Within 10 calendar days after the award date, the successful bidder shall return the
37 signed Contracting Agency-prepared contract, an insurance certification as required
38 by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the
39 Transfer of Coverage form for the Construction Stormwater General Permit with
40 sections I, III, and VIII completed when provided. Before execution of the contract by
41 the Contracting Agency, the successful bidder shall provide any pre-award
42 information the Contracting Agency may require under Section 1-02.15.

43
44 Until the Contracting Agency executes a contract, no proposal shall bind the
45 Contracting Agency nor shall any work begin within the project limits or within
46 Contracting Agency-furnished sites. The Contractor shall bear all risks for any work
47 begun outside such areas and for any materials ordered before the contract is
48 executed by the Contracting Agency.

1 If the bidder experiences circumstances beyond their control that prevents return of
2 the contract documents within the calendar days after the award date stated above,
3 the Contracting Agency may grant up to a maximum of 10 additional calendar days
4 for return of the documents, provided the Contracting Agency deems the
5 circumstances warrant it.

6
7 **1-03.4 Contract Bond**

8 *(February 1, 2017 CON GSP)*

Replacement

9
10 Delete the first paragraph and replace it with the following:

11
12 The successful bidder shall provide executed payment and performance bonds each
13 for the full contract amount. Each bond shall:

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

41
42 **1-03.7 Judicial Review**

43 *(November 30, 2018 APWA GSP)*

Modification

44
45 Revise this section to read:
46

1 Any decision made by the Contracting Agency regarding the Award and execution of
2 the Contract or Bid rejection shall be conclusive subject to the scope of judicial
3 review permitted under Washington Law. Such review, if any, shall be timely filed in
4 the Superior Court of the county where the Contracting Agency headquarters is
5 located, provided that where an action is asserted against a county, RCW 36.01.050
6 shall control venue and jurisdiction.
7

8
9 **SECTION 1-04, SCOPE OF WORK**

10
11 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
12 **Specifications, and Addenda**

13 *(December 10, 2020 APWA GSP)*

Modification

14
15 Revise the second paragraph to read:

16
17 Any inconsistency in the parts of the contract shall be resolved by following this order
18 of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 19 1. Addenda,
- 20 2. Proposal Form,
- 21 3. Special Provisions,
- 22 4. Contract Plans,
- 23 5. Standard Specifications,
- 24 6. Contracting Agency's Standard Plans or Details (if any), and
- 25 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

26
27 **1-04.4(1) Minor Changes**

28 *(May 30, 2019 APWA GSP)*

Replacement

29
30 Delete the first paragraph and replace it with the following:

31
32 Payments or credits for changes amounting to \$10,000 or less may be made under
33 the Bid item "Minor Change". At the discretion of the Contracting Agency, this
34 procedure for Minor Changes may be used in lieu of the more formal procedure as
35 outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope
36 of the Contract Work and will not change Contract Time.
37

38 **1-04.6 Variation in Estimated Quantities**

39 *(July 23, 2015 APWA GSP, Option B)*

Modification

40
41 Revise the first paragraph to read:

42
43 Payment to the Contractor will be made only for the actual quantities of Work
44 performed and accepted in conformance with the Contract. When the accepted
45 quantity of Work performed under a unit item varies from the original Proposal quantity,
46 payment will be at the unit Contract price for all Work unless the total accepted quantity
47 of any Contract item, adjusted to exclude added or deleted amounts included in
48 change orders accepted by both parties, increases or decreases by more than 25
49 percent from the original Proposal quantity, and if the total extended bid price for that
50 item at time of award is equal to or greater than 10 percent of the total contract price

1 at time of award. In that case, payment for contract work may be adjusted as described
2 herein:
3
4

5 **SECTION 1-05, CONTROL OF WORK**
6

7 **1-05.4 Conformity With and Deviations From Plans and Stakes**
8

9 **1-05.4(1) Construction Surveying – Roadway & Structures**
10

11 **(*****)**
12

13 New Section:
14

15 Copies of the Contracting Agency provided primary survey control data are available
16 for the bidder's inspection at the office of the Project Engineer.

17 The Contractor shall be responsible for setting, maintaining, and resetting all alignment
18 stakes, slope stakes, and grades necessary for the construction of the roadbed,
19 drainage, surfacing, paving, bridges, retaining walls, channelization and pavement
20 marking, illumination and signals, guardrails and barriers, and signing. Except for the
21 survey control data to be furnished by the Contracting Agency, calculations, surveying,
22 and measuring required for setting and maintaining the necessary lines and grades
23 shall be the Contractor's responsibility.
24

25 The Contractor shall inform the Engineer when monuments are discovered that were
26 not identified in the Plans and construction activity may disturb or damage the
27 monuments. All monuments noted on the plans "DO NOT DISTURB" shall be
28 protected throughout the length of the project or be replaced at the Contractor's
29 expense.
30

31 Detailed survey records shall be maintained, including a description of the work
32 performed on each shift, the methods utilized, and the control points used. The record
33 shall be adequate to allow the survey to be reproduced. A copy of each day's record
34 shall be provided to the Engineer within three working days after the end of the shift.
35

36 The meaning of words and terms used in this provision shall be as listed in "Definitions
37 of Surveying and Associated Terms" current edition, published by the American
38 Congress on Surveying and Mapping and the American Society of Civil Engineers.
39

40 The survey work shall include but not be limited to the following:
41

- 42 1. Verify the primary horizontal and vertical control furnished by the Contracting
43 Agency, and expand into secondary control by adding stakes and hubs as well
44 as additional survey control needed for the project. Provide descriptions of
45 secondary control to the Contracting Agency. The description shall include
46 coordinates and elevations of all secondary control points.
47
- 48 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks
49 on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs)
50 and at points on the alignments spaced no further than 50 feet.
51

- 1 3. Establish clearing limits, placing stakes at all angle points and at intermediate
2 points not more than 50 feet apart. The clearing and grubbing limits shall
3 generally be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut
4 unless otherwise shown in the Plans.
5
- 6 4. Establish grading limits, placing slope stakes at centerline increments not more
7 than 50 feet apart. Establish offset reference to all slope stakes. If Global
8 Positioning Satellite (GPS) Machine controls are used to provide grade control,
9 then slope stakes may be omitted at the discretion of the Contractor.
10
- 11 5. Establish the horizontal and vertical location of all drainage features, placing
12 offset stakes to all drainage structures and to pipes at a horizontal interval not
13 greater than 25 feet.
14
- 15 6. Establish roadbed and surfacing elevations by placing stakes at the top of
16 subgrade and at the top of each course of surfacing. Subgrade and surfacing
17 stakes shall be set at horizontal intervals not greater than 50 feet in tangent
18 sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-
19 foot intervals in intersection radii with a radius less than 10 feet. Transversely,
20 stakes shall be placed at all locations where the roadway slope changes and
21 at additional points such that the transverse spacing of stakes is not more than
22 12 feet. If GPS Machine Controls are used to provide grade control, then
23 roadbed and surfacing stakes may be omitted at the discretion of the
24 Contractor.
25
- 26 7. Establish intermediate elevation benchmarks as needed to check work
27 throughout the project.
28
- 29 8. Provide references for paving pins at 25-foot intervals or provide simultaneous
30 surveying to establish location and elevation of paving pins as they are being
31 placed.
32
- 33 9. For all other types of construction included in this provision, (including but not
34 limited to channelization and pavement marking, illumination and signals,
35 guardrails and barriers, and signing) provide staking and layout as necessary
36 to adequately locate, construct, and check the specific construction activity.
37
- 38 10. The Contractor shall determine if changes are needed to the profiles or roadway
39 sections shown in the Contract Plans in order to achieve proper smoothness
40 and drainage where matching into existing features, such as a smooth
41 transition from new pavement to existing pavement. The Contractor shall
42 submit these changes to the Project Engineer for review and approval 10 days
43 prior to the beginning of work.
44

45 The Contractor shall provide the Contracting Agency copies of any calculations and
46 staking data when requested by the Engineer.
47

48 To facilitate the establishment of these lines and elevations, the Contracting Agency
49 will provide the Contractor with primary survey control information consisting of
50 descriptions of two primary control points used for the horizontal and vertical control,
51 and descriptions of two additional primary control points for every additional three

1 miles of project length. Primary control points will be described by reference to the
 2 project alignment and the coordinate system and elevation datum utilized by the
 3 project. In addition, the Contracting Agency will supply horizontal coordinates for the
 4 beginning and ending points and for each Point of Intersection (PI) on each alignment
 5 included in the project.

6
 7 The Contractor shall ensure a surveying accuracy within the following tolerances:
 8

	Vertical	Horizontal
Slope Stakes	±0.1 foot	±0.10 foot
Subgrade grade stakes set 0.04 feet below grade	±0.01 foot	±0.5 foot (parallel to alignment) ±0.1 foot (normal to alignment)
Stationing on roadway	N/A	±0.1 foot
Stationing on superstructure/ substructure	±0.05 foot	±0.01 foot
Alignment on roadway	N/A	±0.04 foot
Surfacing grade stakes	±0.01 foot	±0.5 foot (parallel to alignment) ±0.1 foot (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 foot	±0.2 foot (parallel to alignment) ±0.1 foot (normal to alignment)
Roadway Paving Pins for Surfacing or Paving	±0.01 foot	±0.1 foot (parallel to alignment) ±0.05 foot (normal to alignment)
Alignment of sanitary sewer and storm sewer structures	±0.01 foot	±0.1 foot
Walls	±0.01 foot	±0.04 foot
Curb and Gutter	±0.01 foot	±0.01 foot

9
 10 The Contracting Agency may spot-check the Contractor's surveying. These spot
 11 checks will not change the requirements for normal checking by the Contractor.
 12

13 When staking roadway alignment and stationing, the Contractor shall perform
 14 independent checks from different secondary control to ensure that the points staked
 15 are within the specified survey accuracy tolerances.
 16

17 The Contractor shall calculate coordinates for the alignment. The Contracting Agency
 18 will verify these coordinates prior to issuing approval to the Contractor for commencing

1 with the work. The Contracting Agency will require up to seven calendar days from the
2 date the data is received.

3
4 Contract work to be performed using contractor-provided stakes shall not begin until
5 the stakes are approved by the Contracting Agency. Such approval shall not relieve
6 the Contractor of responsibility for the accuracy of the stakes.

7
8 Stakes shall be marked in accordance with WSDOT Standard Plan A10.10. When
9 stakes are needed that are not described in the Plans, then those stakes shall be
10 marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

11
12 The Contractor shall be fully responsible for the close coordination of field locations and
13 measurements with appropriate dimensions of structural members being fabricated.

14
15 **Measurement**

16 No unit of measurement shall apply to the lump sum price for
17 construction surveying.

18
19 **Payment**

20 Payment will be incidental to the total project lump sum bid for the
21 following bid item:

22 "Construction Surveying", per lump sum.

23 The lump sum Contract price for "Construction Surveying" shall be
24 full pay for all labor, equipment, materials, and supervision utilized
25 to perform the Work specified, including any resurveying, checking,
26 correction of errors, replacement of missing or damaged stakes,
27 and coordination efforts.

28
29 **1-05.4(3) Payment**

30 *(February 1, 2017 CON GSP)*

New

31
32 New Section:

33
34 Payment will be made in accordance with section 1-04.1 of the Standard Specifications
35 for the following bid item when included in the bid proposal.

36
37 "Construction Surveying", lump sum.

38 The lump sum contract price for "Construction Surveying" shall be full pay for all labor,
39 equipment, materials, and supervision utilized to perform the work specified, including
40 any resurveying, checking, correction of errors, replacement of missing or damaged
41 stakes, and coordination efforts. 25 percent of the total cost in the bid item for
42 "Construction Surveying" will be applied to the Record Drawings and will be paid upon
43 submittal and acceptance of the Record Drawings.

44
45
46 **1-05.7 Removal of Defective and Unauthorized Work**

47 *(October 1, 2005 APWA GSP)*

Supplement

48
49 Supplement this section with the following:

1 If the Contractor fails to remedy defective or unauthorized work within the time
2 specified in a written notice from the Engineer, or fails to perform any part of the work
3 required by the Contract Documents, the Engineer may correct and remedy such work
4 as may be identified in the written notice, with Contracting Agency forces or by such
5 other means as the Contracting Agency may deem necessary.
6

7 If the Contractor fails to comply with a written order to remedy what the Engineer
8 determines to be an emergency situation, the Engineer may have the defective and
9 unauthorized work corrected immediately, have the rejected work removed and
10 replaced, or have work the Contractor refuses to perform completed by using
11 Contracting Agency or other forces. An emergency situation is any situation when, in
12 the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might
13 cause serious risk of loss or damage to the public.
14

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

23 No adjustment in contract time or compensation will be allowed because of the delay
24 in the performance of the work attributable to the exercise of the Contracting Agency's
25 rights provided by this Section.
26

27 The rights exercised under the provisions of this section shall not diminish the
28 Contracting Agency's right to pursue any other avenue for additional remedy or
29 damages with respect to the Contractor's failure to perform the work as required.
30

31 **1-05.11 Final Inspection**

32
33 Delete this Section and replace it with the following:

34 35 **1-05.11 Final Inspections and Operational Testing** 36 *(October 1, 2005 APWA GSP)*

Replacement

37 38 **1-05.11(1) Substantial Completion Date**

39
40 When the Contractor considers the work to be substantially complete, the Contractor
41 shall so notify the Engineer and request the Engineer establish the Substantial
42 Completion Date. The Contractor's request shall list the specific items of work that
43 remain to be completed in order to reach physical completion. The Engineer will
44 schedule an inspection of the work with the Contractor to determine the status of
45 completion. The Engineer may also establish the Substantial Completion Date
46 unilaterally.
47

48 If, after this inspection, the Engineer concurs with the Contractor that the work is
49 substantially complete and ready for its intended use, the Engineer, by written notice
50 to the Contractor, will set the Substantial Completion Date. If, after this inspection the
51 Engineer does not consider the work substantially complete and ready for its intended

1 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
2 therefor.

3
4 Upon receipt of written notice concurring in or denying substantial completion,
5 whichever is applicable, the Contractor shall pursue vigorously, diligently and without
6 unauthorized interruption, the work necessary to reach Substantial and Physical
7 Completion. The Contractor shall provide the Engineer with a revised schedule
8 indicating when the Contractor expects to reach substantial and physical completion
9 of the work.

10
11 The above process shall be repeated until the Engineer establishes the Substantial
12 Completion Date and the Contractor considers the work physically complete and ready
13 for final inspection.

14
15 **1-05.11(2) Final Inspection and Physical Completion Date**

16
17 When the Contractor considers the work physically complete and ready for final
18 inspection, the Contractor by written notice, shall request the Engineer to schedule a
19 final inspection. The Engineer will set a date for final inspection. The Engineer and
20 the Contractor will then make a final inspection and the Engineer will notify the
21 Contractor in writing of all particulars in which the final inspection reveals the work
22 incomplete or unacceptable. The Contractor shall immediately take such corrective
23 measures as are necessary to remedy the listed deficiencies. Corrective work shall
24 be pursued vigorously, diligently, and without interruption until physical completion of
25 the listed deficiencies. This process will continue until the Engineer is satisfied the
26 listed deficiencies have been corrected.

27
28 If action to correct the listed deficiencies is not initiated within 7 days after receipt of
29 the written notice listing the deficiencies, the Engineer may, upon written notice to
30 the Contractor, take whatever steps are necessary to correct those deficiencies
31 pursuant to Section 1-05.7.

32
33 The Contractor will not be allowed an extension of contract time because of a delay
34 in the performance of the work attributable to the exercise of the Engineer's right
35 hereunder.

36
37 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
38 Contracting Agency, in writing, of the date upon which the work was considered
39 physically complete. That date shall constitute the Physical Completion Date of the
40 contract, but shall not imply acceptance of the work or that all the obligations of the
41 Contractor under the contract have been fulfilled.

42
43 **1-05.11(3) Operational Testing**

44
45 It is the intent of the Contracting Agency to have at the Physical Completion Date a
46 complete and operable system. Therefore when the work involves the installation of
47 machinery or other mechanical equipment; street lighting, electrical distribution or
48 signal systems; irrigation systems; buildings; or other similar work it may be desirable
49 for the Engineer to have the Contractor operate and test the work for a period of time
50 after final inspection but prior to the physical completion date. Whenever items of
51 work are listed in the Contract Provisions for operational testing they shall be fully

1 tested under operating conditions for the time period specified to ensure their
2 acceptability prior to the Physical Completion Date. During and following the test
3 period, the Contractor shall correct any items of workmanship, materials, or
4 equipment which prove faulty, or that are not in first class operating condition.
5 Equipment, electrical controls, meters, or other devices and equipment to be tested
6 during this period shall be tested under the observation of the Engineer, so that the
7 Engineer may determine their suitability for the purpose for which they were installed.
8 The Physical Completion Date cannot be established until testing and corrections
9 have been completed to the satisfaction of the Engineer.

10
11 The costs for power, gas, labor, material, supplies, and everything else needed to
12 successfully complete operational testing, shall be included in the unit contract prices
13 related to the system being tested, unless specifically set forth otherwise in the
14 proposal.

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

17
18 **1-05.12 Final Acceptance**

19
20 Add the following new section:

21
22 **1-05.12(1) One-Year Guarantee Period**

23 *(March 8, 2013 APWA GSP)*

New

24
25 The Contractor shall return to the project and repair or replace all defects in
26 workmanship and material discovered within one year after Final Acceptance of the
27 Work. The Contractor shall start work to remedy any such defects within 7 calendar
28 days of receiving Contracting Agency's written notice of a defect, and shall complete
29 such work within the time stated in the Contracting Agency's notice. In case of an
30 emergency, where damage may result from delay or where loss of services may result,
31 such corrections may be made by the Contracting Agency's own forces or another
32 contractor, in which case the cost of corrections shall be paid by the Contractor. In
33 the event the Contractor does not accomplish corrections within the time specified, the
34 work will be otherwise accomplished and the cost of same shall be paid by the
35 Contractor.

36
37 When corrections of defects are made, the Contractor shall then be responsible for
38 correcting all defects in workmanship and materials in the corrected work for one year
39 after acceptance of the corrections by Contracting Agency.

40 This guarantee is supplemental to and does not limit or affect the requirements that
41 the Contractor's work comply with the requirements of the Contract or any other legal
42 rights or remedies of the Contracting Agency.

43
44 **1-05.13 Superintendents, Labor and Equipment of Contractor**

45 *(August 14, 2013 APWA GSP)*

Modification

46
47 Delete the sixth and seventh paragraphs of this section.

1 **1-05.14 Cooperation With Other Contractors**

2 (March 13, 1995 WSDOT GSP)

Supplement

3
4 Supplement this Section with the following:

5
6 **Other Contracts or Other Work**

7 It is anticipated that the following work adjacent to or within the limits of this project will
8 be performed by others during the course of this project and will require coordination
9 of the work:

10
11 [None]

12
13 **1-05.15 Method of Serving Notices**

14 (March 25, 2009 APWA GSP)

Modification

15
16 Revise the second paragraph to read:

17
18 All correspondence from the Contractor shall be directed to the Project Engineer. All
19 correspondence from the Contractor constituting any notification, notice of protest,
20 notice of dispute, or other correspondence constituting notification required to be
21 furnished under the Contract, must be in paper format, hand delivered or sent via mail
22 delivery service to the Project Engineer's office. Electronic copies such as e-mails or
23 electronically delivered copies of correspondence will not constitute such notice and
24 will not comply with the requirements of the Contract.

25
26 **1-05.16 Water and Power**

27 (October 1, 2005 APWA GSP)

New

28
29 Add the following new section:

30
31 The Contractor shall make necessary arrangements, and shall bear the costs for
32 power and water necessary for the performance of the work, unless the Contract
33 includes power and water as a pay item.

34
35 **1-05.18 Record Drawings**

36 (March 8, 2013 APWA GSP)

New

37
38 Add the following new section:

39
40 The Contractor shall maintain one set of full size plans for Record Drawings, updated
41 with clear and accurate red-lined field revisions on a daily basis, and within 2 business
42 days after receipt of information that a change in Work has occurred. The Contractor
43 shall not conceal any work until the required information is recorded.

44
45 This Record Drawing set shall be used for this purpose alone, shall be kept separate
46 from other Plan sheets, and shall be clearly marked as Record Drawings. These
47 Record Drawings shall be kept on site at the Contractor's field office, and shall be
48 available for review by the Contracting Agency at all times. The Contractor shall bring
49 the Record Drawings to each progress meeting for review.

1 The preparation and upkeep of the Record Drawings is to be the assigned
 2 responsibility of a single, experienced, and qualified individual. The quality of the
 3 Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate
 4 to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract
 5 Drawings to produce a complete set of Record Drawings for the Contracting Agency
 6 without further investigative effort by the Contracting Agency.

7
 8 The Record Drawing markups shall document all changes in the Work, both concealed
 9 and visible. Items that must be shown on the markups include but are not limited to:

- 10
- 11 • Actual dimensions, arrangement, and materials used when different than shown
 12 in the Plans.
- 13 • Changes made by Change Order or Field Order.
- 14 • Changes made by the Contractor.
- 15 • Accurate locations of storm sewer, sanitary sewer, water mains and other water
 16 appurtenances, structures, conduits, light standards, vaults, width of roadways,
 17 sidewalks, landscaping areas, building footprints, channelization and pavement
 18 markings, etc. Include pipe invert elevations, top of castings (manholes, inlets,
 19 etc.).
- 20

21 If the Contract calls for the Contracting Agency to do all surveying and staking, the
 22 Contracting Agency will provide the elevations at the tolerances the Contracting
 23 Agency requires for the Record Drawings.

24
 25 When the Contract calls for the Contractor to do the surveying/staking, the applicable
 26 tolerance limits include, but are not limited to the following:

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

27
 28
 29 Making Entries on the Record Drawings:

- 30
- 31 • Use erasable colored pencil (not ink) for all markings on the Record Drawings,
 32 conforming to the following color code:
- 33 • Additions - Red
- 34 • Deletions - Green
- 35 • Comments - Blue
- 36 • Dimensions- Graphite

- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following bid item:

Record Drawings (Minimum Bid \$ \$\$\$)	Lump Sum
--	----------

Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

1-05.19 Stockpiling of Materials and Construction Office

(February 1, 2017 CON GSP)

New

Add the following new section:

This Contract *****does***** provide for an onsite location for the Contractor to stockpile materials and/or a construction office (staging). If the Contractor requires staging on private property, it shall be the Contractor’s responsibility to secure all private property rights for staging at the Contractor’s expense. If approved by the City, City Right of Way may be utilized for location of staging. Contractor shall propose location, methods of securing the site, and site restoration to the City for consideration. Selected Right of Way locations shall not impede traffic at any time. The Contractor may utilize the construction work zone within the City’s Right of Way for staging as long as such staging does not impede the normal flow of traffic outside that caused by construction activity associated with the work.

SECTION 1-06, CONTROL OF MATERIALS

1-06.1 Approval of Materials Prior to Use

(February 1, 2017 CON GSP)

Supplement

This Section is supplemented with the following:

1
2 The Contractor shall be responsible for the accuracy and completeness of the
3 information contained in each QPL and RAM submittal and shall ensure that all
4 material, equipment or method of work shall be as described in the QPL and
5 approved RAM. The Contractor shall verify that all features of all products conform to
6 the requirements of the Contract and Plans. The Contractor shall ensure that there is
7 no conflict with other submittals and specifically notify the Contracting Agency in each
8 case where the Contractor's submittal may affect the work of another contractor or the
9 Contracting Agency. The Contractor shall ensure coordination of submittals among
10 the related crafts and subcontractors. If the Contractor proposes to provide material,
11 equipment, or a method of work, which deviates from the Contract, the Contractor
12 shall indicate so on the transmittal form accompanying the QPL and/or RAM
13 submittals and submit a written request to the Engineer for approval of the proposed
14 substitution.

15
16 Submittals required for the Work shall include any or all of the following, as required
17 by the Contract:

- 18
19 a. Manufacturer's literature
20 b. Shop drawings
21 c. Material samples
22 d. Test reports
23

24 **Timing of Product Submittals**

25 All submittal information shall be sent to the Engineer through the Contractor.
26

27 All submittals shall be provided far enough in advance of installation to allow sufficient
28 time for reviews and necessary approvals.
29

30 The Contractor shall allow at least 14 calendar days for the Engineer's review of all
31 submittals.
32

33 **Number of Submittals**

34 The Contractor shall submit four (min.) copies of each QPL and RAM submittal. One
35 (min.) copy will be returned to the Contractor and three (min.) will be retained by the
36 Contracting Agency and Engineer. In lieu of submitting paper copies the Contractor
37 may submit QPLs and RAMs electronically.
38

39 **Resubmittals**

40 When a submittal is resubmitted for any reason, it shall be resubmitted referencing the
41 previous RAM # and the number of times it has been resubmitted (RAM # - times
42 resubmitted).
43

44 **Delays**

45 All costs of delays caused by the failure of the Contractor to provide submittals in a
46 timely manner will be borne by the Contractor.
47

48 **Payment**

49 The cost to prepare and submit submittals, equipment manuals, testing, and materials
50 samples shall be included in the bid prices for various items associated with the
51 required submittals.

1
2 **1-06.1(2) Request for Approval of Material (RAM)**
3 (February 1, 2017 CON GSP)

Supplement

4
5 This Section is supplemented with the following:

6
7 **Submittal Information**

8 Shop, catalog, and other appropriate drawings shall be submitted to the Engineer for
9 review prior to fabrication or ordering of all equipment or materials specified. Submittal
10 documents shall be clearly edited to indicate only those items, models, or series of
11 materials or equipment which are being submitted for review. All extraneous materials
12 shall be crossed out or otherwise obliterated.

13
14 Shop drawings shall be submitted in the form of blue-line or black-line prints of each
15 sheet. Blueprint submittals will not be acceptable.

16
17 All shop drawings shall be accurately drawn to a scale sufficiently large enough to
18 show pertinent features and methods of connection or jointing. Figure dimensions
19 shall be used on all shop drawings, as opposed to scaled dimensions.

20
21 All shop drawings shall bear the Contractor's certification that the Contractor has
22 reviewed, checked, and approved the shop drawings.

23
24 **1-06.2(1) Samples and Test for Acceptance**
25 (February 1, 2017 CON GSP)

Supplement

26
27 This Section is supplemented with the following:

28
29 The Contractor shall be responsible for all materials testing specified in the Contract
30 Provisions. The materials testing laboratory shall be accredited for performing the
31 various testing methods either by AASHTO R18, AASHTO 150/IEC 17025, or the
32 American Association for Laboratory Accreditation and further approved by the
33 Contracting Agency. Test methods shall be completed in accordance with the current
34 WSDOT Standard Specifications and Construction Manual. The Engineer or the
35 Inspector shall specify the items or areas to be tested. The materials testing laboratory
36 shall send test results directly to the Contracting Agency. Any area that does not meet
37 the material gradation and/or compaction test requirements shall be repaired/replaced
38 at the Contractor's expense. Areas that do not meet compaction test requirements
39 shall be retested at the Contractor's expense. Locations for testing and retesting shall
40 be selected and marked by the Engineer.

41
42 The maximum density and optimum moisture content methods shall be in accordance
43 with the Contract Provisions. The frequency and type of testing the Contractor shall
44 provide is listed below:

45
46 **Earthwork**

47

Item	Test	Testing Frequency
Subgrades	In Place Density ⁽³⁾	One test per lift per 2,500 sq. ft.

	Moisture Density Relationship (Modified Proctor)	One test and any time material type changes.
Embankments or Borrows	In Place Density ⁽³⁾	One test per lift per 500 cubic yards placed

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2
3

Aggregate Materials

Item	Test	Testing Frequency
Crushed Surfacing Top Course	Gradation, SE and Fracture	One per each material source.
	Density ⁽¹⁾	One test on every lift on material placed at a frequency of 250 square yards of completed area.
	Moisture Density Relationship (Modified Proctor)	One test and any time material type changes.
Gravel Backfill for Walls	Gradation and SE	One for each material source
	Density	One for every 100 feet of wall and every 2 feet in depth of material.

4
5
6

Hot Mix Asphalt

Item	Test	Testing Frequency
HMA	Rice Density, Gradation and	1 – 800 TN. ⁽⁴⁾
	Compaction ⁽¹⁾	1 – 80 TN.

8
9
10

Hot Mix Asphalt Aggregate

Item	Test	Testing Frequency
Aggregate	SE, Fracture Uncompacted Void Content of Fine	1 – 1,600 TN.
Blend Sand	SE	1 - Project
Mineral Filler	Sp. G and PI	Certificate

12
13
14
15
16
17
18

- (1) All acceptance tests shall be conducted from in-place samples.
- (2) Additional tests shall be conducted when variations occur due to the Contractor's operations, weather conditions, site conditions, etc.
- (3) All compaction shall be in accordance with the Compaction Control Test of Section 2-03.3(14)D. The nuclear densometer, if properly calibrated, may

1 be used for the required testing frequency and procedures. The densometer
2 shall be calibrated and is recommended for use when the time for complete
3 results becomes critical.

- 4 (4) A minimum of three samples, on a random basis, shall be taken and
5 tested.
6

7 **Payment**

8 All costs to prepare and implement the sample and testing program shall be included
9 in the bid prices for the various items associated with the sample and testing program.
10

11 **1-06.1(4) Fabrication Inspection Expense**

12 *(June 27, 2011 APWA GSP)*

Deletion

13
14 Delete this section in its entirety.
15

16 **1-06.6 Recycled Materials**

17 *(January 4, 2016 APWA GSP)*

Deletion

18
19 Delete this section, including its subsections, and replace it with the following:
20

21 The Contractor shall make their best effort to utilize recycled materials in the
22 construction of the project. Approval of such material use shall be as detailed
23 elsewhere in the Standard Specifications.
24

25 Prior to Physical Completion the Contractor shall report the quantity of recycled
26 materials that were utilized in the construction of the project for each of the items listed
27 in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete
28 aggregate, recycled glass, steel furnace slag and other recycled materials (e.g.
29 utilization of on-site material and aggregates from concrete returned to the supplier).
30 The Contractor's report shall be provided on DOT form 350-075 Recycled Materials
31 Reporting.
32
33

34 **SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**
35

36 **1-07.1 Laws to be Observed**

37 *(October 1, 2005 APWA GSP)*

Supplement

38
39 This Section is supplemented with the following:
40

41 In cases of conflict between different safety regulations, the more stringent regulation shall
42 apply.
43

44 The Washington State Department of Labor and Industries shall be the sole and
45 paramount administrative agency responsible for the administration of the provisions of
46 the Washington Industrial Safety and Health Act of 1973 (WISHA).
47

48 The Contractor shall maintain at the project site office, or other well-known place at the
49 project site, all articles necessary for providing first aid to the injured. The Contractor shall
50 establish, publish, and make known to all employees, procedures for ensuring immediate
51 removal to a hospital, or doctor's care, persons, including employees, who may have been

1 injured on the project site. Employees should not be permitted to work on the project site
2 before the Contractor has established and made known procedures for removal of injured
3 persons to a hospital or a doctor's care.
4

5 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of
6 the Contractor's plant, appliances, and methods, and for any damage or injury resulting
7 from their failure, or improper maintenance, use, or operation. The Contractor shall be
8 solely and completely responsible for the conditions of the project site, including safety for
9 all persons and property in the performance of the work. This requirement shall apply
10 continuously, and not be limited to normal working hours. The required or implied duty of
11 the Engineer to conduct construction review of the Contractor's performance does not,
12 and shall not, be intended to include review and adequacy of the Contractor's safety
13 measures in, on, or near the project site.
14

15 **1-07.2 State Taxes**

16 Delete this section, including its sub-sections, in its entirety and replace it with the
17 following:
18

19 **1-07.2 State Sales Tax**
20 *(June 27, 2011 APWA GSP)*

Replacement

21
22 The Washington State Department of Revenue has issued special rules on the State
23 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
24 Contractor should contact the Washington State Department of Revenue for answers
25 to questions in this area. The Contracting Agency will not adjust its payment if the
26 Contractor bases a bid on a misunderstood tax liability.
27

28 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
29 contract amounts. In some cases, however, state retail sales tax will not be included.
30 Section 1-07.2(2) describes this exception.
31

32 The Contracting Agency will pay the retained percentage (or release the Contract
33 Bond if a FHWA-funded Project) only if the Contractor has obtained from the
34 Washington State Department of Revenue a certificate showing that all contract-
35 related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct
36 from its payments to the Contractor any amount the Contractor may owe the
37 Washington State Department of Revenue, whether the amount owed relates to this
38 contract or not. Any amount so deducted will be paid into the proper State fund.
39

40 **1-07.2(1) State Sales Tax — Rule 171**

41
42 WAC 458-20-171, and its related rules, apply to building, repairing, or improving
43 streets, roads, etc., which are owned by a municipal corporation, or political
44 subdivision of the state, or by the United States, and which are used primarily for foot
45 or vehicular traffic. This includes storm or combined sewer systems within and
46 included as a part of the street or road drainage system and power lines when such
47 are part of the roadway lighting system. For work performed in such cases, the
48 Contractor shall include Washington State Retail Sales Taxes in the various unit bid
49 item prices, or other contract amounts, including those that the Contractor pays on the
50 purchase of the materials, equipment, or supplies used or consumed in doing the work.
51

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

2
3 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new
4 or existing buildings, or other structures, upon real property. This includes, but is not
5 limited to, the construction of streets, roads, highways, etc., owned by the state of
6 Washington; water mains and their appurtenances; sanitary sewers and sewage
7 disposal systems unless such sewers and disposal systems are within, and a part of,
8 a street or road drainage system; telephone, telegraph, electrical power distribution
9 lines, or other conduits or lines in or above streets or roads, unless such power lines
10 become a part of a street or road lighting system; and installing or attaching of any
11 article of tangible personal property in or to real property, whether or not such personal
12 property becomes a part of the realty by virtue of installation.

13
14 For work performed in such cases, the Contractor shall collect from the Contracting
15 Agency, retail sales tax on the full contract price. The Contracting Agency will
16 automatically add this sales tax to each payment to the Contractor. For this reason,
17 the Contractor shall not include the retail sales tax in the unit bid item prices, or in any
18 other contract amount subject to Rule 170, with the following exception.

19
20 Exception: The Contracting Agency will not add in sales tax for a payment the
21 Contractor or a subcontractor makes on the purchase or rental of tools, machinery,
22 equipment, or consumable supplies not integrated into the project. Such sales taxes
23 shall be included in the unit bid item prices or in any other contract amount.

24
25 **1-07.2(3) Services**

26
27 The Contractor shall not collect retail sales tax from the Contracting Agency on any
28 contract wholly for professional or other services (as defined in Washington State
29 Department of Revenue Rules 138 and 244).

30
31 **1-07.6 Permits and Licenses**

32 *(February 1, 2017 CON GSP)*

Supplement

33
34 Supplement this Section with the following:

35
36 The Contracting Agency has obtained the following permits for this Project

- 37
38
 - 39 • Structural Permit, City of Newcastle
 - 40 • Building Permit, City of Newcastle
 - 41 • Washington Department of Fish and Wildlife (WDFW) Hydraulic Permit
42 Approval (HPA)

43
44 All other permits, licenses, inspections, etc., which may be required, shall be obtained
45 and paid for by the Contractor. The Contractor shall ensure that all necessary permits
46 are obtained, and is responsible for reviewing all permits to become familiar with the
47 requirements.

48
49 The Contractor and all subcontractors of any tier must obtain a City of Newcastle
50 Business License (Contractor).

1 Other permits and licenses that the Contractor must obtain and comply with, as
2 applicable, include, but are not limited to:

- 3
4 • ***Department of Ecology National Pollutant Discharge Elimination System
5 (NPDES) Construction Permit

6
7 The Contractor is cautioned to review all permits and other Contract Documents, and
8 schedule the work activities appropriately to complete the work within the number of
9 days stated in the Special Provisions. No additional compensation or extensions to
10 time will be granted to the Contractor due to the time constraints imposed by such
11 documents. The Contractor shall assume all responsibility for meeting all
12 requirements of all permits.

13
14 Any fines or penalties incurred by Contracting Agency for not meeting state water
15 quality standards and/or lack of stormwater pollution prevention on this Project shall
16 be deducted from monies otherwise due to Contractor. Any fines assessed directly to
17 Contractor shall be paid directly to the fining authority, at the Contractor's own cost.

18
19 **1-07.9(5) Required Documents**

20 *(January 3, 2020 APWA GSP)*

Replacement

21
22 Delete this section and replace it with the following:

23
24 **General**

25 All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and
26 Certified Payrolls, including a signed Statement of Compliance for Federal-aid
27 projects, shall be submitted to the Engineer and the State L&I online Prevailing Wage
28 Intent & Affidavit (PWIA) system.

29
30 **Intents and Affidavits**

31 On forms provided by the Industrial Statistician of State L&I, the Contractor shall
32 submit to the Engineer the following for themselves and for each firm covered under
33 RCW 39.12 that will or has provided Work and materials for the Contract:

- 34
- 35 1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form
36 number F700-029-000. The Contracting Agency will make no payment under
37 this Contract until this statement has been approved by State L&I and
38 reviewed by the Engineer.
 - 39 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number
40 F700-007-000. The Contracting Agency will not grant Completion until all
41 approved Affidavit of Wages paid for the Contractor and all Subcontractors
42 have been received by the Engineer. The Contracting Agency will not release
43 to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of
44 Prevailing Wages Paid" forms have been approved by State L&I and all of the
45 approved forms have been submitted to the Engineer for every firm that
46 worked on the Contract.

47
48
49 The Contractor is responsible for requesting these forms from State L&I and for paying
50 any fees required by State L&I.

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Certified Payrolls

Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no less than monthly on State funded projects.

Penalties for Noncompliance

The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, any or all payments may be withheld until compliance is achieved. In addition, failure to provide these payrolls may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

1-07.16 Protection and Restoration of Property

1-07.16(1) Private/Public Property

(February 1, 2017 CON GSP)

Supplement

Supplement this Section with the following:

The Contractor's work shall be confined to the Contracting Agency's premises, including easements, rights of entry and construction permit limits. The Contractor shall not enter upon or place materials on other property except by written consent of the individual owners and shall hold Owner harmless from all suits and actions of every kind and description that might result from the Contractor's use of property. The Contractor shall furnish, to the Owner, the written consent from the property owner(s) to use the property and a written release from the property owner(s) upon vacation of said property.

Contractor shall provide and maintain access to and from the Right of Way.

Contractor shall comply with all conditions of the project easements. Easement documents are located in the Appendices. Contractor shall indemnify Owner from claims on all easements and rights of entry. All other access rights outside the limits identified on the plans, will be the Contractor's responsibility to negotiate and obtain at the Contractor's expense.

Contractor shall restore all property within the temporary easements or rights of entry to its original condition or as indicated in the plans and specifications.

Only equipment with rubber tires or smooth tracks will be allowed on the finished roads or road surfaces which are not to be reconstructed as a part of this project. Tracks with cleats or other devices which damage the road surfacing will not be allowed. All outriggers shall be equipped with street pads.

Any additional costs due to delays or restrictions due to the construction within the Right-of-Way and furnishing access to adjacent property owners shall be considered incidental to the project, and shall also be merged in the respective unit and lump sum prices Bid.

1-07.16(1)A Garbage Service

1 (February 1, 2017 CON GSP)

New

2
3 Add the following new section:

4
5 The Contractor shall be responsible for and coordinating with the respective
6 agency for garbage pick-up. Services shall not be interrupted. If necessary,
7 Contractor shall be responsible for moving private garbage cans to and from any
8 temporary pick up location. Below is contact information for garbage service:
9

Waste Management www.wmnorthwest.com/newcastle (800) 592-9995 , Route Manager (206) 445-8907sreiswig@wm.com
--

10
11 **1-07.17 Utilities and Similar Facilities**

12 (February 1, 2017 CON GSP)

New

13
14 Supplement this section with the following:

15
16 Unless otherwise noted on the Plans, locations and dimensions shown in the Plans
17 are for existing facilities in accordance with available information obtained without
18 uncovering, measuring, or other verification. Other aboveground or underground
19 facilities not shown on the Plans may be encountered during the course of the work.
20

21 The Contractor is warned that there may be utilities on the project that are not part of
22 the One Number Locator Service system, this includes the City of Newcastle. The
23 City of Newcastle maintains storm sewers within the City limits. The Contractor must
24 contact utilities that are not part of the One Call system for locations.
25

26 The Contractor shall attend a mandatory utility preconstruction meeting with the
27 Engineer, all affected subcontractors, and all utility owners and their Contractors prior
28 to beginning onsite Work.
29

30 The following utility companies known to have facilities within the project limits or will
31 be adjusting, relocating, replacing or constructing utilities within the project limits are
32 supplied for the Contractor's use:
33

34 Puget Sound Energy (Electric & Gas)
35 Justin McConachie
36 Justin.McConachie@pse.com
37 (206) 517-3432
38

39 Comcast (Telecommunications)
40 Josef_Rusch@cable.comcast.com (253) 254-1137
41

42 Lumen (Telecommunications)
43 Tanaiya Anderson
44 Tanaiya.Anderson@lumen.com
45 (253) 458-6604

1
2 Coal Creek Utility District (Water & Sewer)

3 Patrick Martin
4 patrick@ccud.org
5 (425) 235-9200
6

7 Seattle Public Utilities

8 Bryan Solemsaas
9 bryan.solemsaas@seattle.gov
10 (206) 684-5971
11

12 **1-07.18 Public Liability and Property Damage Insurance**

13
14 Delete this section in its entirety, and replace it with the following:

15
16 **1-07.18 Insurance**

17 *(January 4, 2016 APWA GSP)*
18

19 **1-07.18(1) General Requirements**
20

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

1 E. The Contractor shall provide the Contracting Agency and all additional
2 insureds with written notice of any policy cancellation, within two business days
3 of their receipt of such notice.
4

5 F. The Contractor shall not begin work under the Contract until the required
6 insurance has been obtained and approved by the Contracting Agency
7

8 G. Failure on the part of the Contractor to maintain the insurance as required shall
9 constitute a material breach of contract, upon which the Contracting Agency
10 may, after giving five business days' notice to the Contractor to correct the
11 breach, immediately terminate the Contract or, at its discretion, procure or
12 renew such insurance and pay any and all premiums in connection therewith,
13 with any sums so expended to be repaid to the Contracting Agency on demand,
14 or at the sole discretion of the Contracting Agency, offset against funds due
15 the Contractor from the Contracting Agency.
16

17 H. All costs for insurance shall be incidental to and included in the unit or lump
18 sum prices of the Contract and no additional payment will be made.
19

20 **1-07.18(2) Additional Insured**

21
22 All insurance policies, with the exception of Workers Compensation, and of
23 Professional Liability and Builder's Risk (if required by this Contract) shall name the
24 following listed entities as additional insured(s) using the forms or endorsements
25 required herein:
26

- 27 ■ the City of Newcastle and its officers, elected officials, employees, agents, and
28 volunteers

29 The above-listed entities shall be additional insured(s) for the full available limits of
30 liability maintained by the Contractor, irrespective of whether such limits maintained
31 by the Contractor are greater than those required by this Contract, and irrespective of
32 whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4)
33 describes limits lower than those maintained by the Contractor.
34

35 For Commercial General Liability insurance coverage, the required additional insured
36 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing
37 operations and CG 20 37 10 01 for completed operations.
38

39 **1-07.18(3) Subcontractors**

40
41 The Contractor shall cause each Subcontractor of every tier to provide insurance
42 coverage that complies with all applicable requirements of the Contractor-provided
43 insurance as set forth herein, except the Contractor shall have sole responsibility for
44 determining the limits of coverage required to be obtained by Subcontractors.
45

46 The Contractor shall ensure that all Subcontractors of every tier add all entities listed
47 in 1-07.18(2) as additional insureds, and provide proof of such on the policies as
48 required by that section as detailed in 1-07.18(2) using an endorsement as least as
49 broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for
50 completed operations.
51

1 Upon request by the Contracting Agency, the Contractor shall forward to the
2 Contracting Agency evidence of insurance and copies of the additional insured
3 endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification
4 of Coverage.

5
6 **1-07.18(4) Verification of Coverage**

7
8 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance
9 and endorsements for each policy of insurance meeting the requirements set forth
10 herein when the Contractor delivers the signed Contract for the work. Failure of
11 Contracting Agency to demand such verification of coverage with these insurance
12 requirements or failure of Contracting Agency to identify a deficiency from the
13 insurance documentation provided shall not be construed as a waiver of Contractor's
14 obligation to maintain such insurance.

15
16 Verification of coverage shall include:

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

26
27 Upon request by the Contracting Agency, the Contractor shall forward to the
28 Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk
29 insurance is required on this Project, a full and certified copy of that policy is required
30 when the Contractor delivers the signed Contract for the work.

31
32 **1-07.18(5) Coverages and Limits**

33
34 The insurance shall provide the minimum coverages and limits set forth below.
35 Contractor's maintenance of insurance, its scope of coverage, and limits as required
36 herein shall not be construed to limit the liability of the Contractor to the coverage
37 provided by such insurance, or otherwise limit the Contracting Agency's recourse to
38 any remedy available at law or in equity.

39
40 All deductibles and self-insured retentions must be disclosed and are subject to
41 approval by the Contracting Agency. The cost of any claim payments falling within the
42 deductible or self-insured retention shall be the responsibility of the Contractor. In the
43 event an additional insured incurs a liability subject to any policy's deductibles or self-
44 insured retention, said deductibles or self-insured retention shall be the responsibility
45 of the Contractor.

46
47 **1-07.18(5)A Commercial General Liability**

48
49 Commercial General Liability insurance shall be written on coverage forms at least as
50 broad as ISO occurrence form CG 00 01, including but not limited to liability arising
51 from premises, operations, stop gap liability, independent contractors, products-

1 completed operations, personal and advertising injury, and liability assumed under an
2 insured contract. There shall be no exclusion for liability arising from explosion,
3 collapse or underground property damage.

4
5 The Commercial General Liability insurance shall be endorsed to provide a per project
6 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

7
8 Contractor shall maintain Commercial General Liability Insurance arising out of the
9 Contractor's completed operations for at least three years following Substantial
10 Completion of the Work.

11
12 Such policy must provide the following minimum limits:

13	\$1,000,000	Each Occurrence
14	\$2,000,000	General Aggregate
15	\$2,000,000	Products & Completed Operations Aggregate
16	\$1,000,000	Personal & Advertising Injury each offence
17	\$1,000,000	Stop Gap / Employers' Liability each accident

18
19 **1-07.18(5)B Automobile Liability**

20
21 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and
22 shall be written on a coverage form at least as broad as ISO form CA 00 01. If the
23 work involves the transport of pollutants, the automobile liability policy shall include
24 MCS 90 and CA 99 48 endorsements.

25
26 Such policy must provide the following minimum limit:

27	\$1,000,000	Combined single limit each accident
----	-------------	-------------------------------------

28
29 **1-07.18(5)C Workers' Compensation**

30
31 The Contractor shall comply with Workers' Compensation coverage as required by the
32 Industrial Insurance laws of the State of Washington.

33
34 **1.07.23 Public Convenience and Safety**

35 *(February 1, 2017 CON GSP)*

Supplement

36
37 Supplement this section with the following:

38
39 The Contractor shall notify all property owners and tenants of street and alley
40 closures, or other restrictions which may interfere with their access. Notification shall
41 be at least 48 hours in advance of such restrictions. When an existing access is to
42 be eliminated and replaced under the Contract by other access, the existing access
43 shall not be closed until the replacement access is available.

44
45 All unattended excavations shall be properly covered, barricaded, or fenced. Any
46 asphalt concrete pavement, crushed surfacing, gravel base, or water, required for
47 maintaining traffic during the project, shall be placed by the Contractor immediately
48 upon request by the Contracting Agency. Steel plates will be allowed if approved by
49 Engineer, and must be secured and supported properly, pinned, shimmed, welded,

1 and cold mix asphalt transitions added to prevent movement and provide smooth
2 transitions.

3
4 The Contractor shall be responsible for controlling dust and mud within the project
5 limits, and for cleaning all surfaced roadways affected by the Work. Contractor shall
6 clean up on a daily basis all refuse, rubbish, scrap material and debris caused by the
7 work, to the end that, at all times, the site of the work shall present a neat, orderly
8 and workmanlike appearance. Flushing shall not be used. The costs for such dust
9 and mud control and cleaning shall be incidental to the Contract, and no separate
10 payment will be made. In the event Contractor fails to conform to these
11 requirements, Owner shall have the right to have the work done by others and the
12 cost shall be deducted from moneys otherwise due to Contractor.

13
14 The Contractor may request the Engineer to shut down a traffic signal with 48 hours
15 advanced notice.

16
17 **1-07.23(1) Construction Under Traffic**

18 *(May 2, 2017 APWA GSP)*

Modification

19
20 Revise the third sentence of the second paragraph to read:

21
22 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if
23 approved by the Contracting Agency activating pedestrian recall timing or other
24 accommodation may be allowed during construction.

25
26 *(February 1, 2017 CON GSP)*

Supplement

27
28 Supplement this section with the following:

29
30 The Contractor shall be responsible for proper notification to and coordination with
31 all school districts, police and fire departments, U.S. mail, and all other persons or
32 agencies which provide public service types of business (refuse, etc.) which will
33 be affected by this project, and written notification shall be given at least one (1)
34 week in advance of construction. It shall be the Contractor's responsibility to keep
35 the school district and fire departments and others fully advised of his construction
36 progress, any required detours, and also the time of completion of the project.

37
38 *(January 5, 2015 WSDOT GSP)*

Supplement

39
40 Lane closures are subject to the following restrictions.

- 41
42
- 43 • Arterial streets: 9:00 a.m. to 3:30 p.m.
 - 44 • Residential Streets 7:00 a.m. to 5:00 p.m.

45
46 If the Engineer determines the permitted closure hours adversely affect traffic, the
47 Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in
48 writing of any change in the closure hours.

49
50 Lane closures are not allowed on any of the following:

- 1 1. A holiday,
- 2
- 3 2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or
- 4 Monday are considered a holiday weekend. A holiday weekend includes
- 5 Saturday, Sunday, and the holiday, and
- 6
- 7 3. After 3:00 p.m. on the day prior to a holiday or holiday weekend
- 8

9 **1-07.24 Rights of Way**
10 *(July 23, 2015 APWA GSP)*

Replacement

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

13
14 Street Right of Way lines, limits of easements, and limits of construction permits are
15 indicated in the Plans. The Contractor's construction activities shall be confined within
16 these limits, unless arrangements for use of private property are made.

17
18 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of
19 way and easements, both permanent and temporary, necessary for carrying out the
20 work. Exceptions to this are noted in the Bid Documents or will be brought to the
21 Contractor's attention by a duly issued Addendum.

22
23 Whenever any of the work is accomplished on or through property other than public
24 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any
25 easement agreement obtained by the Contracting Agency from the owner of the
26 private property. Copies of the easement agreements may be included in the Contract
27 Provisions or made available to the Contractor as soon as practical after they have
28 been obtained by the Engineer.

29
30 Whenever easements or rights of entry have not been acquired prior to advertising,
31 these areas are so noted in the Plans. The Contractor shall not proceed with any
32 portion of the work in areas where right of way, easements or rights of entry have not
33 been acquired until the Engineer certifies to the Contractor that the right of way or
34 easement is available or that the right of entry has been received. If the Contractor is
35 delayed due to acts of omission on the part of the Contracting Agency in obtaining
36 easements, rights of entry or right of way, the Contractor will be entitled to an extension
37 of time. The Contractor agrees that such delay shall not be a breach of contract.

38
39 Each property owner shall be given 48 hours notice prior to entry by the Contractor.
40 This includes entry onto easements and private property where private improvements
41 must be adjusted.

42
43 The Contractor shall be responsible for providing, without expense or liability to the
44 Contracting Agency, any additional land and access thereto that the Contractor may
45 desire for temporary construction facilities, storage of materials, or other Contractor
46 needs. However, before using any private property, whether adjoining the work or not,
47 the Contractor shall file with the Engineer a written permission of the private property
48 owner, and, upon vacating the premises, a written release from the property owner of
49 each property disturbed or otherwise interfered with by reasons of construction
50 pursued under this contract. The statement shall be signed by the private property
51 owner, or proper authority acting for the owner of the private property affected, stating

1 that permission has been granted to use the property and all necessary permits have
2 been obtained or, in the case of a release, that the restoration of the property has been
3 satisfactorily accomplished. The statement shall include the parcel number, address,
4 and date of signature. Written releases must be filed with the Engineer before the
5 Completion Date will be established.
6

7 8 **SECTION 1-08, PROSECUTION AND PROGRESS**

9
10 Add the following new section:
11

12 **1-08.0 Preliminary Matters**

13 *(May 25, 2006 APWA GSP)*

New

14 15 **1-08.0(1) Preconstruction Conference**

16 *(October 10, 2008 APWA GSP)*

New

17
18 Prior to the Contractor beginning the work, a preconstruction conference will be
19 held between the Contractor, the Engineer and such other interested parties as
20 may be invited. The purpose of the preconstruction conference will be:

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

29
30
31 The Contractor shall prepare and submit at the preconstruction conference the
32 following:

- 33 1. A breakdown of all lump sum items;
- 34 2. A preliminary schedule of working drawing submittals; and
- 35 3. A list of material sources for approval if applicable.

36 37 38 **1-08.0(2) Hours of Work**

39 *(December 8, 2014 APWA GSP)*

40
41 Except in the case of emergency or unless otherwise approved by the Engineer, the
42 normal working hours for the Contract shall be any consecutive 8-hour period between
43 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the
44 Contractor desires different than the normal working hours stated above, the request
45 must be submitted in writing prior to the preconstruction conference, subject to the
46 provisions below. The working hours for the Contract shall be established at or prior
47 to the preconstruction conference.

48
49 All working hours and days are also subject to local permit and ordinance conditions
50 (such as noise ordinances).

1
2 If the Contractor wishes to deviate from the established working hours, the Contractor
3 shall submit a written request to the Engineer for consideration. This request shall
4 state what hours are being requested, and why. Requests shall be submitted for
5 review no later than 48 hours prior to the day(s) the Contractor is requesting to change
6 the hours.

7
8 If the Contracting Agency approves such a deviation, such approval may be subject to
9 certain other conditions, which will be detailed in writing. For example:

- 10
11 1. On non-Federal aid projects, requiring the Contractor to reimburse the
12 Contracting Agency for the costs in excess of straight-time costs for
13 Contracting Agency representatives who worked during such times. (The
14 Engineer may require designated representatives to be present during the
15 work. Representatives who may be deemed necessary by the Engineer
16 include, but are not limited to: survey crews; personnel from the Contracting
17 Agency's material testing lab; inspectors; and other Contracting Agency
18 employees or third party consultants when, in the opinion of the Engineer, such
19 work necessitates their presence.)
20 2. Considering the work performed on Saturdays, Sundays, and holidays as
21 working days with regard to the contract time.
22 3. Considering multiple work shifts as multiple working days with respect to
23 contract time even though the multiple shifts occur in a single 24-hour period.
24 4. If a 4-10 work schedule is requested and approved the non working day for the
25 week will be charged as a working day.
26 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met
27 and recorded properly on certified payroll
28

29 **1-08.1 Subcontracting**

30 *(May 30, 2019 APWA GSP, Option B)*

Deletion

31
32 Delete the ninth paragraph, beginning with "On all projects, the Contractor shall
33 certify..."
34
35

36 **1-08.3(2)A Type A Progress Schedule**

37 *(March 13, 2012 APWA GSP)*

Modification

38
39 Revise this section to read:

40
41 The Contractor shall submit 2 copies of a Type A Progress Schedule no later than
42 at the preconstruction conference, or some other mutually agreed upon submittal
43 time. The schedule may be a critical path method (CPM) schedule, bar chart, or
44 other standard schedule format. Regardless of which format used, the schedule
45 shall identify the critical path. The Engineer will evaluate the Type A Progress
46 Schedule and approve or return the schedule for corrections within 15 calendar
47 days of receiving the submittal.
48

49 **1-08.3(3) Schedule Updates**

50 *(February 1, 2017 CON GSP)*

Supplement

1 Supplement this section with the following:
2

3 If the critical path is impacted, the Contractor shall update the complete project
4 schedule once per month and shall submit the updated schedule no later than the
5 progress payment period cut-off date.
6

7 **1-08.4 Prosecution of Work**
8

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

11 **1-08.4 Notice to Proceed and Prosecution of Work**
12 *(July 23, 2015 APWA GSP)*

Modification

13
14 Notice to Proceed will be given after the contract has been executed and the contract
15 bond and evidence of insurance have been approved and filed by the Contracting
16 Agency. The Contractor shall not commence with the work until the Notice to Proceed
17 has been given by the Engineer. The Contractor shall commence construction
18 activities on the project site within ten days of the Notice to Proceed Date, unless
19 otherwise approved in writing. The Contractor shall diligently pursue the work to the
20 physical completion date within the time specified in the contract. Voluntary shutdown
21 or slowing of operations by the Contractor shall not relieve the Contractor of the
22 responsibility to complete the work within the time(s) specified in the contract.
23

24 When shown in the Plans, the first order of work shall be the installation of high visibility
25 fencing to delineate all areas for protection or restoration, as described in the Contract.
26 Installation of high visibility fencing adjacent to the roadway shall occur after the
27 placement of all necessary signs and traffic control devices in accordance with 1-
28 10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to
29 inspect the fence. No other work shall be performed on the site until the Contracting
30 Agency has accepted the installation of high visibility fencing, as described in the
31 Contract.
32

33 **1-08.5 Time for Completion**

34 *(January 19, 2022 APWA GSP, Option A)*

Modification

35
36 Revise the third and fourth paragraphs to read:
37

38 Contract time shall begin on the first working day following the Notice to Proceed
39 Date.
40

41 Each working day shall be charged to the contract as it occurs, until the contract
42 work is physically complete. If substantial completion has been granted and all the
43 authorized working days have been used, charging of working days will cease. Each
44 week the Engineer will provide the Contractor a statement that shows the number of
45 working days: (1) charged to the contract the week before; (2) specified for the
46 physical completion of the contract; and (3) remaining for the physical completion of
47 the contract. The statement will also show the nonworking days and any partial or
48 whole day the Engineer declares as unworkable. The statement will be identified as
49 a Written Determination by the Engineer. If the Contractor does not agree with the
50 Written Determination of working days, the Contractor shall pursue the protest
51 procedures in accordance with Section 1-04.5. By failing to follow the procedures of

1 Section 1-04.5, the Contractor shall be deemed as having accepted the statement as
2 correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a
3 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would
4 ordinarily be charged as a working day then the fifth day of that week will be charged
5 as a working day whether or not the Contractor works on that day.
6

7 Revise the sixth paragraph to read:
8

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

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

34 **1-08.9 Liquidated Damages**

35 (*****)
36

37 Replace Section 1-08.9 with the following:
38

39 Time is of the essence of the Contract. Delays inconvenience the traveling public,
40 obstruct traffic, interfere with and delay commerce, and increase risk to Highway
41 users. Delays also cost tax payers undue sums of money, adding time needed for
42 administration, engineering, inspection, and supervision.
43

44 Accordingly, the Contractor agrees:
45

- 46 1. To pay liquidated damages in the amount of *** \$500 *** for each working
47 day beyond the number of working days established for Physical
48 Completion, and

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- 2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, liquidated damages identified 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.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract

The Contractor is responsible for all fines and other costs incurred by the Contracting Agency as a result of the Contractor not completing the Work with the conditions specified for the in-water work identified in the Hydraulic Project Approval issued by the Department of Fish and Wildlife.

SECTION 1-09, MEASUREMENT AND PAYMENT

1-09.2(1) General Requirements for Weighing Equipment

(July 23, 2015 APWA GSP, Option 2)

Modification

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.

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement

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

2
3 Delete the first four paragraphs and replace them with the following:

4
5 The basis of payment will be the actual quantities of Work performed according to
6 the Contract and as specified for payment.

7
8 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
9 Preconstruction Conference, to enable the Project Engineer to determine the Work
10 performed on a monthly basis. A breakdown is not required for lump sum items that
11 include a basis for incremental payments as part of the respective Specification.
12 Absent a lump sum breakdown, the Project Engineer will make a determination
13 based on information available. The Project Engineer’s determination of the cost of
14 work shall be final.

15
16 Progress payments for completed work and material on hand will be based upon
17 progress estimates prepared by the Engineer. A progress estimate cutoff date will
18 be established at the preconstruction conference.

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

26
27 The value of the progress estimate will be the sum of the following:

- 28
29 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable
30 units of work completed multiplied by the unit price.
31 2. Lump Sum Items in the Bid Form — based on the approved Contractor’s
32 lump sum breakdown for that item, or absent such a breakdown, based on
33 the Engineer’s determination.
34 3. Materials on Hand — 100 percent of invoiced cost of material delivered to
35 Job site or other storage area approved by the Engineer.
36 4. Change Orders — entitlement for approved extra cost or completed extra
37 work as determined by the Engineer.
38

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

- 40 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
41 2. The amount of progress payments previously made; and
42 3. Funds withheld by the Contracting Agency for disbursement in accordance
43 with the Contract Documents.
44

45 Progress payments for work performed shall not be evidence of acceptable
46 performance or an admission by the Contracting Agency that any work has been
47 satisfactorily completed. The determination of payments under the contract will be
48 final in accordance with Section 1-05.1.
49

1 Supplement this section with the following:

2
3 Lump sum item breakdowns are not required when the bid price for the lump sum
4 item is less than \$20,000.

5
6 **1-09.11 Disputes and Claims**

7
8 **1-09.11(3) Time Limitation and Jurisdiction**

9 *(November 30, 2018 APWA GSP)*

Revision

10
11 Revise this section to read:

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

28
29 **1-09.13(3) Claims \$250,000 or Less**

30 *(October 1, 2005 APWA GSP)*

Replacement

31
32 Delete this section and replace it with the following:

33
34 The Contractor and the Contracting Agency mutually agree that those claims that
35 total \$250,000 or less, submitted in accordance with Section 1-09.11 and not
36 resolved by nonbinding ADR processes, shall be resolved through litigation unless
37 the parties mutually agree in writing to resolve the claim through binding arbitration.

38
39 **1-09.13(3)A Administration of Arbitration**

40 *(January 19, 2022 APWA GSP)*

Modification

41
42 Revise the third paragraph to read:

43
44 The Contracting Agency and the Contractor mutually agree to be bound by the
45 decision of the arbitrator, and judgment upon the award rendered by the arbitrator
46 may be entered in the Superior Court of the county in which the Contracting
47 Agency's headquarters is located, provided that where claims subject to arbitration
48 are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of
49 the Superior Court. The decision of the arbitrator and the specific basis for the
50 decision shall be in writing. The arbitrator shall use the Contract as a basis for
51 decisions.

1
2
3 **SECTION 1-10, TEMPORARY TRAFFIC CONTROL**
4

5 **1-10.1 General**
6 *(February 1, 2017 CON GSP)*

Supplement

7
8 Section 1-10.1 is supplemented with the following:
9

10 The Contractor shall conduct its operations so as to offer the least possible obstruction
11 and inconvenience to the public, and the Contractor shall have under construction no
12 greater length or amount of work than the Contractor can prosecute properly with due
13 regards to the rights of the public. The Contractor shall not open up sections of the
14 work and leave them unfinished, but rather, the work shall be finished as it proceeds,
15 insofar as practicable.
16

17 Construction shall also be conducted so as to cause as little inconvenience as possible
18 to abutting property owners. Convenient and clearly marked access to driveways,
19 houses and buildings along the line of work shall be maintained and temporary
20 approaches to crossing or intersecting streets shall be provided and kept in good and
21 smooth condition. When the abutting owners' access across the Rights-of-Way line is
22 to be replaced under the Contract by other access, the existing access shall not be
23 closed until the replacement access facility is available. Adjacent property owner's
24 driveways must be left open and accessible at all times during the course of the project
25 unless otherwise specified herein or approved by the Contracting Agency.
26

27 **1-10.2 Traffic Control Management**
28

29 **1-10.2(1) General**
30 *(January 3, 2017 WSDOT GSP)*

Supplement

31
32 Section 1-10.2(1) is supplemented with the following:
33

34 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in
35 the State of Washington. The Traffic Control Supervisor shall be certified by one of the
36 following:
37

38 The Northwest Laborers-Employers Training Trust
39 27055 Ohio Ave.
40 Kingston, WA 98346
41 (360) 297-3035
42

43 Evergreen Safety Council
44 12545 135th Ave. NE
45 Kirkland, WA 98034-8709
46 1-800-521-0778
47

48 The American Traffic Safety Services Association
49 15 Riverside Parkway, Suite 100
50 Fredericksburg, Virginia 22406-1022
51 Training Dept. Toll Free (877) 642-4637

1 Phone: (540) 368-1701

2
3 **1-10.2(2) Traffic Control Plans**
4 *(June 1, 2020 CON GSP)*

Supplement

5
6 Supplement this Section with the following:

7
8 If traffic control plans are not included in the Contract Documents, the Contractor
9 shall submit traffic control plans for the Engineer's review and approval. Submittal of
10 Contractor-prepared Traffic Control Plans (TCP's) shall occur a minimum of ten (10)
11 working days prior to beginning work. A minimum of 5 working days are required for
12 review.

13
14 The traffic control plans shall be site-specific plans for each site included in the
15 project. The plans shall be prepared in accordance with the latest issue of the
16 MUTCD, WSDOT Standard Plans and these Specifications and shall include
17 pedestrian access pathways as needed.

18
19 The Contractor shall be solely responsible for submitting the individual, site specific
20 traffic control plans for approval by the Engineer. The costs for preparation of the
21 TCP's shall be the contractor's responsibility and shall be included in the lump sum
22 cost for Project Traffic Control. Traffic control plans require a minimum of 5 working
23 days for review.

24
25 A TCP shall be submitted for each type of Work listed below. A revised or additional
26 TCP shall be submitted for approval 10 days prior to each time an adjustment to a
27 previously approved TCP becomes necessary.

- 28
- 29 1) TCP (Construction Access) - Any construction activity that requires the
30 Contractor to enter and exit the construction site using a public road. This
31 Plan shall address routes for hauling and delivery of project materials to and
32 from the project site, and designated entrances and exits for personnel or
33 construction vehicles for normal daily use.
 - 34
 - 35 2) TCP (Temporary Traffic Lane/Shoulder Closures) - Any activity requiring
36 closures or adjustments to lanes, or Shoulders; driveway or pedestrian
37 access; or entire Roadway.
 - 38
 - 39 3) TCP (Pedestrian Traffic Control) - Any Work that may impede or impact
40 directly or indirectly any existing pedestrian route not related to 2) above.
 - 41
 - 42 4) TCP (Work near school zones and/or intersections) - Any construction
43 activity that may impeded or impact directly any school zone and/or
44 intersection.

45
46 If no alternative is proposed within the contract plans, all existing pedestrian routes
47 and access points within the project limits, including sidewalks and crosswalks, shall
48 remain open and clear at all times. The Contractor may propose traffic control plans
49 that comply with the MUTCD, ADA, requirements, and these Specifications.

50

1 Road closures are not included within this project, but the City will consider
2 contractor requested road closures. For requested road closures, road closure plan
3 including detours shall be submitted to the Engineer 10 working days prior to the
4 required agency notification. If approved, 72-hour notification shall be given to the
5 agencies noted on the City's Road Closure Notice prior to closure of any road. For
6 closures on residential streets longer than an 8-hr period or on arterial streets, notice
7 shall be placed in the local newspaper 72 hours prior to the closure and shall list the
8 location, dates, and detour route. Approval for any road closure will be at the City's
9 sole discretion.

10
11 **END OF DIVISION 1**

PART 6

APPENDIX

Refer to Bonfire Platform for Appendix Attachments