



Contract Provisions and Plans

For Construction of:

DEER HARBOR RD MP 1.10 SLUMP

County Road Project Number: 022103

**San Juan County
Public Works Department**

MAY 2022



SAN JUAN COUNTY CALL FOR BIDS

DEER HARBOR RD MP 1.10 SLUMP

County Road Project Number 022103

First Advertised Wednesday May 18, 2022

Project Summary

Description of Work: This contract provides for the realignment of approximately 600 feet of Deer Harbor Road on Orcas Island, San Juan County, WA. Work includes clearing and grubbing with significant tree and stump removal; roadway excavation and disposal; placement and compaction of gravel roadway base; installation of storm drainage culverts; and other work, all in accordance with the Contract Plans, Contract Provisions, and the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, 2022 edition.

Estimated Cost: **\$250,000**

Time for Completion: **30 working days**

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.sanjuanco.com/278/Current-Projects>.

Bid Opening Time and Date: Bids shall be prepared using the forms provided in the Bid Packet and submitted in a sealed envelope marked "Bid Proposal: Deer Harbor Rd MP 1.10 Slump," and delivered in accordance with Section 1-02.9 of the Special Provisions. Sealed bids are to be received at the Office of the Clerk of the County Council prior to the time and date specified.

Physical Address:

Clerk of the Council
55 Second Street 1st Floor
Friday Harbor, WA 98250

Mailing Address:

Clerk of the Council
350 Court St. #1
Friday Harbor, WA 98250

The public bid opening for this Contract will take place at **3:00 P.M. on Wednesday, June 8, 2022**, at the physical address shown above.

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.

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

Amendments (Addenda): Any Addenda to the Contract Provisions and Plans will be posted online. Only Bidders who have notified Public Works that they are interested in supplying a quote will be notified by the Public Works Department 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.

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.

State Taxes: This contract is subject to WAC 458-20-171 (Rule 171) for tax purposes, and the bidder shall include for compensation the amount of any taxes to be paid in the various unit bid prices or other contract amounts (1-07.2(1) APWA GSP June 27, 2011).

Prevailing Wages: This project is funded with State and local funds; 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 Bond (Payment and Performance Bond): The successful bidder shall provide an executed contract bond 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.

COVID-19 Job Site Requirements: The Contractor shall comply with all federal, state, and local laws and regulations related to COVID-19 applicable to this project and in effect at the time the work is performed.

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

Notice of U.S. DOT Title VI Assurances

“San Juan County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 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.” (LAG Manual 46.2.24)



Project Engineer Certification

For Construction of:

DEER HARBOR RD MP 1.10 SLUMP

County Road Project Number: 022103

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., Deputy County Engineer



5/10/22

San Juan County

Special Provisions

May 2022

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

11
12 These Special Provisions are made up of both General Special Provisions (GSPs) from
13 various sources, which may have project-specific fill-ins; and project-specific Special
14 Provisions. Each Provision either supplements, modifies, or replaces the comparable
15 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition
16 to any subsection or portion of the Standard Specifications is meant to pertain only to that
17 particular portion of the section, and in no way should it be interpreted that the balance of the
18 section does not apply.

19
20 The project-specific Special Provisions are not labeled as such. The GSPs are labeled under
21 the headers of each GSP, with the effective date of the GSP and its source. For example:

22
23 *(March 8, 2013 APWA GSP)*

24 *(April 1, 2013 WSDOT GSP)*

25
26 Also incorporated into the Contract Documents by reference are:

- 27
- 28 • *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted
29 edition, with Washington State modifications, if any
 - 30 • *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current
31 edition

32 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 ***realignment of approximately 600 feet of Deer Harbor Road on Orcas Island, San Juan County, WA. Work includes clearing and grubbing with significant tree and stump removal; roadway excavation and disposal; placement and compaction of gravel roadway base; installation of storm drainage culverts;*** 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.

1 Supplement this Section with the following:
2
3 All references in the Standard Specifications or WSDOT General Special Provisions, to
4 the terms “Department of Transportation”, “Washington State Transportation
5 Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”,
6 and “State Treasurer” shall be revised to read “Contracting Agency”.
7
8 All references to the terms “State” or “state” shall be revised to read “Contracting
9 Agency” unless the reference is to an administrative agency of the State of Washington,
10 a State statute or regulation, or the context reasonably indicates otherwise.
11
12 All references to “State Materials Laboratory” shall be revised to read “Contracting
13 Agency designated location”.
14
15 All references to “final contract voucher certification” shall be interpreted to mean the
16 Contracting Agency form(s) by which final payment is authorized, and final completion
17 and acceptance granted.
18
19 **Additive**
20 A supplemental unit of work or group of bid items, identified separately in the Bid
21 Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition
22 to the base bid.
23
24 **Alternate**
25 One of two or more units of work or groups of bid items, identified separately in the Bid
26 Proposal, from which the Contracting Agency may make a choice between different
27 methods or material of construction for performing the same work.
28
29 **Business Day**
30 A business day is any day from Monday through Friday except holidays as listed in
31 Section 1-08.5.
32
33 **Contract Bond**
34 The definition in the Standard Specifications for “Contract Bond” applies to whatever
35 bond form(s) are required by the Contract Documents, which may be a combination of a
36 Payment Bond and a Performance Bond.
37
38 **Contract Documents**
39 See definition for “Contract”.
40
41 **Contract Time**
42 The period of time established by the terms and conditions of the Contract within which
43 the Work must be physically completed.
44
45 **Notice of Award**
46 The written notice from the Contracting Agency to the successful Bidder signifying the
47 Contracting Agency’s acceptance of the Bid Proposal.
48
49 **Notice to Proceed**
50 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
51 and directing the Contractor to proceed with the Work and establishing the date on which
52 the Contract time begins.

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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")	3	Furnished automatically upon award.
Contract Provisions	3	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

(January 19, 2022 APWA GSP Option A)

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

1 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,
2 must request the explanation or interpretation in writing soon enough to allow a written
3 reply to reach all prospective Bidders before the submission of their Bids.
4

5 **1-02.5 Proposal Forms**

6
7 *(July 31, 2017 APWA GSP)*

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

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

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

26 **1-02.6 Preparation of Proposal**

27
28 *(August 2, 2004 WSDOT GSP OPT3)*

29 The fifth and sixth paragraphs of Section 1-02.6 are deleted.
30

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

32 Supplement the second paragraph with the following:

- 33 4. If a minimum bid amount has been established for any item, the unit or lump sum
34 price must equal or exceed the minimum amount stated.
- 35 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be
36 initialed by the signer of the bid.
37

38 Delete the last two paragraphs, and replace them with the following:
39

40 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
41 Compliance form, provided by the Contracting Agency. Failure to return this certification
42 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for
43 Award. A Contractor Certification of Wage Law Compliance form is included in the
44 Proposal Forms.
45

46 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
47

48 A bid by a corporation shall be executed in the corporate name, by the president or a
49 vice president (or other corporate officer accompanied by evidence of authority to sign).
50

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

4
5 A bid by a joint venture shall be executed in the joint venture name and signed by a
6 member of the joint venture. A copy of the joint venture agreement shall be submitted
7 with the Bid Form if any UDBE requirements are to be satisfied through such an
8 agreement.

9
10 **1-02.7 Bid Deposit**

11
12 *(March 8, 2013 APWA GSP)*

13 Supplement this section with the following:

14
15 Bid bonds shall contain the following:

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

26
27 If so stated in the Contract Provisions, bidder must use the bond form included in the
28 Contract Provisions.

29
30 *(*****)*

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

32
33 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

34
35 *(*****)*

36 Cash will not be accepted for a bid deposit.

37
38 **1-02.9 Delivery of Proposal**

39
40 *(January 19, 2022 APWA GSP, Option A)*

41 Delete this section and replace it with the following:

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

47
48 To be considered responsive on a FHWA-funded project, the Bidder may be required to
49 submit the following items, as required by Section 1-02.6:

- 1 • DBE Utilization Certification (WSDOT 272-056)
- 2 • DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm
- 3 listed on the Bidder's completed DBE Utilization Certification
- 4 • Good Faith Effort (GFE) Documentation
- 5 • DBE Bid Item Breakdown (WSDOT 272-054)
- 6 • DBE Trucking Credit Form (WSDOT 272-058)

7

8 **DBE Utilization Certification**

9 The DBE Utilization Certification shall be received at the same location and no later than

10 the time required for delivery of the Proposal. The Contracting Agency will not open or

11 consider any Proposal when the DBE Utilization Certification is received after the time

12 specified for receipt of Proposals or received in a location other than that specified for

13 receipt of Proposals. The DBE Utilization Certification may be submitted in the same

14 envelope as the Bid deposit.

15

16 **DBE Written Confirmation and/or GFE Documentation**

17 The DBE Written Confirmation Documents and/or GFE Documents are not required to

18 be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE

19 (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The

20 documents shall be received no later than 48 hours (not including Saturdays, Sundays

21 and Holidays) after the time for delivery of the Proposal. To be considered responsive,

22 Bidders shall submit Written Confirmation Documentation from each DBE firm listed on

23 the Bidder's completed DBE Utilization Certification and/or the GFE as required by

24 Section 1-02.6.

25

26 **DBE Bid Item Breakdown and DBE Trucking Credit Form**

27 The DBE Bid Item Breakdown and the DBE Trucking Credit Forms (if applicable) shall be

28 received either with the Bid Proposal or as a Supplement to the Bid. The documents

29 shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays)

30 after the time for delivery of the Proposal. To be considered responsive, Bidders shall

31 submit a completed DBE Bid Item Breakdown and a DBE Trucking Credit Form for each

32 DBE Trucking firm listed on the DBE Utilization Certification, however, minor errors and

33 corrections to DBE Bid Item Breakdown or DBE Trucking Credit Forms will be returned

34 for correction for a period up to five calendar days (not including Saturdays, Sundays

35 and Holidays) after the time for delivery of the Proposal. A DBE Bid Item Breakdown or

36 DBE Trucking Credit Forms that are still incorrect after the correction period will be

37 determined to be non-responsive.

38

39 Proposals that are received as required will be publicly opened and read as specified in

40 Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that

41 is received after the time specified in the Call for Bids for receipt of Bid Proposals, or

42 received in a location other than that specified in the Call for Bids. The Contracting

43 Agency will not open or consider any "Supplemental Information" (DBE confirmations, or

44 GFE documentation) that is received after the time specified above, or received in a

45 location other than that specified in the Call for Bids.

46

47 If an emergency or unanticipated event interrupts normal work processes of the

48 Contracting Agency so that Proposals cannot be received at the office designated for

49 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the

50 Proposal will be deemed to be extended to the same time of day specified in the

51 solicitation on the first work day on which the normal work processes of the Contracting

52 Agency resume.

1
2 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**
3

4 *(July 23, 2015 APWA GSP)*

5 Delete this section, and replace it with the following:
6

7 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may
8 withdraw, revise, or supplement it if:
9

- 10 1. The Bidder submits a written request signed by an authorized person and
11 physically delivers it to the place designated for receipt of Bid Proposals, and
12 2. The Contracting Agency receives the request before the time set for receipt of
13 Bid Proposals, and
14 3. The revised or supplemented Bid Proposal (if any) is received by the
15 Contracting Agency before the time set for receipt of Bid Proposals.
16

17 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received
18 before the time set for receipt of Bid Proposals, the Contracting Agency will return the
19 unopened Proposal package to the Bidder. The Bidder must then submit the revised or
20 supplemented package in its entirety. If the Bidder does not submit a revised or
21 supplemented package, then its bid shall be considered withdrawn.
22

23 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
24 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed
25 requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.
26

27 **1-02.13 Irregular Proposals**
28

29 *(October 1, 2020 APWA GSP)*

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

- 32 1. A Proposal will be considered irregular and will be rejected if:
33 a. The Bidder is not prequalified when so required;
34 b. The authorized Proposal form furnished by the Contracting Agency is not
35 used or is altered;
36 c. The completed Proposal form contains any unauthorized additions, deletions,
37 alternate Bids, or conditions;
38 d. The Bidder adds provisions reserving the right to reject or accept the award,
39 or enter into the Contract;
40 e. A price per unit cannot be determined from the Bid Proposal;
41 f. The Proposal form is not properly executed;
42 g. The Bidder fails to submit or properly complete a Subcontractor list, if
43 applicable, as required in Section 1-02.6;
44 h. The Bidder fails to submit or properly complete a Disadvantaged Business
45 Enterprise Certification, if applicable, as required in Section 1-02.6;
46 i. The Bidder fails to submit written confirmation from each DBE firm listed on
47 the Bidder's completed DBE Utilization Certification that they are in
48 agreement with the bidder's DBE participation commitment, if applicable, as
49 required in Section 1-02.6, or if the written confirmation that is submitted fails
50 to meet the requirements of the Special Provisions;
51 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,
52 as required in Section 1-02.6, or if the documentation that is submitted fails to

- 1 demonstrate that a Good Faith Effort to meet the Condition of Award was
2 made;
- 3 k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as
4 required in Section 1-02.6, or if the documentation that is submitted fails to
5 meet the requirements of the Special Provisions;
- 6 l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as
7 required in Section 1-02.6, or if the documentation that is submitted fails to
8 meet the requirements of the Special Provisions;
- 9 m. The Bid Proposal does not constitute a definite and unqualified offer to meet
10 the material terms of the Bid invitation; or
- 11 n. More than one Proposal is submitted for the same project from a Bidder
12 under the same or different names.
- 13
- 14 2. A Proposal may be considered irregular and may be rejected if:
- 15 a. The Proposal does not include a unit price for every Bid item;
- 16 b. Any of the unit prices are excessively unbalanced (either above or below the
17 amount of a reasonable Bid) to the potential detriment of the Contracting
18 Agency;
- 19 c. Receipt of Addenda is not acknowledged;
- 20 d. A member of a joint venture or partnership and the joint venture or
21 partnership submit Proposals for the same project (in such an instance, both
22 Bids may be rejected); or
- 23 e. If Proposal form entries are not made in ink.
- 24

25 **1-02.14 Disqualification of Bidders**

26
27 *(May 17, 2018 APWA GSP, Option A)*

28 Delete this section and replace it with the following:

29
30 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory
31 bidder responsibility criteria in RCW 39.04.350(1), as amended.

32
33 The Contracting Agency will verify that the Bidder meets the mandatory bidder
34 responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the
35 Contracting Agency reserves the right to request documentation as needed from the
36 Bidder and third parties concerning the Bidder's compliance with the mandatory bidder
37 responsibility criteria.

38
39 If the Contracting Agency determines the Bidder does not meet the mandatory bidder
40 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the
41 Contracting Agency shall notify the Bidder in writing, with the reasons for its
42 determination. If the Bidder disagrees with this determination, it may appeal the
43 determination within two (2) business days of the Contracting Agency's determination by
44 presenting its appeal and any additional information to the Contracting Agency. The
45 Contracting Agency will consider the appeal and any additional information before
46 issuing its final determination. If the final determination affirms that the Bidder is not
47 responsible, the Contracting Agency will not execute a contract with any other Bidder
48 until at least two business days after the Bidder determined to be not responsible has
49 received the Contracting Agency's final determination.

50

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

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

4
5 *(January 23, 2006 APWA GSP)*

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 per
11 unit will control. If a minimum bid amount has been established for any item and the
12 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
22 *(January 19, 2022 APWA GSP)*

23 Revise this section to read:

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

35
36 Within ****7**** calendar days after the award date, the successful bidder shall return the
37 signed Contracting Agency-prepared contract, an insurance certification as required by
38 Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer
39 of Coverage form for the Construction Stormwater General Permit with sections I, III, and
40 VIII completed when provided. Before execution of the contract by the Contracting
41 Agency, the successful bidder shall provide any pre-award information the Contracting
42 Agency may require under Section 1-02.15.

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

48
49 If the bidder experiences circumstances beyond their control that prevents return of the
50 contract documents within the calendar days after the award date stated above, the
51 Contracting Agency may grant up to a maximum of ****7**** additional calendar days for

1 return of the documents, provided the Contracting Agency deems the circumstances
2 warrant it.

3
4 **1-03.4 Contract Bond**

5
6 *(July 23, 2015 APWA GSP)*

7 Delete the first paragraph and replace it with the following:

8
9 The successful bidder shall provide executed payment and performance bond(s) for the
10 full contract amount. The bond may be a combined payment and performance bond; or
11 be separate payment and performance bonds. In the case of separate payment and
12 performance bonds, each shall be for the full contract amount. The bond(s) shall:
13 1. Be on Contracting Agency-furnished form(s);
14 2. Be signed by an approved surety (or sureties) that:
15 a. Is registered with the Washington State Insurance Commissioner, and
16 b. Appears on the current Authorized Insurance List in the State of Washington
17 published by the Office of the Insurance Commissioner,
18 3. Guarantee that the Contractor will perform and comply with all obligations, duties,
19 and conditions under the Contract, including but not limited to the duty and obligation
20 to indemnify, defend, and protect the Contracting Agency against all losses and
21 claims related directly or indirectly from any failure:
22 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
23 subcontractors of the Contractor) to faithfully perform and comply with all contract
24 obligations, conditions, and duties, or
25 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
26 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
27 subcontractors, material person, or any other person who provides supplies or
28 provisions for carrying out the work;
29 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
30 project under titles 50, 51, and 82 RCW; and
31 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign
32 the bond; and
33 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
34 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed
35 by the president or vice president, unless accompanied by written proof of the
36 authority of the individual signing the bond(s) to bind the corporation (i.e., corporate
37 resolution, power of attorney, or a letter to such effect signed by the president or vice
38 president).

39
40 **1-03.7 Judicial Review**

41
42 *(November 30, 2018 APWA GSP)*

43 Revise this section to read:

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

1 **1-04 SCOPE OF THE WORK**

2

3 **1-04.4(1) Minor Changes**

4

5 *(May 30, 2019 APWA GSP)*

6

7 Delete the first paragraph and replace it with the following:

8

9 Payments or credits for changes amounting to ***\$5,000*** or less may be made under
10 the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure
11 for Minor Changes may be used in lieu of the more formal procedure as outlined in Section
12 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work
13 and will not change Contract Time.

14

15 **1-04.6 Variation in Estimated Quantities**

16

17 *(May 25, 2006 APWA GSP)*

18

18 Supplement this section with the following:

19

20 The quantities for **Unsuitable Foundation Excavation Including Haul** have been entered
21 into the Proposal only to provide a common proposal for bidders. Actual quantities will be
22 determined in the field as the work progresses, and will be paid at the original bid price,
23 regardless of final quantity. These bid items shall not be subject to the provisions of 1-
24 04.6 of the Standard Specifications.

25

26

27 **1-05 CONTROL OF WORK**

28

29 **1-05.4 Conformity With and Deviations from Plans and Stakes**

30

31 *(January 13, 2021 WSDOT GSP)*

32

32 **Contractor Surveying - Roadway**

33

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

34

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

42

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

47

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

52

1 The meaning of words and terms used in this provision shall be as listed in "Definitions
2 of Surveying and Associated Terms" current edition, published by the American
3 Congress on Surveying and Mapping and the American Society of Civil Engineers.
4

5 The survey work shall include but not be limited to the following:
6

- 7 1. Verify the primary horizontal and vertical control furnished by the Contracting
8 Agency, and expand into secondary control by adding stakes and hubs as well
9 as additional survey control needed for the project. Provide descriptions of
10 secondary control to the Contracting Agency. The description shall include
11 coordinates and elevations of all secondary control points.
12
- 13 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks
14 on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs)
15 and at points on the alignments spaced no further than 50 feet.
16
- 17 3. Establish clearing limits, placing stakes at all angle points and at intermediate
18 points not more than 50 feet apart. The clearing and grubbing limits shall be 5
19 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless
20 otherwise shown in the Plans.
21
- 22 4. Establish grading limits, placing slope stakes at centerline increments not more
23 than 50 feet apart. Establish offset reference to all slope stakes. If Global
24 Positioning Satellite (GPS) Machine Controls are used to provide grade
25 control, then slope stakes may be omitted at the discretion of the Contractor
26
- 27 5. Establish the horizontal and vertical location of all drainage features, placing
28 offset stakes to all drainage structures and to pipes at a horizontal interval not
29 greater than 25 feet.
30
- 31 6. Establish roadbed and surfacing elevations by placing stakes at the top of
32 subgrade and at the top of each course of surfacing. Subgrade and surfacing
33 stakes shall be set at horizontal intervals not greater than 50 feet in tangent
34 sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-
35 foot intervals in intersection radii with a radius less than 10 feet. Transversely,
36 stakes shall be placed at all locations where the roadway slope changes and
37 at additional points such that the transverse spacing of stakes is not more than
38 12 feet. If GPS Machine Controls are used to provide grade control, then
39 roadbed and surfacing stakes may be omitted at the discretion of the
40 Contractor.
41
- 42 7. Establish intermediate elevation benchmarks as needed to check work 13
43 throughout the project.
44
- 45 8. Provide references for paving pins at 25-foot intervals or provide simultaneous
46 surveying to establish location and elevation of paving pins as they are being
47 placed.
48
- 49 9. For all other types of construction included in this provision, (including but not
50 limited to channelization and pavement marking, illumination and signals,
51 guardrails and barriers, and signing) provide staking and layout as necessary
52 to adequately locate, construct, and check the specific construction activity.

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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.

1 Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are
2 needed that are not described in the Plans, then those stakes shall be marked, at no
3 additional cost to the Contracting Agency as ordered by the Engineer.
4

5 **Payment**

6 Payment will be made for the following bid item when included in the proposal:
7

8 "Roadway Surveying", lump sum.
9

10 The lump sum contract price for "Roadway Surveying" shall be full pay for all labor,
11 equipment, materials, and supervision utilized to perform the Work specified, including
12 any resurveying, checking, correction of errors, replacement of missing or damaged
13 stakes, and coordination efforts.
14

15 **1-05.7 Removal of Defective and Unauthorized Work**

16

17 *(October 1, 2005 APWA GSP)*

18 Supplement this section with the following:
19

19

20 If the Contractor fails to remedy defective or unauthorized work within the time specified
21 in a written notice from the Engineer, or fails to perform any part of the work required by
22 the Contract Documents, the Engineer may correct and remedy such work as may be
23 identified in the written notice, with Contracting Agency forces or by such other means as
24 the Contracting Agency may deem necessary.
25

25

26 If the Contractor fails to comply with a written order to remedy what the Engineer
27 determines to be an emergency situation, the Engineer may have the defective and
28 unauthorized work corrected immediately, have the rejected work removed and replaced,
29 or have work the Contractor refuses to perform completed by using Contracting Agency
30 or other forces. An emergency situation is any situation when, in the opinion of the
31 Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk
32 of loss or damage to the public.
33

33

34 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
35 remedying defective or unauthorized work, or work the Contractor failed or refused to
36 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
37 monies due, or to become due, the Contractor. Such direct and indirect costs shall
38 include in particular, but without limitation, compensation for additional professional
39 services required, and costs for repair and replacement of work of others destroyed or
40 damaged by correction, removal, or replacement of the Contractor's unauthorized work.
41

41

42 No adjustment in contract time or compensation will be allowed because of the delay in
43 the performance of the work attributable to the exercise of the Contracting Agency's
44 rights provided by this Section.
45

45

46 The rights exercised under the provisions of this section shall not diminish the
47 Contracting Agency's right to pursue any other avenue for additional remedy or damages
48 with respect to the Contractor's failure to perform the work as required.
49

49

1 **1-05.11 Final Inspection**

2

3 Delete this section and replace it with the following:

4

5 **1-05.11 Final Inspections and Operational Testing**

6 *(October 1, 2005 APWA GSP)*

7

8 **1-05.11(1) Substantial Completion Date**

9

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

17

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

24

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

30

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

34

35 **1-05.11(2) Final Inspection and Physical Completion Date**

36

37 When the Contractor considers the work physically complete and ready for final
38 inspection, the Contractor by written notice, shall request the Engineer to schedule a
39 final inspection. The Engineer will set a date for final inspection. The Engineer and the
40 Contractor will then make a final inspection and the Engineer will notify the Contractor in
41 writing of all particulars in which the final inspection reveals the work incomplete or
42 unacceptable. The Contractor shall immediately take such corrective measures as are
43 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,
44 diligently, and without interruption until physical completion of the listed deficiencies. This
45 process will continue until the Engineer is satisfied the listed deficiencies have been
46 corrected.

47

48 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
49 written notice listing the deficiencies, the Engineer may, upon written notice to the
50 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
51 Section 1-05.7. The Contractor will not be allowed an extension of contract time because

1 of a delay in the performance of the work attributable to the exercise of the Engineer's
2 right hereunder.

3
4 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
5 Contracting Agency, in writing, of the date upon which the work was considered
6 physically complete. That date shall constitute the Physical Completion Date of the
7 contract, but shall not imply acceptance of the work or that all the obligations of the
8 Contractor under the contract have been fulfilled.

9
10 **1-05.11(3) Operational Testing**

11
12 It is the intent of the Contracting Agency to have at the Physical Completion Date a
13 complete and operable system. Therefore when the work involves the installation of
14 machinery or other mechanical equipment; street lighting, electrical distribution or signal
15 systems; irrigation systems; buildings; or other similar work it may be desirable for the
16 Engineer to have the Contractor operate and test the work for a period of time after final
17 inspection but prior to the physical completion date. Whenever items of work are listed in
18 the Contract Provisions for operational testing they shall be fully tested under operating
19 conditions for the time period specified to ensure their acceptability prior to the Physical
20 Completion Date. During and following the test period, the Contractor shall correct any
21 items of workmanship, materials, or equipment which prove faulty, or that are not in first
22 class operating condition. Equipment, electrical controls, meters, or other devices and
23 equipment to be tested during this period shall be tested under the observation of the
24 Engineer, so that the Engineer may determine their suitability for the purpose for which
25 they were installed. The Physical Completion Date cannot be established until testing
26 and corrections have been completed to the satisfaction of the Engineer.

27
28 The costs for power, gas, labor, material, supplies, and everything else needed to
29 successfully complete operational testing, shall be included in the unit contract prices
30 related to the system being tested, unless specifically set forth otherwise in the proposal.

31
32 Operational and test periods, when required by the Engineer, shall not affect a
33 manufacturer's guaranties or warranties furnished under the terms of the contract.

34
35 **1-05.13 Superintendents, Labor and Equipment of Contractor**

36
37 *(August 14, 2013 APWA GSP)*

38 Delete the sixth and seventh paragraphs of this section.

39
40 **Add the following new section:**

41
42 **1-05.16 Water and Power**

43
44 *(October 1, 2005 APWA GSP)*

45
46 The Contractor shall make necessary arrangements, and shall bear the costs for power and
47 water necessary for the performance of the work, unless the contract includes power and
48 water as a pay item.

49
50
51 **1-06 CONTROL OF MATERIAL**

52

1 **1-06.6 Recycled Materials**

2

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

4

5 *(January 4, 2016 APWA GSP)*

6

7 The Contractor shall make their best effort to utilize recycled materials in the construction
8 of the project. Approval of such material use shall be as detailed elsewhere in the
9 Standard Specifications.

10

11 Prior to Physical Completion the Contractor shall report the quantity of recycled materials
12 that were utilized in the construction of the project for each of the items listed in Section
13 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled
14 glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material
15 and aggregates from concrete returned to the supplier). The Contractor’s report shall be
16 provided on DOT form 350-075 Recycled Materials Reporting.

17

18

19 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

20

21 **1-07.2 State Taxes**

22

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

24

25 **1-07.2 State Sales Tax**

26 *(June 27, 2011 APWA GSP)*

27

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

33

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

37

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

45

46 **1-07.2(1) State Sales Tax — Rule 171**

47

48 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
49 roads, etc., which are owned by a municipal corporation, or political subdivision of the
50 state, or by the United States, and which are used primarily for foot or vehicular traffic.
51 This includes storm or combined sewer systems within and included as a part of the
52 street or road drainage system and power lines when such are part of the roadway

1 lighting system. For work performed in such cases, the Contractor shall include
2 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract
3 amounts, including those that the Contractor pays on the purchase of the materials,
4 equipment, or supplies used or consumed in doing the work.

5
6 **1-07.2(2) State Sales Tax — Rule 170**
7

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

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

24
25 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
26 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
27 consumable supplies not integrated into the project. Such sales taxes shall be included
28 in the unit bid item prices or in any other contract amount.

29
30 **1-07.2(3) Services**
31

32 The Contractor shall not collect retail sales tax from the Contracting Agency on any
33 contract wholly for professional or other services (as defined in Washington State
34 Department of Revenue Rules 138 and 244).
35

36 **1-07.17 Utilities and Similar Facilities**
37

38 *(April 2, 2007 WSDOT GSP OPT1)*

39 Section 1-07.17 is supplemented with the following:
40

41 Locations and dimensions shown in the Plans for existing facilities are in accordance
42 with available information obtained without uncovering, measuring, or other verification.
43

44 The following addresses and telephone numbers of utility companies known or
45 suspected of having facilities within the project limits are supplied for the Contractor's
46 convenience:
47

48 *(*****)*

- 49
50 1. Orcas Power and Light Company (OPALCO)
51 (360) 376-3500
52

1 **1-08 PROSECUTION AND PROGRESS**

2

3 *(May 25, 2006 APWA GSP)*

4 **Add the following new section:**

5

6 **1-08.0 Preliminary Matters**

7

8 *(October 10, 2008 APWA GSP)*

9 **Add the following new section:**

10

11 **1-08.0(1) Preconstruction Conference**

12

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

15

16 The purpose of the preconstruction conference will be:

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

25

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

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

30

31 *(December 8, 2014 APWA GSP)*

32 **Add the following new section:**

33

34 **1-08.0(2) Hours of Work**

35

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

42

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

45

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

51

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

19
20 **1-08.1 Subcontracting**

21
22 Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify...".
23

24 *(May 30, 2019 APWA GSP, Option B)*
25
26

27 **1-08.3 Progress Schedule**

28
29 **1-08.3(2)A Type A Progress Schedule**

30
31 *(March 13, 2012 APWA GSP)*
32

32 Revise this section to read:

33
34 The Contractor shall submit *** 2 *** copies of a Type A Progress Schedule no later than
35 at the preconstruction conference, or some other mutually agreed upon submittal time.
36 The schedule may be a critical path method (CPM) schedule, bar chart, or other
37 standard schedule format. Regardless of which format used, the schedule shall identify
38 the critical path. The Engineer will evaluate the Type A Progress Schedule and approve
39 or return the schedule for corrections within 15 calendar days of receiving the submittal.
40

41 **1-08.4 Prosecution of Work**

42
43 Delete this section and replace it with the following:

44
45 *(July 23, 2015 APWA GSP)*
46

46 **1-08.4 Notice to Proceed and Prosecution of Work**

47
48 Notice to Proceed will be given after the contract has been executed and the contract
49 bond and evidence of insurance have been approved and filed by the Contracting
50 Agency. The Contractor shall not commence with the work until the Notice to Proceed
51 has been given by the Engineer. The Contractor shall commence construction activities
52 on the project site within ten days of the Notice to Proceed Date, unless otherwise

1 approved in writing. The Contractor shall diligently pursue the work to the physical
2 completion date within the time specified in the contract. Voluntary shutdown or slowing
3 of operations by the Contractor shall not relieve the Contractor of the responsibility to
4 complete the work within the time(s) specified in the contract.
5

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

14 **1-08.5 Time for Completion**

15
16 *(January 19, 2022 APWA GSP, Option A)*

17 Revise the third and fourth paragraphs to read:
18

19 Contract time shall begin on the first working day following the Notice to Proceed Date.
20

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

38 Revise the sixth paragraph to read:
39

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

- 44 1. The physical work on the project must be complete; and
45 2. The Contractor must furnish all documentation required by the contract and required
46 by law, to allow the Contracting Agency to process final acceptance of the contract.
47 The following documents must be received by the Project Engineer prior to
48 establishing a completion date:
49 a. Certified Payrolls (per Section 1-07.9(5)).
50 b. Material Acceptance Certification Documents

- 1 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the
- 2 Contract Provisions.
- 3 d. Final Contract Voucher Certification
- 4 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor
- 5 and all Subcontractors
- 6 f. A copy of the Notice of Termination sent to the Washington State Department of
- 7 Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the
- 8 Notice of Termination by Ecology; and no rejection of the Notice of Termination
- 9 by Ecology. This requirement will not apply if the Construction Stormwater
- 10 General Permit is transferred back to the Contracting Agency in accordance with
- 11 Section 8-01.3(16).
- 12 g. Property owner releases per Section 1-07.24

13
14 **Section 1-08.5**

15
16 is supplemented with the following:

17
18 *(March 13, 1995 WSDOT GSP OPT7)*

19 This project shall be physically completed within *** 30 *** working days.

20
21
22 **1-09 MEASUREMENT AND PAYMENT**

23
24 **1-09.2 Weighing Equipment**

25
26 **1-09.2(1) General Requirements for Weighing Equipment**

27
28 *(July 23, 2015 APWA GSP, Option 2)*

29 Revise item 4 of the fifth paragraph to read:

- 30
31 4. Test results and scale weight records for each day's hauling operations are provided
- 32 to the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's
- 33 Daily Report, unless the printed ticket contains the same information that is on the
- 34 Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare
- 35 weights for each truck on the printed ticket.

36
37 **1-09.2(5) Measurement**

38
39 *(May 2, 2017 APWA GSP)*

40 Revise the first paragraph to read:

41
42 **Scale Verification Checks** – At the Engineer's discretion, the Engineer may perform

43 verification checks on the accuracy of each batch, hopper, or platform scale used in

44 weighing contract items of Work.

45
46 **1-09.6 Force Account**

47
48 *(October 10, 2008 APWA GSP)*

49 Supplement this section with the following:

50
51 The Contracting Agency has estimated and included in the Proposal, dollar amounts for

52 all items to be paid per force account, only to provide a common proposal for Bidders.

1 All such dollar amounts are to become a part of Contractor's total bid. However, the
2 Contracting Agency does not warrant expressly or by implication that the actual amount
3 of work will correspond with those estimates. Payment will be made on the basis of the
4 amount of work actually authorized by Engineer.
5

6 **1-09.11(3) Time Limitation and Jurisdiction**

7
8 *(November 30, 2018 APWA GSP)*

9 Revise this section to read:

10

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

26

27 **1-09.13(3)A Arbitration General**

28 *(January 19, 2022 APWA GSP)*

29

30 Revise the third paragraph to read:

31

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

40

41

42 **1-10 TEMPORARY TRAFFIC CONTROL**

43

44 **1-10.2 Traffic Control Management**

45

46 *(*****)*

47 Section 1-10.2(2) is supplemented with the following:

48

49 The Contractor will not be permitted to close the road to traffic at any time.
50

51

**DIVISION 2
EARTHWORK**

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2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.2 Disposal of Usable Material and Debris

2-01.2(1) Disposal Method No. 1 – Open Burning

Section 2-01.2(1) is supplemented with the following:

(*****)

Onsite burning is not permitted.

2-01.2(2) Disposal Method No. 2 – Waste Site

Section 2-01.2(2) is supplemented with the following:

(*****)

Surplus materials may be disposed of within the Contracting Agency furnished site located at 3398 Orcas Road, approximately 3.3 miles from the project site.

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 existing bituminous surface: 24 LF
- B. Remove and dispose of 12,000 SF existing bituminous surface
- C. Remove and dispose of wooden staircase (STA 12+25)
- D. Remove and dispose of existing subsurface drainage culvert pipes: 3 each (30 LF, 35 LF, 40 LF)

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:

(*****)

Surplus materials may be disposed of within the Contracting Agency furnished site located at 3398 Orcas Road, approximately 3.3 miles from the project site.

**DIVISION 8
MISCELLANEOUS CONSTRUCTION**

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3 Construction Requirements

8-01.3(2)B Temporary Seeding

Section 8-01.3(2)B is supplemented with the following:

(*****)

Seed mix developed by San Juan County and the Noxious Weed Control Board shall be applied at a rate of two pounds per 1000 square feet and is composed of the following proportions:

<u>Common Name and (<i>Botanical Name</i>)</u>	<u>% By Volume</u>
Red Fescue (<i>Festuca rubra</i>)	60
Blue Wildrye (<i>Elymus glaucus</i>)	20
Meadow barley (<i>Hordeum brachyantherum</i>)	10
Variegated clover (<i>Trifolium variegatum</i>)	10

8-02 ROADSIDE RESTORATION

8-02.3(4)A Construction Requirements

Section 8-02.3(4)A is supplemented with the following:

(*****)

Topsoil Type A shall be weed free and consist of a uniform blend of compost and soil. Compost shall meet the requirements of Section 9-14.4(8). One hundred percent (100%) of this mixture shall pass through a one (1) inch sieve.

8-02.4 Measurement

Section 8-02.4 is supplemented with the following:

(*****)

“Topsoil Type A” shall be measured per CUBIC YARD.

8-02.5 Payment

Section 8-02.5 is supplemented with the following:

(*****)

Topsoil Type A will be paid by the CUBIC YARD at a depth specified per plans.

**DIVISION 9
MATERIALS**

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Contract Plans

(*****)

The Contract Plans consist of the following plan set:

- 1) CRP 022103 Deer Harbor Rd MP 1.10 Slump
Civil Plans
San Juan County Public Works Department

Standard Plans

(September 30, 2020 WSDOT GSP)

The 2022 State of Washington Standard Plans for Road, Bridge, and Municipal Construction M21-01 is made a part of this contract.