



Contract Provisions and Plans

For Construction of:

SAN JUAN COUNTY FAIRGROUNDS IMPROVEMENTS
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**San Juan County
Public Works Department**

June 2024



CALL FOR BIDS SAN JUAN COUNTY FAIRGROUNDS IMPROVEMENTS

First Advertised Wednesday, June 26, 2024

Project Summary

Description of Work: Public works contract for the improvement of parking lot and walkways at the San Juan County Fairgrounds, on San Juan Island, WA. Work includes site preparation; excavation; placement and compaction of gravel base; installation of storm pipe and catch basins; placement of concrete curbing, slabs and sidewalks; and other work, all in accordance with the Contract Plans, Contract Provisions, and the WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*, 2024 edition.

Estimated Cost: **\$405,000**

Time for Completion: **40 working days; anticipated start date September 3, 2024**

Bid Information

The Contract Provisions and Plans are available for viewing in person at the San Juan County Public Works Department and on the County website, at: <http://www.sanjuancountywa.gov/278/Current-Projects>. Please email pwprocurement@sanjuancountywa.gov to be added to a self-registered list of planholders.

Submission of Bids: Bids shall be prepared using the forms provided in the Bid Packet and submitted in a sealed envelope marked “**San Juan County Fairgrounds Improvements.**” Sealed bids are to be received at the Office of the Clerk of the County Council prior to the time and date specified below.

Physical Address:

San Juan County
Attn: Clerk of the Council
55 Second Street 1st Floor
Friday Harbor, WA 98250

Mailing Address:

San Juan County
Attn: Clerk of the Council
350 Court St. #1
Friday Harbor, WA 98250

Bidders are cautioned that delivery service to San Juan Island is subject to delays due to inclement weather and ferry service disruptions. Bidders who send their bids to San Juan County via USPS, Fed Ex, UPS or some other carrier shall place their bids in a sealed envelope, to ensure that a sealed bid is received by the County. Bid submissions hand-delivered to the physical address shown above should be deposited in the stainless-steel drop box at the building entrance, prior to the designated bid opening time.

Bid Opening Time and Date: The public bid opening for this Contract will take place at **2:30 P.M. on Wednesday, July 17, 2024**, at the physical address shown above. Bidders may attend in person or remotely via Microsoft Teams (use join link, below, and follow the prompts to download the app):

Join on your computer or mobile app: [Click here to join the meeting](#)

Or join by entering Meeting ID: 285 360 078 301 **and Passcode:** egjoDm

Telephone (audio only): +1 360-726-3293, **enter Phone Conference ID:** 606 497 091#

San Juan County reserves the right to reject any or all bids and to waive irregularities in the bid or in the bidding process. Bid results will be posted on the County "Current Projects" web page (see link above).

Amendments (Addenda): Any Addenda to the Contract Provisions and Plans will be posted online. Only bidders who have notified San Juan County Public Works that they are interested in submitting a bid will be notified of Addenda. Notification will be made using the contact information provided by the bidder.

Bidder Questions: In accordance with Standard Specification 1-02.4(1): Oral explanations, interpretations, or instructions given by anyone before the award of a contract will not be binding on San Juan County. Any information given a prospective bidder concerning any of the bid documents will be furnished to all prospective bidders as an Addendum if that information is deemed by San Juan County to be necessary in submitting bids or if San Juan County concludes that the lack of the information would be prejudicial to other prospective bidders.

Bid Guarantee: Bid deposit shall be submitted with each bid by check or money order, in the amount of 5% of the bid amount, or a bid bond in lieu of deposit.

Pre-Bid Conference: The County is not holding a pre-bid conference for this project. The project site is open to bidders for inspection.

Rejection of Bids: San Juan County reserves the right to accept or reject any or all bids in the best interest of the County. Bids will be subject to review and compliance with specifications.

Informational Items

Contract Requirements: The successful bidder must meet all the mandatory bidder responsibility criteria set forth in RCW 39.04.350 and will be required to carry and maintain a minimum of \$1 million in liability insurance coverage throughout the period of the contract, in accordance with County policy.

Buy America: Steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only.

State Taxes: This contract is subject to WAC 458-20-170 (Rule 170) for tax purposes; sales tax to be included as a separate line item, added to the total contract price.

Prevailing Wages: Washington State wage laws and rules apply. In preparing a bid, contractors must use the prevailing wage rates in effect for San Juan County on the date bids are due, which may be viewed in person at Public Works or obtained on the L&I website at <https://secure.lni.wa.gov/wagelookup/>. Contractor and any subcontractors will be required to file the required Intent(s), Affidavit(s), and Certified Payroll reports via the contractor portal on the L&I website.

Contract Bonds: The successful bidder shall provide executed payment and performance bonds for the full contract amount, in accordance with RCW 39.08.010.

Withholding of Retainage: Pursuant to RCW 60.28.011, a sum of 5% of the monies earned by the Contractor will be retained from progress payments, to be held in an account by the County unless otherwise requested by the Contractor.

Additional Information: Contact the Public Works Department at (360) 370-0500.



Project Engineer Certification

For Construction of:

**SAN JUAN COUNTY
FAIRGROUNDS IMPROVEMENTS**

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.

Jeffery A. Sharp, P.E.
Engineering Manager



6/10/24

San Juan County

Special Provisions

June 2024

INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, ***2024*** edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

Project specific special provisions are labeled without a date as such:

*(*****)*

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual M21-01, current edition

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

**DIVISION 1
GENERAL REQUIREMENTS**

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

This Contract provides for the improvement of *** parking lot and walkways at the San Juan County Fairgrounds site on San Juan Island, WA. Work includes site preparation; excavation; placement and compaction of gravel base; installation of storm pipe and catch basins; placement of concrete curbing, slabs and sidewalks;*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

All references in the Standard Specifications 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".

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for "Contract".

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

(January 24, 2011 APWA GSP)

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

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

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

1-02.4 Examinations of Plans, Specifications, and Site of Work

1-02.4(1) General

(December 30, 2022 APWA GSP Option A)

The first sentence of the ninth paragraph, beginning with "Prospective Bidder desiring...", is revised to read:

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

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

1-02.6 Preparation of Proposal

(January 4, 2024 APWA GSP, Option B)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

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

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

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

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

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

1 A bid by a joint venture shall be executed in the joint venture name and signed by a member
2 of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid
3 Form if any DBE requirements are to be satisfied through such an agreement.
4

5 **1-02.7 Bid Deposit**

6
7 *(March 8, 2013 APWA GSP)*

8 Supplement this section with the following:
9

10 Bid bonds shall contain the following:

- 11 1. Contracting Agency-assigned number for the project;
- 12 2. Name of the project;
- 13 3. The Contracting Agency named as obligee;
- 14 4. The amount of the bid bond stated either as a dollar figure or as a percentage which
15 represents five percent of the maximum bid amount that could be awarded;
- 16 5. Signature of the bidder's officer empowered to sign official statements. The signature of
17 the person authorized to submit the bid should agree with the signature on the bond, and
18 the title of the person must accompany the said signature;
- 19 6. The signature of the surety's officer empowered to sign the bond and the power of
20 attorney.

21
22 If so stated in the Contract Provisions, bidder must use the bond form included in the
23 Contract Provisions.
24

25 *(*****)*

26 The Bidder must use the bond form included in the Contract Provisions.
27

28 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.
29

30 *(*****)*

31 Cash will not be accepted for a bid deposit.
32

33 **1-02.9 Delivery of Proposal**

34
35 *(January 4, 2024 APWA GSP, Option A)*

36 Delete this section and replace it with the following:
37

38 **DBE DOCUMENT SUBMITTAL REQUIREMENTS**

39 **General**

40 Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project
41 Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as
42 otherwise required in the Bid Documents, to ensure proper handling and delivery.
43

44 To be considered responsive on a FHWA-funded project, the Bidder may be required to
45 submit the following items, as required by Section 1-02.6:
46

- 47 • DBE Utilization Certification (WSDOT 272-056)
- 48 • DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm listed
49 on the Bidder's completed DBE Utilization Certification
- 50 • Good Faith Effort (GFE) Documentation (if applicable)

- DBE Bid Item Breakdown (WSDOT 272-054)

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (DBE confirmations, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

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

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DBE Utilization Certification (WSDOT Form 272-056)

The DBE Utilization Certification shall be received at the same location and no later than the time required for delivery of the Proposal. The Contracting Agency will not open or consider any Proposal when the DBE Utilization Certification is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals. The DBE Utilization Certification may be submitted in the same envelope as the Bid deposit.

DBE Written Confirmation (WSDOT Form 422-031) and/or GFE Documentation, (if applicable)

The DBE Written Confirmation Documents and/or GFE Documents are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit Written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification and/or the GFE as required by Section 1-02.6.

DBE Bid Item Breakdown (WSDOT form 272-0-54)

The DBE Bid Item Breakdown shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. The successful Bidder shall submit a completed DBE Bid Item Breakdown, however, minor errors and corrections to DBE Bid Item Breakdown will be returned for correction for a period up to five calendar days after bid opening (not including Saturdays, Sundays and Holidays) DBE Bid Item Breakdown that are still incorrect after the correction period will be determined to be non-responsive.

The DBE Bid Item Breakdown will not be included as part of the executed Contract.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

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

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

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

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

1-02.13 Irregular Proposals

(January, 2024 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - c. A price per unit cannot be determined from the Bid Proposal;
 - d. The Proposal form is not properly executed;
 - e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
 - f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
 - g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;
 - i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.
2. A Proposal may be considered irregular and may be rejected if:

- a. The Proposal does not include a unit price for every Bid item;
- b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
- c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
- d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
- e. Receipt of Addenda is not acknowledged;
- f. 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
- g. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option A)

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.

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

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

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

1-03.3 Execution of Contract

(January 4, 2024 APWA GSP Option B)

Revise this section to read:

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

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

Within ***7*** calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of ***7*** additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to

- indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
- a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
 6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-04 SCOPE OF THE WORK

1-04.4 Changes

(January 19, 2022 APWA GSP)

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

1-04.4(1) Minor Changes

(May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

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

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes

(January 13, 2021 WSDOT GSP)

Section 1-05.4 is supplemented with the following:

Contractor Surveying - Roadway

The Contracting Agency has provided primary survey control in the Plans.

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

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

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

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

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

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor

5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

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

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)

Roadway paving pins for		
surfacing or paving	±0.01 feet	±0.2 feet
		(parallel to alignment)
		±0.1 feet
		(normal to alignment)

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

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

The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the work. The Contracting Agency will require up to seven calendar days from the date the data is received.

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

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

Payment

Payment will be made for the following bid item when included in the proposal:

"Roadway Surveying", lump sum.

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

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

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

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

2
3 When the Contractor considers the work physically complete and ready for final inspection,
4 the Contractor by written notice, shall request the Engineer to schedule a final inspection.
5 The Engineer will set a date for final inspection. The Engineer and the Contractor will then
6 make a final inspection and the Engineer will notify the Contractor in writing of all particulars
7 in which the final inspection reveals the work incomplete or unacceptable. The Contractor
8 shall immediately take such corrective measures as are necessary to remedy the listed
9 deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption
10 until physical completion of the listed deficiencies. This process will continue until the
11 Engineer is satisfied the listed deficiencies have been corrected.
12

13 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
14 written notice listing the deficiencies, the Engineer may, upon written notice to the
15 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
16 Section 1-05.7. The Contractor will not be allowed an extension of contract time because of
17 a delay in the performance of the work attributable to the exercise of the Engineer's right
18 hereunder.
19

20 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
21 Contracting Agency, in writing, of the date upon which the work was considered physically
22 complete. That date shall constitute the Physical Completion Date of the contract, but shall
23 not imply acceptance of the work or that all the obligations of the Contractor under the
24 contract have been fulfilled.
25

26 **1-05.11(3) Operational Testing**

27
28 It is the intent of the Contracting Agency to have at the Physical Completion Date a
29 complete and operable system. Therefore when the work involves the installation of
30 machinery or other mechanical equipment; street lighting, electrical distribution or signal
31 systems; irrigation systems; buildings; or other similar work it may be desirable for the
32 Engineer to have the Contractor operate and test the work for a period of time after final
33 inspection but prior to the physical completion date. Whenever items of work are listed in the
34 Contract Provisions for operational testing they shall be fully tested under operating
35 conditions for the time period specified to ensure their acceptability prior to the Physical
36 Completion Date. During and following the test period, the Contractor shall correct any items
37 of workmanship, materials, or equipment which prove faulty, or that are not in first class
38 operating condition. Equipment, electrical controls, meters, or other devices and equipment
39 to be tested during this period shall be tested under the observation of the Engineer, so that
40 the Engineer may determine their suitability for the purpose for which they were installed.
41 The Physical Completion Date cannot be established until testing and corrections have been
42 completed to the satisfaction of the Engineer.
43

44 The costs for power, gas, labor, material, supplies, and everything else needed to
45 successfully complete operational testing, shall be included in the unit contract prices
46 related to the system being tested, unless specifically set forth otherwise in the proposal.
47

48 Operational and test periods, when required by the Engineer, shall not affect a
49 manufacturer's guaranties or warranties furnished under the terms of the contract.
50

51 **1-05.13 Superintendents, Labor and Equipment of Contractor**

1 (August 14, 2013 APWA GSP)

2 Delete the sixth and seventh paragraphs of this section.

3
4 **Add the following new section:**

5
6 **1-05.16 Water and Power**

7
8 (October 1, 2005 APWA GSP)

9
10 The Contractor shall make necessary arrangements, and shall bear the costs for power and
11 water necessary for the performance of the work, unless the contract includes power and water
12 as a pay item.

13
14 (*****)

15
16 Water necessary for compaction of gravel and other project uses is available, at no cost, from a
17 pond located at the County Operation Center at 1609 Beaverton Valley Rd. The contractor is
18 responsible for hauling the water from the pond to the site. It is not permissible to use water
19 from onsite sources such as fire hydrants or hose bibbs, due to capacity restrictions from the
20 Town of Friday Harbor water utility.

21
22
23 **1-06 CONTROL OF MATERIAL**

24
25 **1-06.6 Recycled Materials**

26
27 Delete this section, including its subsections, and replace it with the following:

28
29 (January 4, 2016 APWA GSP)

30
31 The Contractor shall make their best effort to utilize recycled materials in the construction of
32 the project. Approval of such material use shall be as detailed elsewhere in the Standard
33 Specifications.

34
35 Prior to Physical Completion the Contractor shall report the quantity of recycled materials
36 that were utilized in the construction of the project for each of the items listed in Section 9-
37 03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled
38 glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and
39 aggregates from concrete returned to the supplier). The Contractor's report shall be
40 provided on DOT form 350-075 Recycled Materials Reporting.

41
42
43 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

44
45 **1-07.2 State Taxes**

46
47 Delete this section, including its sub-sections, in its entirety and replace it with the following:

48
49 **1-07.2 State Sales Tax**

50 (June 27, 2011 APWA GSP)

1 The Washington State Department of Revenue has issued special rules on the State sales
2 tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor
3 should contact the Washington State Department of Revenue for answers to questions in
4 this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid
5 on a misunderstood tax liability.
6

7 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
8 amounts. In some cases, however, state retail sales tax will not be included. Section 1-
9 07.2(2) describes this exception.
10

11 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a
12 FHWA-funded Project) only if the Contractor has obtained from the Washington State
13 Department of Revenue a certificate showing that all contract-related taxes have been paid
14 (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor
15 any amount the Contractor may owe the Washington State Department of Revenue,
16 whether the amount owed relates to this contract or not. Any amount so deducted will be
17 paid into the proper State fund.
18

19 **1-07.2(1) State Sales Tax — Rule 171**

20

21 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
22 roads, etc., which are owned by a municipal corporation, or political subdivision of the state,
23 or by the United States, and which are used primarily for foot or vehicular traffic. This
24 includes storm or combined sewer systems within and included as a part of the street or
25 road drainage system and power lines when such are part of the roadway lighting system.
26 For work performed in such cases, the Contractor shall include Washington State Retail
27 Sales Taxes in the various unit bid item prices, or other contract amounts, including those
28 that the Contractor pays on the purchase of the materials, equipment, or supplies used or
29 consumed in doing the work.
30

31 **1-07.2(2) State Sales Tax — Rule 170**

32

33 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
34 existing buildings, or other structures, upon real property. This includes, but is not limited to,
35 the construction of streets, roads, highways, etc., owned by the state of Washington; water
36 mains and their appurtenances; sanitary sewers and sewage disposal systems unless such
37 sewers and disposal systems are within, and a part of, a street or road drainage system;
38 telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above
39 streets or roads, unless such power lines become a part of a street or road lighting system;
40 and installing or attaching of any article of tangible personal property in or to real property,
41 whether or not such personal property becomes a part of the realty by virtue of installation.
42

43 For work performed in such cases, the Contractor shall collect from the Contracting Agency,
44 retail sales tax on the full contract price. The Contracting Agency will automatically add this
45 sales tax to each payment to the Contractor. For this reason, the Contractor shall not
46 include the retail sales tax in the unit bid item prices, or in any other contract amount subject
47 to Rule 170, with the following exception.
48

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

1
2 **1-07.2(3) Services**
3

4 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract
5 wholly for professional or other services (as defined in Washington State Department of
6 Revenue Rules 138 and 244).
7

8
9 **1-08 PROSECUTION AND PROGRESS**
10

11 *(May 25, 2006 APWA GSP)*

12 **Add the following new section:**
13

14 **1-08.0 Preliminary Matters**
15

16 *(October 10, 2008 APWA GSP)*

17 **Add the following new section:**
18

19 **1-08.0(1) Preconstruction Conference**
20

21 Prior to the Contractor beginning the work, a preconstruction conference will be held between
22 the Contractor, the Engineer and such other interested parties as may be invited.
23

24 The purpose of the preconstruction conference will be:

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

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

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

39 *(December 8, 2014 APWA GSP)*

40 **Add the following new section:**
41

42 **1-08.0(2) Hours of Work**
43

44 Except in the case of emergency or unless otherwise approved by the Engineer, the normal
45 working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and
46 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different
47 than the normal working hours stated above, the request must be submitted in writing prior to
48 the preconstruction conference, subject to the provisions below. The working hours for the
49 Contract shall be established at or prior to the preconstruction conference.
50

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

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

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

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

26 **1-08.1 Subcontracting**

27
28 Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify...".
29

30 *(May 30, 2019 APWA GSP, Option B)*
31
32

33 **1-08.3 Progress Schedule**

34 **1-08.3(2)A Type A Progress Schedule**

35
36
37 *(March 13, 2012 APWA GSP)*

38 Revise this section to read:
39

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

47 **1-08.4 Prosecution of Work**

48
49 Delete this section and replace it with the following:
50

1 (July 23, 2015 APWA GSP)

2 **1-08.4 Notice to Proceed and Prosecution of Work**

3
4 Notice to Proceed will be given after the contract has been executed and the contract bond
5 and evidence of insurance have been approved and filed by the Contracting Agency. The
6 Contractor shall not commence with the work until the Notice to Proceed has been given by
7 the Engineer. The Contractor shall commence construction activities on the project site
8 within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The
9 Contractor shall diligently pursue the work to the physical completion date within the time
10 specified in the contract. Voluntary shutdown or slowing of operations by the Contractor
11 shall not relieve the Contractor of the responsibility to complete the work within the time(s)
12 specified in the contract.

13
14 When shown in the Plans, the first order of work shall be the installation of high visibility
15 fencing to delineate all areas for protection or restoration, as described in the Contract.
16 Installation of high visibility fencing adjacent to the roadway shall occur after the placement
17 of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon
18 construction of the fencing, the Contractor shall request the Engineer to inspect the fence.
19 No other work shall be performed on the site until the Contracting Agency has accepted the
20 installation of high visibility fencing, as described in the Contract.

21
22 (*****)

23 The anticipated start date will be September 3, 2024.

24
25 **1-08.5 Time for Completion**

26
27 (December 30, 2022 APWA GSP, Option A)

28 Revise the third and fourth paragraphs to read:

29
30 Contract time shall begin on the first working day following the Notice to Proceed Date.

31
32 Each working day shall be charged to the contract as it occurs, until the contract work is
33 physically complete. If substantial completion has been granted and all the authorized
34 working days have been used, charging of working days will cease. Each week the Engineer
35 will provide the Contractor a statement that shows the number of working days: (1) charged
36 to the contract the week before; (2) specified for the physical completion of the contract; and
37 (3) remaining for the physical completion of the contract. The statement will also show the
38 nonworking days and all partial or whole days the Engineer declares as unworkable. The
39 statement will be identified as a Written Determination by the Engineer. If the Contractor
40 does not agree with the Written Determination of working days, the Contractor shall pursue
41 the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures
42 of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as
43 correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10
44 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be
45 charged as a working day then the fifth day of that week will be charged as a working day
46 whether or not the Contractor works on that day.

47
48 Revise the sixth paragraph to read:

49
50 The Engineer will give the Contractor written notice of the completion date of the contract
51 after all the Contractor's obligations under the contract have been performed by the

Contractor. The following events must occur before the Completion Date can be established:

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

Section 1-08.5

is supplemented with the following:

(March 13, 1995 WSDOT GSP OPT7)

This project shall be physically completed within *** 40 *** working days.

*(*****)*

The anticipated start date will be September 3, 2024.

1-09 MEASUREMENT AND PAYMENT

1-09.2 Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment

(January 4, 2024 APWA GSP, Option B)

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 422-027A, 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 **1-09.2(5) Measurement**

2
3 *(December 30, 2022 APWA GSP)*

4 Revise the first paragraph to read:

5
6 **Scale Verification Checks** – At the Engineer’s discretion, the Engineer may perform
7 verification checks on the accuracy of each batch, hopper, or platform scale used in
8 weighing contract items of Work.
9

10 **1-09.6 Force Account**

11
12 *(December 30, 2022 APWA GSP)*

13 Supplement this section with the following:

14
15 The Contracting Agency has estimated and included in the Proposal, dollar amounts for all
16 items to be paid per force account, only to provide a common proposal for Bidders. All such
17 dollar amounts are to become a part of Contractor's total bid. However, the Contracting
18 Agency does not warrant expressly or by implication, that the actual amount of work will
19 correspond with those estimates. Payment will be made on the basis of the amount of work
20 actually authorized by the Engineer.
21

22 **1-09.11(3) Time Limitation and Jurisdiction**

23
24 *(December 30, 2022 APWA GSP)*

25 Revise this section to read:

26
27 For the convenience of the parties to the Contract it is mutually agreed by the parties that all
28 claims or causes of action which the Contractor has against the Contracting Agency arising
29 from the Contract shall be brought within 180 calendar days from the date of final
30 acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further
31 agreed that all such claims or causes of action shall be brought only in the Superior Court of
32 the county where the Contracting Agency headquarters is located, provided that where an
33 action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The
34 parties understand and agree that the Contractor’s failure to bring suit within the time period
35 provided, shall be a complete bar to all such claims or causes of action. It is further mutually
36 agreed by the parties that when claims or causes of action which the Contractor asserts
37 against the Contracting Agency arising from the Contract are filed with the Contracting
38 Agency or initiated in court, the Contractor shall permit the Contracting Agency to have
39 timely access to all records deemed necessary by the Contracting Agency to assist in
40 evaluating the claims or action.
41

42 **1-09.13(3)A Arbitration General**

43 *(January 19, 2022 APWA GSP)*

44
45 Revise the third paragraph to read:

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

1 arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the
2 Contract as a basis for decisions.
3

**DIVISION 2
EARTHWORK**

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

Section 2-02.1 is supplemented with the following:

(*****)

Work shall include the following items as shown in the Plans in the following approximate quantities:

- A. Sawcut, remove and dispose of existing concrete sidewalk: 200 square feet.
- B. Relocate 15 half-size concrete ecology blocks to a nearby location on site.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.3 Construction Requirements

2-03.3(7) Disposal of Surplus Material

Section 2-03.3(7) is supplemented with the following:

(*****)

All surplus material shall be hauled to the onsite disposal location shown in the Plans, located east of the skate-park parking lot.

**DIVISION 7
DRAINAGE STRUCTURES, STORM SEWER, SANITARY SEWERS, WATER MAINS, AND
CONDUITS**

7-04 STORM SEWERS

7-04.3 Construction Requirements

Section 7-04.3 is supplemented with the following:

(*****)

When new pipe is to be connected to existing, the Contractor shall verify and match the type of existing pipe and joint unless called out otherwise in the Plans. If couplings are necessary for connections to and extensions of existing storm drain pipes, coupling type shall be approved by the Engineer.

All surplus material shall be hauled to the onsite disposal location shown in the Plans, located east of the skate-park parking lot.

7-04.4 Measurement

Section 7-04.4 is supplemented with the following:

(*****)

“Corrugated Polyethylene Storm Sewer Pipe ___ In. Diam.” will be measured per linear foot of installed pipe along the invert, from center of structure to center of structure.

7-04.5 Payment

Section 7-04.5 is supplemented with the following:

(*****)

“Corrugated Polyethylene Storm Sewer Pipe ___ In. Diam.”, per linear foot.

The unit Contract price shall be full compensation for all costs necessary and incidental to storm sewer pipe installation, including but not limited to trench excavation, disposal of excavated materials, pipe bedding, compaction, fittings, couplings for new to existing pipes, connection to new drainage structures, trench dewatering, and hauling, placing, cleaning, and testing pipe.

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

7-05.4 Measurement

Section 7-05.4 is supplemented with the following:

(*****)

Connecting existing pipes to new structure will not be measured for separate payment and shall be included in the cost of structure being installed.

7-05.5 Payment

Section 7-05.5 is supplemented with the following:

(*****)

“Catch Basin Type ___”, per each.

The unit Contract price for “Catch Basin Type _____” shall be full compensation for all costs necessary and incidental to providing and installing new storm structure. Work elements include but are not limited to excavation, compaction, gravel backfill for bedding, grouting of inlet and outlet pipes.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.3 Construction Requirements

7-08.3(3) Backfilling

Section 7-08.3(3) is supplemented with the following:

(*****)

Backfilling shall closely follow the installation of the pipe, so that no open trenches are left open overnight. When public safety concerns exist, the Engineer may require more stringent backfilling standards.

Trench backfill material shall be Crushed Surfacing Base Course 9-03.9(3).

7-08.4 Measurement

Section 7-08.4 is supplemented with the following:

(*****)

Crushed Surfacing Base Course for trench backfill shall be measured per ton compacted in place. Pay limits for trench backfill shall be from top of pipe zone bedding (6 inches above top

of pipe) to bottom of finish grade pavement section, with horizontal trench width based on Section 2-09.4.

No measurement or payment will be made for structure excavation, foundation material, or pipe zone bedding, but instead will be considered incidental to and included in the structure or pipe being installed.

7-08.5 Payment

Section 7-08.5 is supplemented with the following:

(*****)

All costs associated with furnishing and installing gravel material for pipe zone bedding shall be included in the Contract unit price for the type and size of pipe installed.

All costs associated with furnishing and installing trench backfill shall be paid under "Crushed Surfacing Base Course" per ton.

Water used in placing and compacting backfill materials shall be considered incidental to the material being placed.

7-12 VALVES FOR WATER MAINS

7-12.1 Description

Section 7-12.1 is supplemented with the following:

(*****)

This work shall consist of adjusting water valve boxes to grade.

7-12.4 Measurement

Section 7-12.4 is supplemented with the following:

(*****)

"Adjust Water Valve Box to Grade" shall be measured per each.

7-12.5 Payment

Section 7-12.5 is supplemented with the following:

(*****)

Payment will be made for the following bid items:

"Adjust Water Valve Box to Grade", per each.

DIVISION 8 MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3(9)D Inlet Protection

Section 8-01.3(9)D is supplemented with the following:

(*****)

1 Inlet protection shall be in the form of internal devices. Catch Basin Inserts shall be installed on
2 all new catch basins that are constructed as part of this contract.

3
4 When the depth of accumulated sediment and debris reaches approximately one-half the height
5 of an internal device (or less if so specified by the manufacturer), the deposits shall be removed.

6
7 Catch basin inserts shall be installed at all catch basins within project limits and those
8 immediately downstream of the project site that could possibly receive sediment laden runoff
9 from the site. Simply placing a piece of geotextile under the catch basin grate is not acceptable.
10 Catch basin inserts shall be installed, maintained, and inspected by the Contractor per the
11 Standard Specifications and as recommended by the manufacturer.

12
13 All costs associated with Inlet Protection shall be included in the contract price for "Erosion
14 Control and Water Pollution Prevention".

15 16 **8-14 CEMENT CONCRETE SIDEWALKS**

17 18 **8-14.1 Description**

19 Section 8-14.1 is supplemented with the following:

20
21 (*****)

22 This work shall consist of constructing Fiber Reinforced Concrete Slabs in accordance with the
23 details shown in the Plans and in conformity to lines and grades shown in the Plans or as
24 established by the Engineer.

25 26 **8-14.2 Materials**

27 Section 8-14.2 is supplemented with the following:

28
29 (*****)

30 Fiber Reinforced Concrete Slabs shall be commercial concrete reinforced with MasterFiber
31 MAC Matrix macrosynthetic fiber, dosed at 3 pounds per cubic yard.

32 33 **8-14.4 Measurement**

34 Section 8-14.4 is supplemented with the following:

35
36 Fiber Reinforced Concrete Slabs will be measured by the square yard of finished surface.

37 38 **8-14.5 Payment**

39 (*****)

40 Section 8-14.5 is supplemented with the following:

41
42 (*****)

43 "Fiber Reinforced Concrete Slab", per square yard.

44
45 The unit contract price per square yard of "Fiber Reinforced Concrete Slab" shall be full pay for
46 sawcut applied contraction jointing as well as furnishing and installing premolded isolation joint
47 filler adjacent to existing concrete.

48
49 (*****)

50 Add the following section:

51 52 **8-33 FLAGPOLE**

1
2 **8-33.1 Description**
3

4 This work shall include furnishing and installing flagpole at location shown in the Plans.
5

6 **8-33.2 Materials**
7

8 The flagpole shall be 30ft (1) Piece Wind Speed 94Mph 5 Butt Dia. x .188 Wall Thickness
9 Internal Halyard Winch Aluminum manufactured by The Flagpole Company, Model IW-305188.
10

11 **8-33.3 Construction Requirements**
12

13 The flagpole shall be installed in a sand-filled foundation sleeve in strict accordance with
14 manufacturer's instructions.
15

16 **8-33.4 Measurement**
17

18 Flagpole will be measured per each.
19

20 **8-33.5 Payment**
21

22 "Flagpole", per each.
23

24 The unit price per each for "Flagpole" shall be full payment for all costs to furnish and install
25 flagpole.
26

27
28 **DIVISION 9**
29 **MATERIALS**
30

31 **Contract Plans**
32

(*****)

33 The Contract Plans consist of the following plan set:
34

- 35 1) San Juan County Fairgrounds Improvements Plans
36 Prepared by San Juan County Public Works Department
37