



SEAHORSE SIESTA SHORELINE RESTORATION PROJECT

CONTRACT DOCUMENTS

Prepared by:

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Bonds and Insurance Required

- A. Bid Deposit (Bid Bond)
- B. Contract Bond (Performance Bond)
- C. Payment Bond
- D. Standard Liability Insurance (as described in Section 1-07.18)
- E. Retainage (as described in Section 1-09.9(1))

Construction Submittals and Timeline

The following are required along with the bid proposal:

- 1. Qualification Information -----See Section 1-02
- 2. List of All Sub-Contractors-----See Section 1-02
- 3. Bid Deposit (Bid Bond) -----See Section 1-02

CALL FOR BIDS

Sealed bids will be received by the Northwest Straits Foundation (NWSF), by email at bids@nwstraitsfoundation.org up to the hour of **3:00 PM on Tuesday, July 30, 2019**, for the construction of Seahorse Siesta Shoreline Restoration. The bids will immediately thereafter be opened and recorded, unless otherwise posted. Bid Proposals received after the deadline will not be considered.

The Work to be performed in accordance with the attached plans and specs shall include: Site preparation work including clearing and grubbing; TESC installation and removal; debris removal, barge and bulkhead removal and disposal; fill haul and removal; shoreline regrading; shore protection installation; and other work necessary to complete the Project.

All access to the site will be by water.

Engineer's Estimate for this work including sales tax is \$279,061.

All physical work below OHWM shall be completed by October 15, 2019, and in-water work shall be subject to environmental permit conditions (See Appendix B).

Plans, Contract Provisions, addenda, pertinent supplementary information, and plan holders list for this project are available on-line through www.bxwa.com.

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "Northwest Straits Foundation". Note: Bidders are encouraged to "Register as Bidder" in order to receive automatic e-mail notification of future addenda and to be placed on the "Self-Registered Bidders List". Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

WSDOT standard plans are available electronically or for purchase at: <http://www.wsdot.wa.gov/Design/Standards>

All bid proposals shall be accompanied by a bid deposit in the form of a certified or cashier's check or surety bid bond made payable to the Northwest Straits Foundation, for a sum not less than five percent (5%) of the total amount of such bid including sales tax, and all listed additives and alternates. Copies of bid deposits must be included in the bid proposal. Following bid opening, the apparent low bidder will be required to submit hard copies of bid security documentation.

The NWSF reserves the right to reject any and all bids and to waive any informalities or irregularities in the bid or in the bidding process, and make the award as deemed to be in the best interest of the NWSF. All bidders and subcontractors shall have a contractor's license to work in the State of Washington.

Pre-Bid Conference: There will be a mandatory pre-bid meeting Monday, July 1, 2019, at 10:00 a.m., at Seahorse Siesta Country Club, 4654 Strawbridge Lane, Langley, WA.

Publication: June 21, 2019

Lisa Kaufman
Nearshore Program Manager

INFORMATION AND CHECKLIST FOR BIDDERS

The following supplements the information in the Call for Bids and is hereby made a part of the Contract Documents.

1. Examination of Plans, Specifications, and Site

The Bidder shall make an alert, heads-up, eyes-open reasonable examination of the project site and conditions under which the Work is to be performed, including but not limited to: current site topography, soil and moisture conditions; underground obstructions; the obstacles and character of materials which may be encountered; traffic conditions; public and private utilities; the availability and cost of labor; and available facilities for transportation, handling, and storage of materials and equipment.

2. Interpretation of Bid Documents

The Bidder shall promptly notify Owner of any discovered omissions, conflicts, ambiguities, or discrepancies in the Bid Documents. Questions or comments about these Bid Documents should be directed in writing only (mail, or email) to the attention of: Lisa Kaufman, 1155 N State St., Ste 402, Bellingham, WA 98225, or kaufman@nwstraitsfoundation.org.

Questions received less than 2 business days prior to the date of bid opening may not be answered. Any interpretation or correction of the Bid Documents, if needed, will be made only by **addendum**, and notice of such addendum will be e-mailed to each person registered as a bidder on Builder's Exchange (see Call for Bids for details). Owner will not be responsible for any other explanations or interpretations of the Bid Documents. **No oral interpretations of any provision in the Bid Documents will be made to any Bidder.**

3. Qualification of Bidders

The Bidder shall demonstrate to the satisfaction of NWSF that the Bidder and their Subcontractors are qualified to perform the work under this Contract and therefore are a responsible Bidder. To be responsible, the Bidder, including the General Contractor and their subcontractors must demonstrate an appropriate level of experience, technical competence and successful past performance of work.

In the event NWSF finds the Bidder's qualification information lacking or if NWSF determines that the Bidder, including the General Contractor and subcontractors are not qualified, NWSF may reject the Bidder, meet with the Bidder, request additional information, and/or allow the Bidder opportunity to correct the deficiency by (1) providing additional information and/or (2) proposing other project personnel or subcontractors, and/or take other appropriate measures. Timeliness of Contract Execution is critical to the success of this project, therefore NWSF may give a Bidder limited or no opportunity and time to remedy a matter(s) of responsibility before rejecting the bid and going to the next low bidder. Such decisions are at the discretion of NWSF.

See Section 1-02.1 of the Special Provisions for specifics on pre-qualification of bidders and determination of "Similar in Scope and Complexity".

4. Special Schedule Considerations/Sequencing of Work

See Section 1-05.14 of the Special Provisions for identification of other work that may be performed on or near the project site by others.

The Bidder's attention is especially called to the following, which they must allow for in their planning and their Bid Proposal:

- All work below the Ordinary High Water Mark must be completed during the fish window as required by the Hydraulic Project Approval permit: July 15th to February 15th, however, all work shall be completed by October 15, 2019 to avoid work during the wet season.

- Due to proximity of the site to known spawning of forage fish, work below the ordinary high water line during requires confirmation of the lack of spawn. The Owner has contracted with an approved biologist to conduct spawning surveys two days prior to the Contractor's planned start date as required by the Hydraulic Project Approval permit. If no spawn is present, work must begin within 48 hours of notification to WDFW, and must be completed within seven days. If the work cannot be completed within seven days, subsequent surveys must be performed to confirm lack of spawn.
- All access to the site is by land.

5. Additives / Alternates and Determination of Low Bidder

There are no Additive or Alternate bid items on this Project.

6. Bidding Checklist

All bids shall be submitted on the exact forms provided in these Bid Documents or Addenda, or on a photocopy of those documents, and as listed below. Failure to submit any of these forms is grounds for rejection of the bid.

Sealed bids shall be submitted as specified in the Call for Bids. Each bid must be submitted by email with the subject line stating the name of the Bidder, and "Bid Proposal for Seahorse Siesta Shoreline Restoration".

a. Proposal

Bidders must bid on all items contained in the Proposal, including all Bid Schedules, Additives, and Alternates (if any). See also the instructions for entry at the top of the Bid Schedules themselves. The Proposal Signature page must be completed and signed.

b. Form of Proposal

Submit one copy of all documents. The original shall be a minimum of 10-point font size. The cover sheet shall include this Contract Title, Contract Number, Bidder's name, mailing address, email address, and telephone. Bid security must be scanned and then forwarded by mail.

c. Bid Security

Submit a deposit of not less than five percent (5%) of the total bid, including sales tax and all listed additives and alternates. Deposit may be by a cashier's check or certified check. **Cash will not be accepted. If by Bid Bond, the bond form will be on a standard surety provided form.** The Surety must meet the requirements of Section 1-02.7 of the Standard Specifications. If an attorney-in-fact signs bond, a certified and effectively dated copy of their Power of Attorney must accompany the bond.

d. Responsible Bidder Determination Form

7. Contracting Checklist

The following forms are to be executed by the successful Bidder after the Contract is awarded, as detailed below. Most of these forms are included in these Bid Documents and should be carefully examined by the Bidder.

a. Construction Contract

b. Payment and Performance Bonds

One copy of the payment and performance bonds, for 100 percent of the Contract Award Amount, including sales tax, shall be executed by the successful Bidder and his surety company, using the Payment and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312. These bonds cover successful completion of all work and payment of all laborers, subcontractors, suppliers, etc.

A notarized and effectively dated copy of Power of Attorney must accompany the bond. Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

- c. Declaration Of Option For Management Of Statutory Retained Percentage**
- d. Bond in Lieu of Retained Funds, if bidder selects that option.**
- e. Certificates of Insurance** – To be executed by an insurance company acceptable to Owner, on ACORD Forms. Required coverage, certificates, and endorsements are listed in Section 1-07.18 of the Special Provisions.

The above bid and contract documents must be executed by Contractor's President or Vice-President if a corporation, or by a partner if a partnership. In the event another person has been duly authorized to execute contracts, a copy of the resolution or other minutes establishing this authority must be attached to the Proposal and Agreement documents.

FORM OF PROPOSAL

Bidder Name _____
 Date _____

To Northwest Straits Marine Conservation Foundation
 Bellingham, WA 98225

Pursuant to and in compliance with your Call for Bids and Bid Documents for construction of **Seahorse Siesta Shoreline Restoration**, the undersigned (Bidder) hereby certifies that Bidder has carefully examined the Bid Documents as well as the premises and conditions affecting the Work, and thoroughly understands the nature of said Work, and hereby proposes to undertake and complete all Work embraced in this improvement in accordance with the Contract Documents and at the following schedule of rates and prices.

The Bidder understands that the quantities mentioned herein are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of work as either increased or decreased in accordance with the Contract Documents. The Bidder agrees to hold the prices below for 90 calendar days after the day of Bid Opening.

As evidence of good faith, (*check one*)

☐ bid bond or ☐ cashier's check, or ☐ certified check

made payable to **Northwest Straits Foundation**, equal to five percent (5%) of the Total Bid Price including sales tax, and all listed additives and alternates is attached hereto. Bidder understands that, should this offer be accepted by Owner within 45 calendar days after the day of Bid Opening, or by a mutually agreed on later date, and the Bidder fails or refuses to enter into an Agreement and furnish the required performance bond and required insurance within 20 calendar days after Notice of Award, the Contract shall be null and void and the Bid Deposit or Bond accompanying this Proposal shall be forfeited and become the property of the Northwest Straits Foundation as liquidated damages, all as provided for in the Contract Documents.

Bidder hereby agrees to complete the Physical Work in all respects within the number of working days specified in Section 1-08.5 of the Special Provisions.

If the Contract is awarded to the Bidder within 90 calendar days of the time set for the opening of bids, the Bidder agrees to execute a contract for the above Work as bid, in the form of the Agreement bound in these Contract Provisions, and to provide surety bond(s) as required, using the form(s) bound in these Contract Provisions.

WA State Contractor's Registration No. _____
 and Expiration Date _____
 UBI No. _____
 Industrial Insurance Account No. _____
 Employment Security Department No. _____
 State Excise Tax Registration No. _____
 DUNs No. _____

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BID SCHEDULE FORM**Seahorse Siesta Shoreline Restoration**

Show prices in figures only (ink or typed). Show cents to 2 decimal points. Where conflict occurs between the unit price and the total amount specified for any item, the Unit Price shall prevail, and totals shall be corrected to conform thereto. If any Unit Price is left blank, it will be considered no charge for that bid item, regardless of what has been placed in the Total Price column.

BASE BID FORM						
Bid Item No.	Item Description	Specifications	Unit	Quantity	Unit Cost	Total Price
GENERAL REQUIREMENTS						
1	Mobilization/Demob	1-09.7	LS	1		
2	Construction Survey/Staking	1-14	LS	1		
3	SPCC Plan	1-07	LS	1		
EARTHWORK & DEMOLITION						
4	Clearing and Grubbing	2-01 (cut trees will stay on site)	LS	1		
5	Final Cleanup	1-04.11	LS	1		
6	Remove Scattered Rock-Beach	2.02-4(1) (most material stays on site for reuse)	TON	45		
7	Bulkhead Demolition	2.02-4(2) (296 FT x 10 FT x 8 IN; including Haul)	TON	150		
8	Remove Barge and Fill Material	2.02-4(3) (Including Haul and disposal/recycling)	TON	400		
9	Excavation and Regrading, Lower Bluff	2.01.3(3) (native sandy material stays on site)	CY	1600		
10	Excavation for Drift Sills and Other Rockery Installation	8-15.3(1) (native sandy material stays on site)	CY	100		
11	Excavation for Beach Nourishment	2.01.3(3) (material stays on site)	CY	90		
STRUCTURES LABOR						
12	Construct New Drift Sills (2)	8-15.3(4): each 23 FT long	LF	48		
13	Construct Access Stairway Within New Drift Sills	8-15.3(5)	LS	1		
14	Construct Storm Drain Outfall Abutment (using stockpiled scattered rock)	8-15.3(6)	LS	1		
MISCELLANEOUS CONSTRUCTION LABOR						
15	Erosion Control and Water Pollution Control	8-01	LS	1		
16	Regrade Bluff/Beach Sandy Sediment	2-01.3(3)	CY	800		
17	Place Beach Nourishment Gravel	8-26	CY	100		
18	Place Erosion Control Blanket (ECB)	8-01	LS	1		
MATERIAL COST						
19	Rock for New Drift Sills and Outfall (import)	9-13.7 (1): Rock, 4-man, 20 tons, 3-man, 70 tons, 2-man, 10 tons.	TON	100		
20	Rock/Concrete Blocks for Access Stairs (import)	9-13: 4'x3'x8", 8 pieces	TON	5		
21	Quarry Spall (from salvaged scattered rock)	9-13.7: (4" - 8" size)	TON	40		
22	Beach Nourishment Gravel (import)	9-03.12(5): 1/3-1.5" gravel, 50% or less; 9-03.11(2) 2"-4" streambed cobble, 50% or more	TON	135		
23	Geotextile	9-33: Layfield non-woven LP10 or equiv. (min. grab tensile 250 lbs)	SY	200		

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24	ECB	9-14.5: GeoCoir 700 or equivalent (with 12" overlaps)	SY	750		
25	Wooden Stakes	9-14.7: 18-inch diagonal ripped 1x4 Cedar or DF, 500 pieces	EA	500		
Construction Subtotal						
26	Sales Tax (8.7%)					
Total						

BID PROPOSAL SIGNATURE PAGE

PROJECT: Seahorse Siesta Shoreline Restoration

By signing below, Bidder acknowledges receipt and understanding of the following Addenda to the Bid Documents:

Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
1		3	
2		4	

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.

By signing below, Bidder certifies that:

1. Bidder has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.
2. Bidder expressly agrees to all provisions of the WSDOT/APWA Standard Specifications for Road Bridge and Municipal Construction (2018) and as modified in the Bid Documents, including all indemnity provisions and Title 51 waiver of immunity for workplace injuries contained in General Requirements Section 1-07.14.

It is understood that Owner may accept or reject all bids.

Bidder _____
 Signature of Authorized Official _____
 Printed Name & Title _____
 Email of Primary Contact _____
 Physical Address of Office in WA _____
 Phone No. _____ Date _____

This address and phone number is the one to which all communications regarding this proposal will be sent.

Circle One: Individual / Partnership / Joint Venture / Corporation

State of Incorporation, or if not a corporation, where business entity was formed: _____

If a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).

BID SECURITY

☐ **Bid Deposit:** The undersigned Principal hereby deposits a Bid Deposit with the Northwest Straits Foundation in the form of a certified check or cashier's check in the amount of _____

_____ dollars
(\$ _____), which amount is not less than five percent of the total bid.

☐ **Bid Bond:** The undersigned, _____ (Principal), and _____ (Surety), are held and firmly bound unto the Northwest Straits Foundation (Obligee) in the penal sum of _____ dollars (\$ _____), which amount is not less than five percent of the total bid, which for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

Conditions: The Bid Deposit or Bid Bond shall be an amount not less than five percent ((5%) of the total bid, including sales tax and is submitted by Principal to Obligee in connection with a Proposal for Seahorse Siesta Shoreline Restoration, according to the terms of the Bid Documents, including the Bid Proposal.

Now therefore,

- a. If the Bid Proposal is rejected by Owner, or
- b. If the Bid Proposal is accepted and Principal shall duly make and enter into an Agreement with Obligee in accordance with the terms of the Bid Documents, and shall furnish bond(s) for the faithful performance of said Project and for the payment of all persons performing labor or furnishing materials in connection therewith, with Surety or Sureties approved by Obligee, and shall furnish satisfactory evidence of insurance as required, then this Bid Security shall be released, otherwise it shall remain in full force and effect and Principal shall forfeit the Bid Deposit or Surety shall immediately pay and forfeit to Obligee the amount of the Bid Bond, as penalty and liquidated damages.

The obligations of Surety and its Bid Bond shall be in no way impaired or affected by any extension of time within which Owner may accept or consider bids, or contract with the Bidder, and Surety does hereby waive notice of any such extension.

Signed and dated this _____ Day of _____ 20____

Principal

Surety

Signature of Authorized Official

Signature of Authorized Official

Title

Attorney in Fact (Attach Power of Attorney)

Name, address and phone number of local office of
Agent and/or Surety Company

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

RESPONSIBLE BIDDER DETERMINATION FORM

Name of Bidder _____

You may attach extra pages if necessary to answer these questions

1. List up to five projects similar in scope and complexity which have been completed by the Bidder as a Prime Contractor within the last five years:

Project Name / Agency-Owner	Year Completed	Contract Amount	Owner Reference Name and Phone #

2. Name your proposed Superintendent and how long with your company:

3. What Surety Company will furnish the required Payment and Performance Bonds?

_____ of _____
 Name Address

4. Have you and/or your owners been convicted of a crime involving bidding on a public works contract in the last 5 years?

☐ No ☐ Yes If yes, give details:

5. Have you and/or your owners had any public works contract terminated for cause or for default in the last five years?

☐ No ☐ Yes If yes, describe the project and the circumstances below:

Project Name / Agency-Owner	Owner Reference Name and Phone #	Explain circumstances around the termination.

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

☐ No ☐ Yes *If yes, give details:*

7. Is the Bidder currently debarred or suspended by the Federal Government?

☐ No ☐ Yes

8. Has Bidder, or any representative or partner thereof, ever failed to complete a contract?

☐ No ☐ Yes *If yes, give details:*

9. Has the Bidder and/or its owners had any lawsuits with judgments entered against the Bidder in the last five years?

☐ No ☐ Yes *If yes, describe the judgment and the circumstances.*

10. Does the Bidder owe any delinquent taxes to the Washington State of Revenue?

☐ No ☐ Yes...

If yes, does the Bidder have a payment plan approved by the Department of Revenue? ☐ No ☐ Yes

11. Does the Bidder have any prevailing wage violations as determined by WA Labor & Industries in the past five years?

☐ No ☐ Yes... *If yes, please provide a list of the violations, along with an explanation of each violation and how it was resolved.*

Pursuant to the Special Provisions of the referenced project, the Bidder does hereby verify that it meets all of the mandatory and supplemental criteria per Section 1-02.14 of the Special Provisions. The Bidder also verifies that the form that The Bidder utilizes for subcontracting work includes subcontractor responsibility language required by RCW 39.06.020, and establishes procedures which are used to validate the responsibility of each subcontractor (including sub-tier subcontractors if applicable).

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

Signature of Bidder _____

Title: _____

Date: _____

CONSTRUCTION CONTRACT #2019-12-

THIS CONSTRUCTION CONTRACT, made and entered into this ____ day of _____, 2019, shall be the agreed basis of performing the following work by and between Northwest Straits Foundation, hereinafter referred to as the "Owner," and _____ hereinafter referred to as the "Contractor" and collectively referred to as "Parties."

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **The Project.** The Project is called *Seahorse Siesta Shoreline Restoration* and is located 4654 Strawbridge Lane, Langley, WA, and is more fully described in the attached Special Provisions which are incorporated in full by this reference.
2. **The Work.** The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform the work called for in the Contract Documents (the "Work"), in conformance with all government laws, codes, regulations, ordinances and appropriate industry standards as they apply to the performance of the Work.
3. **Time of Completion.** The Work to be performed under this Contract shall commence as soon as the Contractor has been provided written Notice to Proceed. The Contractor shall achieve Substantial Completion of the entire Work by October 15, 2019, following Notice to Proceed (the "Contract Time").
4. **Liquidated Damages.** The Owner and Contractor further agree that time is of the essence and that Owner will suffer financial loss if the Work is not completed in the Contract Time as adjusted for changes. Therefore, in the event Contractor does not obtain Substantial Completion with the Contract Time as adjusted for changes, liquidated damages shall be assessed against the Contractor, as a reasonable estimate of damages and not as a penalty, in the amount of \$1,000.00 per day for each day that expires after the time specified in Paragraph 3.
5. **Contract Sum.** In consideration of the performance of the Work, the Owner hereby agrees to pay the Contractor for said work completed according to the Contract Documents, the sum of ____ dollars (\$_____) plus 8.7% State Sales Tax, subject to additions and deductions as provided in the Contract Documents. The Contractor has a clear understanding of the scope of the Work and has included sufficient funds to complete those repairs. In preparing bids and establishing allowance amounts, the Contractor has taken into account all reasonably anticipatable construction conditions.

The unit prices are hereby accepted as per the SCHEDULE OF VALUES which is attached and incorporated herein by reference.

6. **Payments.** Contractor shall submit invoices for progress payments, as provided in the Standard Specifications, monthly. Owner shall pay the amount due less Retainage within forty-five (45) days of receipt of the properly documented invoice.
 - a. **Retainage.** Owner shall withhold five percent (5%) as retainage from each progress payment (the "Retainage"). Owner shall release Retainage to the Contractor as provided in Standard Specification, §1-09.9(1) as modified. The Retainage is a fund for the protection of the Owner (a) from incomplete or defective work by Contractor; (b) for the payment of persons

who supplied materials or who worked on the Project and were not paid by Contractor; and (c) damages incurred due to other breaches of the Contract.

7. **The Contract Documents.** The Contract Documents comprise the entire agreement between Owner and Contractor concerning the Work and include: this Contract, together with the exhibits expressly incorporated herein, the Plans (7 sheets); Permits (attached hereto as **Appendix A**); Special Provisions; WSDOT Standard Specifications for Road, Bridge and Municipal Construction 2018 as modified or supplemented by this Contract; Addenda issued prior to execution of this Contract, and Modifications issued after execution of this Contract. Collectively, the foregoing Contract Documents comprise the “Contract.”

The Contract Documents are intended to be complimentary and what is required by one is required by all. Conflicts or discrepancies among the Contract Documents shall be resolved by the order of precedence set forth in Standard Specifications, §1-04.2.

8. **Indemnification.** In addition to the indemnification and defense obligations set forth in Standard Specifications §1-07.14 as modified, the Contractor agrees to indemnify, defend and hold harmless the Owner, *Coastal Geologic Services* (Engineer), *Seahorse Siesta Club* (landowner), their respective agents and employees, and those parties described in the modified Standard Specification §1-07.14 as the “Indemnified Parties” from any claim made or asserted for damage or injury of any kind or nature to any person or property, including injuries to or death of any employee of Contractor, or subcontractors, or suppliers of any tier arising out of or connected with the execution of the Work, except Contractor shall not be required to defend or indemnify the Indemnified Parties to the extent the claim is the result of the Indemnified Parties’ negligence or willful misconduct.

Contractor specifically and expressly waives any immunity that may be granted it under the Washington Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers’ compensation acts, disability benefit acts, or other employee benefit act. Nothing in this paragraph shall affect applicability of the Washington Industry Insurance Act to claims made by Contractor’s employees directly against the Contractor.

9. **Insurance.** Prior to commencing the Work and at all times during the Project, the Contractor shall obtain and keep in force the policies of insurance set forth in Standard Specification §1-07.18 as modified, and shall provide Owner evidence of such insurance and of the Owner’s “additional insured” status under the policies.

10. **Dispute Resolution.** The Parties shall, as a condition precedent to litigation, endeavor to resolve any disputes arising out of or pertaining to this Contract as provided in Standard Specifications §1-09.11. In the event the Parties cannot first resolve their dispute, the matter shall be subject to litigation in the Superior Court of Whatcom County, in the State of Washington. As set forth more fully in Standard Specification §1-09.11(3), the Contractor shall bring any such lawsuit no later than 180-calendar days from the date of final acceptance.

11. **General Provisions.**

a. The Contract represents the entire and integrated agreement between the parties as to this subject matter and supersedes prior negotiations, representations or agreements either written or

oral. Subsequent Contract amendments shall be ineffective unless signed by a party having authority to bind the Owner.

b. If any portion of this Contract is found invalid or unenforceable by any Court, the remaining provisions shall remain in force between the Parties.

The Contractor and Owner have entered into this Contract on the day and year first above written. The parties acknowledge the Indemnification Provisions, contained in this Contract at ¶8 and at Standard Specifications, §1-07.14 as modified, were specifically negotiated.

CONTRACTOR:

OWNER:

Northwest Straits Foundation

By _____

By _____

Title _____

Executive Director

Date _____

Date _____

Washington State Contractor's License No.

Federal Tax Id. No. _____

UBI. NO. _____

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PAYMENT AND PERFORMANCE BONDS

One copy of the payment and performance bonds, for 100 percent of the Contract Award Amount, including sales tax, shall be executed by the successful Bidder and his surety company, using the Payment and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312. These bonds cover successful completion of all work and payment of all laborers, subcontractors, suppliers, etc.

Prior to execution of a Change Order that, cumulatively with previous Change Orders, increases the Contract Award Amount by 15% or more, the Contractor shall provide either new payment and performance bonds for the revised Contract Sum, or riders to the existing payment and performance bonds increasing the amount of the bonds. The Contractor shall likewise provide additional bonds or riders when subsequent Change Orders increase the Contract Sum by 15% or more. No payment or performance bond is required if the Contract Sum is \$35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.

A notarized and effectively dated copy of Power of Attorney must accompany the bond. Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

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DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

Note: This form must be submitted at the time Contractor executes the contract. Contractor shall designate the option desired by checking the appropriate space.

Monies reserved under provisions of **RCW 60.28**, at the option of Contractor, shall be:

- ☐ (1) Retained in a fund by Owner.
- ☐ (2) In lieu of Owner withholding retainage, Contractor will submit a Bond in Lieu of Retained Funds, using the attached form.

Contractor Signature

Title (Printed)

Date

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RETAINAGE BOND

Bond No. _____

KNOW BY ALL MEN THESE PRESENTS, that _____
as Principal authorized to do business in the State of Washington and _____
as Surety, a corporation organized and existing under the laws of the State of _____
and authorized to transact business in the State of Washington as Surety, are jointly and severally held and bound
unto the Northwest Straits Foundation as Oblige, are similarly held and bound unto the beneficiaries of the trust
fund created by RCW 60.28 as their heirs, executors, administrators, successors and assigns, in the penal sum of
_____ dollars
(\$ _____) plus 5% of any increases in the contract amount that have occurred or may occur,
due to change orders, increases in the quantities, or the addition of any new item of work.

WHEREAS, on the _____ day of _____, 20____, the said Principal herein
executed a contract with the Oblige, for _____
_____.

WHEREAS, said contract and RCW 60.28 require the Oblige to withhold from the Principal the sum of 5% from
monies earned on estimates during the progress of the construction, hereinafter referred to as earned retained funds.

WHEREAS, Principal has requested that the Oblige not retain any earned retained funds as allowed under RCW
60.28.

NOW, THEREFORE the condition of this obligation is such that the Principal and Surety are held and bound unto the
beneficiaries of the trust fund created by RCW 60.28 in the penal sum of 5% of the final contract cost which shall
include any increases due to change orders, increases in quantities of work, or the addition of any new item of work.
If the Principal shall use the earned retained funds, which will not be retained for the trust fund purposes of RCW
60.28, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. This bond and any
proceeds therefrom shall be made subject to all claims and liens and in the same manner and priority as set forth for
retained percentages in RCW 60.28.

PROVIDED HOWEVER, that:

1. The liability of the Surety under this bond shall not exceed 5% of the total amount earned by the Principal if
no monies are retained by the Oblige on estimates during the progress of construction.
2. Any suit under this bond must be instituted within the time period provided by applicable law.

IN WITNESS WHEREOF, said Principal and said Surety have caused these present to be duly signed and sealed
this _____ day of _____, 20____.

By: _____

By: _____

Attorney

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INTRODUCTION TO THE SPECIAL PROVISIONS

(August 3, 2015 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2018 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 the Amendments to the Standard Specifications and 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 project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

- (August 3, 2015, WSDOT GSP)

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/APWA, current edition

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

★ ★ IMPORTANT - PLEASE READ ★ ★

These Special Provisions supplement, add new, replace, or modify the combined Standard Specifications and Amendments. For clarification of the purpose of the sections provided, these Special Provisions have the following added section descriptors:

Supplement:	Text supplements, slightly modifies, or adds clarification to the identified section of the Standard Specifications.
New:	Item/specification is unique to this Contract and will not be found in the Standard Specifications.
Replacement:	A replacement of the entire identified section or subsection of the Standard Specifications.
Modification:	A replacement of the identified sentence or paragraph of the Standard Specifications.
WSDOT GSP:	A WSDOT General Special Provision applicable to this Contract, or required to be inserted in the specifications of all projects with Federal Aid.
APWA GSP:	A General Special Provision from APWA WA State Chapter Construction Standards Committee, applicable to this Contract.

PROJECT DESCRIPTION

This project provides for construction of **Seahorse Siesta Shoreline Restoration** and other work, all in accordance with the attached plans, these special provisions, the standard specifications, and all attachments.

The Work to be performed in accordance with the attached plans and specs shall include: Site preparation work including clearing and grubbing; TESC installation and removal; debris removal, barge and bulkhead removal and disposal; fill haul and removal; shoreline regrading; shore protection installation; and other work necessary to complete the Project.

Engineer's Estimate for this work is \$279,061.

All physical work shall be completed in the time specified in Section 1-08.5 and in-water work shall be subject to environmental permit conditions (See Appendix A).

DIVISION 1

General Requirements

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions (August 3, 2015 APWA GSP)

Modification

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

The day the Owner's Representative determines the Property Owner 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 Property Owner and Contracting Agency accepts the Work as complete.

The following substitution of words shall prevail throughout the Standard Specifications:

Wherever the word "Contracting Agency" is used, it shall mean Northwest Straits Marine Conservation Foundation.

Wherever the word "Bidder" is used, it shall mean the contractor responsible to perform the work under this contract.

Wherever, in the Contract or the Contract Documents, the following words and terms or pronouns in place of them are used, the meaning will be construed as follows:

Engineer: The Project Engineer for the Contracting Agency, acting directly or through his duly authorized representative, except as expressly provided otherwise.

Project Manager: The Contracting Agency.

Item of Work: For the purpose of this project, an item of work shall be considered a unit of work. Payment will be made for actual work satisfactorily performed at Unit Price reflected on the Schedule of Values.

Supplement

All references to "State Materials Laboratory" shall be revised to read "Property Owner designated location".

All references to "final contract voucher certification" shall be interpreted to mean the final payment form established by the Property Owner.

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency's headquarters are located.

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 of the Standard Specifications as "nonworking days".

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 Owner's Representative 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)

Replacement

This section is deleted in its entirety and replaced with the following:

The Bidder shall demonstrate to the satisfaction of Contracting Agency that the Bidder and their Subcontractors are qualified to perform the work under this Contract and therefore are a responsible Bidder. To be responsible, the Bidder, including the General Contractor and their subcontractors, must demonstrate an appropriate level of experience, technical competence and successful past performance of work. The information requested in this section will assist the Contracting Agency in making such determination.

In the event the Contracting Agency finds the Bidder's qualification information lacking or if the Contracting Agency determines that the Bidder, including the General Contractor and subcontractors are not qualified, the Contracting Agency may reject the Bidder, meet with the Bidder, request additional information, allow Bidder opportunity to correct the deficiency by (1) providing additional information and/or (2) proposing other project personnel or subcontractors, and/or take other appropriate measure. Timeliness of Contract Execution is critical to success of this project; therefore, the Contracting Agency may give a Bidder limited or no opportunity and time to remedy a matter(s) of responsibility before rejecting the bid and going to the next low bidder. Such decisions are in the sole discretion of the Contracting Agency.

For purposes of this section, the elements of "Similar in Scope and Complexity" is a project having the following elements:

1. Excavation and grading within limited construction access areas located in or adjacent to environmentally sensitive areas including, but not limited to wetlands, waterways, other naturally occurring water bodies, riparian zones and floodplains.
2. Site access and construction implementation by barge.
3. Construction of structures within the areas described in item 1 above that were constructed for the purposes of improving aquatic habitat conditions within waterways.
4. Management of sediment laden water within areas described in item 1 above;
5. Construction schedule dictated by permit conditions related to sensitive areas and tidal conditions;
6. Simultaneous construction work in multiple, discontinuous locations;
7. Bidder was the general contractor responsible for managing and coordinating all subcontractors, including but not limited to earthwork and construction of habitat improvement structures.

The Bidder shall demonstrate successful past experience and competence in managing no less than 2 construction projects within the last 5 years each with an initial construction value of at least \$100,000 and that meet the Similar in Scope and Complexity elements. To qualify as a project, the Owner must have determined the project to be substantially complete or issued final acceptance.

1. Identify all construction contracts (whether completed or in progress) entered into and performed by the Bidder within the past 5 years that meet the Similar in Scope and Complexity elements. Projects for which the Bidder was a subcontractor are not eligible under this criterion.
2. For each project, identify the name of the project, describe the project and how it meets the Similar in Scope and Complexity elements, initial contract time (start and end dates), final contract time (actual end date), initial contract value, final contract value, name and phone number of the Owner, and name and telephone number of

the Owner's project manager or other person who can verify the Bidder's experience.

3. For each category of work in this project comprising five percent (5%) or more of the bid amount, the Bidder shall identify the category of work and the Subcontractor performing it. Failure to list Subcontractors may render the bid non-responsive. Included the firm's name, address, and primary point of contact, phone number and email address.

Qualification information shall be submitted with the proposal in a clear, comprehensive and concise manner. The cover sheet shall include this Contract Title, Contract Number, Bidder's name, mailing address, contact person, email address, telephone, and fax number.

The Bidder must have a clean record, including zero violations within the past five years with the Washington State Department of Fish and Wildlife and all other related regulatory agencies.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Replacement

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	1	Furnished automatically upon award.

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.

1-02.3 Estimated Quantities

Supplement

The bid basis is as defined in bid schedule and in these special provisions.

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

1-02.4(1) General

Supplement

Minor variations and miscellaneous items may not be shown in the Plans. In accordance with the Standard Specifications, it shall be the Contractor's responsibility to examine the site, become familiar with all attendant conditions and determine the difficulties and work involved, and to accept the site in its existing condition at the time of the award of contract.

1-02.5 Proposal Forms

(June 27, 2011 APWA GSP)

Replacement

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, and acknowledgment of addenda; the bidder's name, address, telephone number, and signature, 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 Property Owner and/or 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

(June 27, 2011 APWA GSP)

Modification

Supplement the second paragraph with the following:

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. If the Contractor's bid is less than the minimum specified amount, the Contracting Agency will unilaterally revise the bid amount to the minimum specified amount and recalculate the Contractor's total bid amount. The corrected total bid amount will be used by the Contracting Agency for award purposes and to fix the amount of the contract bond

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

Delete the last paragraph, and replace it with the following:

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 bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture.

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement

Cash will not be accepted for a bid deposit.

1-02.9 Delivery of Proposal

(August 3, 2015 APWA GSP, Option A)

Replacement

Each proposal shall be submitted by email, with the Bidder's Name and Project Name as stated in the Call for Bids clearly marked in the subject line of the email, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

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.

1-02.13 Irregular Proposals

(August 3, 2015 APWA GSP)

Modification

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;

- e. A price per unit cannot be determined from the Bid Proposal;
- f. The Proposal form is not properly executed;
- j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
- k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- l. More than one proposal is submitted for the same project from a Bidder under the same or different names.

1-02.14 Disqualification of Bidders

Replacement

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet the following Supplemental Criteria:

1. Delinquent State Taxes

A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

B. Documentation: The Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website: <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are so listed, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. Federal Debarment

A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.

B. Documentation: The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).

3. Prevailing Wages

A. Criterion: The Bidder shall not have a record of prevailing wage violations as determined by WA Labor & Industries in the five years prior to the bid submittal date, that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of all prevailing wage violations in the five years prior to the bid submittal date, along with an explanation of each violation and how it was resolved. The Contracting Agency will evaluate these explanations and the resolution of each complaint to determine whether the violation demonstrate a pattern of failing to pay its workers prevailing wages as required.

4. Claims Against Retainage and Bonds

A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:

- Name of project
- The Contracting Agency and contact information for the Contracting Agency;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;
- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. Public Bidding Crime

A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

6. Termination for Cause / Termination for Default

A. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

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

7. Lawsuits

A. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts.

The Contracting Agency reserves the right to request further documentation as needed to assess Bidder responsibility. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may (but is not required to) consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

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

Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above 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.

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

1-02.15 Pre Award Information
(August 14, 2013 APWA GSP)

Modification

Revise this section to read:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT**1-03.1 Consideration of Bids**

(January 23, 2006 APWA GSP)

Modification

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 5, 2015 APWA GSP)

Modification

The bidder will return to the Contracting Agency the signed Contract, insurance certificate(s) and bonds within ten (10) days after receipt of Contract. If the apparent successful bidder fails to properly execute the Contract or provide all of the foregoing documentation within ten (10) days after receipt of the contract, the Contracting Agency may at its sole discretion terminate the Award of the contract.

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 risk for any Work begun outside such areas and for any materials ordered before the Contract is executed by the Contracting Agency.

1-03.4 Contract Bond

(January 5, 2015 APWA GSP)

Revise the first paragraph to read:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on bonding agency provided form;
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. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, 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;

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 must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).
7. As indicated in the performance bond form and construction contract included in these contract documents, all work shall be warranted for materials and workmanship for a period of one year after acceptance of the project. Formal construction acceptance by the Contracting Agency will be considered as the date of commencement of the one year period.

1-03.4(1) Retainage in Lieu of Contract Bond

(October 10, 2008 APWA GSP)

For contracts of \$35,000 or less, the Contractor may, at the Contractor's option, authorize the Contracting Agency to retain fifty percent (50%) of the contract amount in lieu of furnishing a performance and/or payment bond. If the Contractor elects this option, the retainage shall be held for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Departments of Revenue and of Labor and Industries and settlement of any liens filed under RCW 60.28, whichever is later. The Contractor must advise the Contracting Agency in writing of the Contractor's election to authorize retainage in lieu of a bond, at the time of execution of the Contract.

In choosing this option, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the Contracting Agency, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided above; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

1-04 SCOPE OF WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(October 1, 2005 APWA GSP)

Modification

The term "Engineer" as used in this section shall mean "Engineer or Contracting Agency".

Revise the second paragraph to read:

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

1. Addenda,
2. Proposal Form,
3. Special Provisions, including APWA General Special Provisions, if they are included,
4. Contract Plans,
5. Amendments to the Standard Specifications,

6. WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction,
7. Contracting Agency's Standard Plans (if any), and
8. WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes

This Section is supplemented with the following:

All changes in the Work shall be performed in accordance with the Contract Documents.

Upon receipt of a request for a Change Order proposal, the Contractor shall proceed as follows:

- 1 Due to the short and critical duration of this Project, Contractor shall submit a Change Order proposal within 24 hours of the request from Contracting Agency, or within such other period as mutually agreed.
- 2 Contractor's Change Order proposal shall be full compensation for implementing the proposed change in the Work. The Change Order proposal shall be presumed to identify any and all adjustments in the Contract Sum or Contract Time, including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in Work, except to the extent such compensation is disallowed by these Standard Specifications.
- 3 Upon receipt of the Change Order proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, Contracting Agency may accept or reject the proposal, request further documentation, or negotiate acceptable terms with the Contractor.
- 4 Pending agreement on the terms of the Change Order, Contracting Agency may direct Contractor to proceed immediately with the Change Order Work. Except as otherwise required by this Section 1-04 of the Standard Specifications, Contractor shall not, prior to receipt of the Contracting Agency's written approval, proceed with any change in the Work for which the Contractor seeks additional compensation.

1-04.7 Differing Site Conditions (Changed Conditions)

Supplement

If the Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify the Contracting Agency and begin to keep and maintain complete, accurate and specific daily records documenting extra costs and time incurred. Contractor shall give the Contracting Agency access to any such records and, if requested, shall promptly furnish copies of such records to Contracting Agency. As used herein, "promptly notify" means written notice within twenty-four (24) hours of the occurrence of the event or discovery of the condition giving rise to the request. For purposes of this part, "occurrence" means when the Contractor knew, or in its diligent prosecution of the Work should have known of the event giving rise to the request for Contract adjustment.

Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than twenty-four (24) hours before Contractor's written notice to the Contracting Agency. The written notice shall set forth, at a minimum, a description of:

1. The event giving rise to the request for an equitable adjustment in the Contract Sum;
2. The nature of the impacts to Contractor and Subcontractors, if any; and,
3. To the extent possible, the amount of the adjustment in Contract Sum requested.

Failure to properly give the written notice required by this Section 1-04.7 shall, to the extent Contracting Agency's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

In the event of delay in the Work resulting from conduct or lack of conduct by the Engineer or Contracting Agency or delay by the Contracting Agency in making the site available, or in furnishing any items required by the Contract Documents to be furnished to the Contractor by Contracting Agency or other delay beyond the reasonable control of

Contractor, the Contractor shall be entitled to a reasonable extension of time for the amount of time the Contractor is actually delayed in the performance of the Work, provided notice of the delay is given within _____ (24 hours if not filled in) after commencement of the delay. Contractor shall not be entitled to any extension of time unless it notifies Contracting Agency of the delay in writing within the time referenced in the foregoing sentence as to each delay.

No extension of time or adjustment of Contract Sum or other compensation will be required unless the Contractor demonstrates the delay in completion of the Work was caused specifically by a delay in a portion of the Work that was on the critical path of the construction schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event:

- a. Had specific impact on the critical path and, except in case of concurrent delay, was the sole cause of such impact; and
- b. Could not have been avoided by re-sequencing of the Work or other reasonable alternatives.

1-05 CONTROL OF WORK

1-05.3 Plans and Working Drawings

Supplement

Not later than seven (7) days prior to the scheduled start of construction, the Contractor shall submit a written Construction Work Plan. No physical work is to be performed at the site until the Construction Work Plan is reviewed and approved by the Contracting Agency and Property Owner. The Construction Work Plan shall include:

1. A list of construction personnel and the supervisory chain of responsibility.
2. Procedures and sequence for demolition, improvements and stockpiling materials, and water management.
3. Disposal site.

Shop drawings and/or catalog cuts shall be furnished by the Contractor for all items indicated in the contract plans or Special Provisions. The Contractor's copies will be returned with appropriate action noted.

Manufacturer's technical information shall be submitted in triplicate for all items used on this project.

Information or shop drawings with any deficiencies will require additional time for approval. Information returned to the Contractor for correction will require additional review time.

Work will not begin until all informational material is approved. Approval of the information is to assist the Contractor in providing specified material and does not guarantee final acceptance.

1-05.4 Conformity With and Deviations from Plans and Stakes

Replacement

The Contractor shall provide all surveying required to complete the project. The Contractor shall be responsible for setting, maintaining, and resetting all stakes for the Work. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. All setting and resetting of monuments, property corners, and primary control, shall be completed by or under the direct supervision of a Washington State Registered Professional Land Surveyor (PLS). The PLS must be submitted for approval as a Subcontractor.

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. Primary and Secondary Control: Verify and use 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 horizontal coordinates, station, offset and elevations of all secondary control points. Provide the Contracting Agency an electronic copy of the secondary control points. Vertical secondary control shall be established using spirit levels, not a GPS system.
2. The Contractor shall stake clearing limits and centerline stationing one week prior to commencement of on-site construction activities. The Contractor shall allow for at least two working days for the Owner's Representative to approve the layout after staking. The Contractor shall assume full responsibility for detailed dimensions, elevations, and excavation slopes measured from these stakes and marks, regardless of Owner's Representative's review and approval.
3. Clearing Limits: Clearing limits shall be marked at major angle points and at intermediate points at approximately 100- foot intervals. The clearing limits shall generally be located 5 feet beyond the toe of the fill and 10 feet beyond the top of the cut unless otherwise shown on the Plans.
4. Grading Limits (Slope Stakes): Grading limits shall be staked on the centerline at 50-foot intervals. Contractor shall establish offset reference to all slope stakes.
5. Monuments: The Contractor shall be responsible for locating and preserving existing monuments within the right-of-way, which shall include existing property corners on the right-of-way lines. The Contractor shall maintain a complete and accurate reference of all survey markers, monuments, property corners, on this project. The Contractor shall inform the Owner's Representative when monuments are discovered that were not identified in the Plans. All monuments shall be protected throughout the length of the project or be replaced at the Contractor's expense, unless marked on the Plans as to be removed and reset. In the event the Contractor disturbs or destroys any survey marker during the course of construction, not indicated to be removed/replaced on the Plans, the Contractor shall bear all costs of survey, resetting, legal claims, and filing state forms.
6. For monuments shown to be removed or destroyed on the Plans, the Contractor's PLS shall file all required permit forms with the Department of Natural Resources (DNR), as required by RCW 58.09.130 and WAC 332-120. The form "Application for Permit to Remove or Destroy a Survey Monument" shall be signed by the PLS, and submitted directly to DNR and the Contracting Agency, within one week of Notice to Proceed. No work affecting monumentation shall commence until DNR has approved the permit. The form "Completion Report for Monument Removal or Destruction" shall be signed by the PLS and submitted to DNR and the Contracting Agency upon completion of work affecting monuments.
7. For all other types of construction included in the Contract (including but not limited to channelization and pavement marking, conduits, junction boxes, control/service cabinets, fences, signing, landscaping, irrigation facilities, and sawcuts), provide staking and layout as required to adequately locate, construct, and check the specific construction activity.
Determine and record the horizontal coordinates and top and bottom elevations of utilities encountered during excavations or potholing. Locate all surface utilities in the roadway prism prior to fill or any paving.

The Contractor shall establish all surveyed points by placing hubs and tacks with marked stakes in unpaved areas or P.K. nails with painted markings in paved areas. All surveying stakes shall be marked in accordance with WSDOT Standard Plan A-10.10-00.

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

	Vertical	Horizontal
Slope Stakes	±0.1 foot	±0.10 foot

	Vertical	Horizontal
Subgrade Grade Stakes Set 0.04 foot Below Grade	±0.1 foot	±0.5 foot (parallel to alignment) ±0.1 foot (normal to alignment)
Surfacing Grade Stakes	±0.1 foot	±0.1 foot (parallel to alignment) ±0.1 foot (normal to alignment)

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

If errors are found, or the Owner's Representative determines that the survey Work is insufficient for the project, the Contractor shall correct the errors and/or resolve insufficiencies, which may include removal and replacement of incorrectly installed improvements. All costs incurred to correct or complete the Work shall be at the Contractor's expense, in accordance with Section 1-05.7.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Owner's Representative, or fails to perform any part of the work required by the Contract Documents, the Owner's Representative 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 Owner's Representative determines to be an emergency situation, the Owner's Representative 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 Owner's Representative, 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 Owner's Representative 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

(October 1, 2005 APWA GSP)

Replacement

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Owner's Representative and request the Owner's Representative 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 Owner's Representative will schedule an inspection of the work with the Contractor to determine the status of completion. The Owner's Representative may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Owner's Representative concurs with the Contractor that the work is substantially complete and ready for its intended use, the Owner's Representative, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Owner's Representative does not consider the work substantially complete and ready for its intended use, the Owner's Representative 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 Owner's Representative 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 Owner's Representative establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

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

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

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Owner's Representative may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Owner's Representative's right hereunder.

Upon correction of all deficiencies, the Owner's Representative will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore, when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Owner's Representative to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the

Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition.

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

Modification

Delete the sixth and seventh paragraphs of this section.

1-05.14 Cooperation With Other Contractors

Supplement

The Contractor shall coordinate the work with other contractors and utility companies which may have facilities in the project area.

Notification shall be written, with a copy delivered to the Owner's Representative, within a minimum of two working days prior to the commencement of work, and must be in such detail as to give the time of the commencement and completion of work, names of streets or locations of alleys to be closed, schedule of operations, routes of detours where possible.

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

New

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

1-05.17 Oral Agreements
(October 1, 2005 APWA GSP)

New

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

1-06 CONTROL OF MATERIALS

1-06.1 Approval of Materials Prior to Use
General Requirements

Supplement

All imported soil and aggregate material must be approved by Owner's Representative.

The Contractor shall assemble and submit, to the Owner's Representative, project data and samples as specified herein. The project data and samples shall be submitted to the Owner's Representative for review and checking to determine conformance with the intent of the plans and specifications. The review and checking by the Owner's Representative will be specifically limited to the project data and samples specified in this section.

Project data and samples shall be approved by the Owner's Representative and Contracting Agency prior to placement of purchase orders for equipment and materials. Equipment and materials which are constructed, installed or incorporated prior to submittal for review and approval by the Owner's Representative, may not be accepted by the Contracting Agency and shall be removed by the Contractor when so ordered by the Owner's Representative.

The review by the Owner's Representative or product data or other submittals is only for conformance with the general design concept of the project and does not extend to consideration of structural integrity, safety, detailed compliance with contract requirements of any other obligation of the Contractor. Any review action taken is further subject to the requirements of the plans and specifications.

The Contractor is responsible for preparation and review of all shop drawings confirming and correlating all dimensions; fabricating and construction techniques; coordinating his work with that of all other trades; and the satisfactory performance of his entire work in strict accordance with the contract documents. The review of project data by the Owner's Representative shall not relieve the Contractor from his obligation fully to perform all contract requirements, nor shall such review give rise to any right of action or suit in favor of the Contractor or third persons, against the Owner's Representative or the Contracting Agency.

Specific Requirements

All forms, material submittals and project data shall be submitted electronically to the Owner's Representative in pdf format. Alternate electronic formats may be approved by the Owner's Representative, but pdf is the preferred format. The project data shall be submitted utilizing the transmittal forms which will be provided by the Owner's Representative. Required material samples submitted to the Owner's Representative shall include a hardcopy of the approved submittal form. The project data must be submitted in accordance with the instructions on the form or the submittal will be returned without review. The Owner's Representative will, upon completion of the review, return one copy of the transmittal form and the project data and samples to the Contractor. The copy returned to the Contractor will be marked by the Owner's Representative to indicate that the submittal is approved or rejected. If rejected, the Owner's Representative will indicate the specific reason for rejection.

Project data shall be submitted by the Contractor for the following specific items:

- Sieve analysis report for all aggregates and earthwork materials indicating specification reference, specified gradation, and measured gradation
- Catalog data and any and all other information and data from the manufacturers of all geotextile fabric and erosion control blanket documenting conformance with all appropriate standards and these specifications.
- Approval of material source.
- Copies of all permits.
- Name of construction debris disposal site and copies of site permits.
- Name of plant material disposal site.

Limitation of Submittals and Reviews

The Contractor shall submit project data and samples for equipment and materials which meet or exceed the requirements of the specifications. Accordingly, it is considered reasonable that the Contractor provide project data and samples which are complete and acceptable, in the judgment of the Owner's Representative, by the second submission of specific project data and samples. The Contracting Agency reserves the right to and will withhold such amount from payments due to the Contractor to cover the cost of review by the Owner's Representative of third and subsequent submissions of specific project data and samples.

The Contractor's progress schedule per Section 1-08.3 shall include time for the submittal of project data and samples and for the resubmittal of project data and samples rejected by the Owner's Representative.

1-06.1(4) Fabrication Inspection Expense (August 3, 2015 APWA GSP)

Deletion

Delete this section in its entirety.

1-06.4 Handling and Storing Materials

Supplement

The Contractor shall not store any materials, equipment, excavated material, or demolition debris within rights-of-way and/or easements.

Private properties shall be used by the Contractor only if he makes his own arrangements with the legal owner or owners of each property. Use and restoration of such property shall be in accordance with the stipulations of the

agreement between the Contractor and the legal owner or owners of the property. Before using any private property, the Contractor shall file with the Owner's Representative a written permission of the property owner, and upon vacating the premises, the Contractor shall furnish the Owner's Representative with a release from all damages, properly executed by the property owner. The Contractor shall save the Contracting Agency harmless from all suits and actions of every kind and description that might result from use of private property.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(August 3, 2015 APWA GSP)

Supplement

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

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

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

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

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(August 3, 2015 APWA GSP)

Replacement

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

Modification

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

1-07.4 Sanitation

1-07.4(2) Health Hazards

Supplement

The Contractor shall be solely responsible for safety at the project. Upon discovery of hazardous materials, Contractor shall immediately stop work in all affected or potentially affected areas, advise the Owner's Representative and Contracting Agency of the discovery of hazardous materials, and await further direction.

1-07.5 Environmental Regulations

1-07.5(1) General

Supplement

This Standard Specification section describes requirements originating from the Washington Department of Fish and Wildlife (WDFW), U.S. Fish & Wildlife Service (USFWS) and U.S. Army Corps of Engineers (ACOE) whose collective responsibility in this case is to make sure aquatic resources and fish communities are adequately protected during construction projects.

Eelgrass beds exist waterward of the immediate work area. Contractor must provide a Barge and Bulkhead Removal Plan to the Owner that includes measures that minimize anchoring or spudding down and maximizes work from any chosen anchored position outside of the eelgrass beds. The project will require use of shallow draft vessels operating under minimal propulsion power to avoid prop scour damage.

Additional requirements for protection of fish life, water quality, etc., may be shown on Plans and Contractor will be responsible for adhering to all applicable environmental laws.

All equipment that has prior contact with surface waters shall be cleaned before entering the site, to remove invasive species, per Bureau of Reclamation 2012 Manual.

1-07.5(2) State Department of Fish and Wildlife

Supplement

1. Prepare a Spill Prevention, Control and Countermeasures (SPCC) Plan as outlined in 1-07.15(1). Oil absorbent pads and personnel trained in spill prevention and control will be on site during all heavy equipment operations.
2. Inspect heavy equipment at least on a daily basis for any leaks of petroleum products. Repair as needed.
3. Heavy equipment needs to be pressure washed to be visibly free of all soil, external oil, vegetation, and other deleterious substances before transport to the project site.
4. Heavy equipment shall use only bio-degradable oil in hydraulic fluid lines.

1-07.6 Permits and Licenses

Supplement

The Contractor shall assure that all necessary permits are obtained and is responsible for reviewing all permits to become familiar with their requirements. All specific permits, licenses, inspections, etc. which may be required, if not already obtained or applied for by the Contracting Agency, shall be obtained and paid for by the Contractor, including but not limited to a County business license.

The following permits have been obtained and are included in Appendix A

- Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW) (2017-4-64+02)
- State Environmental Policy Act (SEPA) Determination of Non-significance issued by Island County Planning & Community Development
- Nationwide Permit 27 from the U. S. Army Corps of Engineers (NWS-2016-603)
- Island County Shoreline Exemption (SHE 183-16) with Amendment
- ****Island County Building Permit (XX-XXX) – Permit application in progress. Will be provided prior to bid due date.**
- Washington State Department of Natural Resources Conservation License (23-094430)

Due to the nature of the Project and its proximity to sensitive ecosystems, these permitting requirements must be strictly followed. The Contractor is responsible for reading and adhering to the requirements described in the permit responses in their entirety. The Contractor is responsible for providing submittals for all items required in these permits.

The Contractor is cautioned to review all permits and other Contract Documents, and schedule the work activities appropriately to complete the work within the number of days stated in the Special Provisions. No additional compensation or extensions to time will be granted to the Contractor due to the time constraints imposed by such documents. The Contractor shall assume all responsibility for meeting all requirements of all permits unless otherwise documented in writing by an agency.

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

1-07.8 High Visibility Apparel

Modification

First paragraph is revised to read:

The Contractor shall require all personnel at the work site under their control (including, without limitation, service providers, Subcontractors and lower tier subcontractors) that are working outside of vehicles and potentially in presence of traffic on private or public roads, to comply with the following:

1-07.9 Wages

Supplement

Add the following after the first paragraph of this section:

Federal Funds: This Contract is subject to the requirements of the Federal Davis-Bacon and Related Acts (DBRA) and requires that each contract over \$2,000 to which the United States is a party for the construction, alteration, or repair of public buildings or public works, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally approved prevailing wages and fringe benefits paid on projects of a similar character. The Contracting Agency may inspect or audit the Contractor's wage and payroll records as outlined in Section 1-07.9(6) Audits to ensure compliance with wage laws.

1-07.13(4) Repair of Damage

Supplement

Notwithstanding anything to the contrary herein, the Contractor shall be solely responsible for the cost of repairing damage attributable to the Contractor's (including its employees, agents, subcontractors or assigns) Work.

1-07.14 Responsibility for Damage

Modification

The third paragraph is revised as follows:

Subject to the limitations in this section, the Contractor shall indemnify, defend and save harmless the Contracting Agency, Property Owner, State, Governor, Commission, Secretary, Engineer and all officers and employees of each of them (the "Indemnified Parties") from any and all claims, suits, actions or damages (including without limitation attorney's fees and costs) arising out of, relating to or caused in whole or in part by any violation of law, breach of contract, or by the active or passive negligence of the Contractor, its agents, employees, subcontractors or subconsultants. In addition to any remedy authorized by law, the Contracting Agency may retain so much of the money due the Contractor as deemed necessary by the Engineer to ensure indemnification until disposal has been made of such actions, suits or claims.

The fifth paragraph is revised as follows:

The Contractor will not be required to defend, indemnify and save harmless as set forth in the preceding paragraphs of this Section if the claim, suit, action or damage is determined to have been caused by the sole negligence of the Indemnified Parties. To the extent the claim, suit, action or damage is caused by the concurrent negligence of the Indemnified Parties, the Contractor expressly agrees to indemnify, defend and save harmless the Indemnified Parties to the extent of the Contractor's (including its agents, employees, subcontractors or subconsultants) negligence.

The ninth paragraph is revised to replace the "Contracting Agency" for "WSDOT" and notice shall be given to the Contracting Agency at the address set forth for the Contracting Agency in the Contract.

1-07.16 Protection and Restoration of Property

Supplement

Survey Monuments:

The Contractor shall protect all existing survey monuments including the benchmark system and property corner markers from movement. All existing markers and/or monuments that must be removed for construction purposes are to be referenced by survey ties and then replaced by a professional land surveyor registered in the State of Washington. All existing property corner markers disturbed or removed by the Contractor's operations which, in the opinion of the Owner's Representative, were not required to be removed for construction purposes shall be replaced at the Contractor's expense by a professional land surveyor registered in the State of Washington. The County benchmark system monuments that are disturbed must be reset to second order, first class specifications.

1-07.16(4) Archaeological and Historical Objects

Supplement

The last sentence of the first paragraph of this Section is revised as follows:

The Contractor shall immediately notify the Contracting Agency, Owner's Representative and the appropriate authorities of any such finds.

1-07.16(4)(A) Inadvertent Discovery of Human Skeletal Remains

The second sentence of the first paragraph of this Section is revised as follows:

The Contractor shall immediately notify the Contracting Agency, Owner's Representative and the appropriate authorities of any such finds, and shall cease all work adjacent or potentially adjacent to the discovery, in an area adequate to provide for the total security and protection of the integrity of the skeletal remains.

1-07.17 Utilities and Similar Facilities

Supplement

This Section is supplemented with the following:

Utilities are not shown on the Plans. It is the Contractor's responsibility to ascertain the locations and depths of any utilities or pipelines that may cross within the Project limits. The Contractor shall contact Utilities Underground Location Center 1 (800) 424-5555, or other appropriate locator service, for assistance in locating public utilities.

All existing utilities shall be maintained in continuous service during the Contractor's operations, unless the Contractor receives written approval from the utility owner for interruption of service, and gives a minimum of forty-eight (48) hours' notice to the Owner's Representative, the appropriate utility, the private property owner, and any affected tenants.

All work by the Contractor adjacent to or in the vicinity of existing utilities shall be performed in accordance with the requirements of the utility owners. The Contractor shall pay all permit, inspection, and other fees levied by the utility owners.

The Contractor will be required to coordinate with utilities, property owners and the Contracting Agency, and should expect restrictions on timing or rescheduling of some service disruptions. The Contractor shall anticipate that the requirements of the owners of existing utility systems may hinder, delay, and complicate execution of the work. The Contractor shall not be entitled to any claim for damages because of hindrances, delays, and complications caused by or resulting from requirements imposed by the owners of the utility systems. All costs associated with coordinating this work shall be considered incidental to the Contract.

1-07.18 Public Liability and Property Damage Insurance

(January 24, 2011 APWA GSP)

Replacement

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

1-07.18 Insurance

(January 24, 2011 APWA GSP)

Modification

1-07.18 Public Liability and Property Damage Insurance

The second paragraph of subparagraph (1) is revised as follows:

The Contractor shall not terminate this insurance until the date of acceptance described in Section 1-05.12.

The fourth-to-last paragraph is revised as follows:

Prior to Contract execution, the Contractor shall file with the Contracting Agency ACORD Form Certificates of Insurance evidencing the minimum insurance coverages required under these Specifications. The Contractor shall include

Northwest Straits Marine Conservation Foundation, the Engineer, and Washington State Parks and Recreation Commission as additional insureds in its commercial general liability and commercial automobile liability insurance policies.

1-07.23(1) Construction Under Traffic
(August 3, 2015 APWA GSP)

Supplement

There shall be at all times access to and egress from the properties adjacent to the project. Such access shall be maintained as near as possible to that which existed prior to the commencement of construction. The Contractor shall notify all property owners and tenants of street and alley closures, or other restrictions which may interfere with their access. Notification shall be at least twenty-four (24) hours in advance for residential property, and at least forty-eight (48) hours in advance for commercial property. When the abutting owners' access across right-of-way line is to be eliminated and replaced under the contract by other access, the existing access shall not be closed until the replacement access facility is available.

1-08 PROSECUTION AND PROGRESS

1-08.1 Subcontracting

Modification

The last sentence of the second paragraph is revised as follows:

The Contractor shall require each Subcontractor to comply with Section 1-07.9, to furnish all certificates and statements required by the Contract, and shall bind each Subcontractor to the duties and obligations of the Contractor to the same extent the Contractor has agreed to be bound to the Contracting Agency under this Contract.

1-08.4 Prosecution of Work

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

1-08.4 Notice to Proceed and Prosecution of Work
(June 27, 2011 APWA GSP)

Replacement

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Owner. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the Contract.

1-08.8 Extensions of Time

This Section is revised as follows:

The term "Engineer" as used in this section shall mean "Engineer, Contracting Agency, or Owner".

The entire first paragraph is revised to read:

The Contractor shall submit any requests for extensions of time to the Owner's Representative and Contracting Agency in writing no later than the time set forth in Standard Specification, Section 1-04.7, as modified by these Special Conditions. The requests for time extension shall be limited to the effect on the critical path of the Contractor's approved schedule attributable to the change or event giving rise to the request. Extensions of time are constrained by the WDFW HPA permit work window.

The subparagraph 5(e) is revised to read:

e. In Section 1-07.13 if the performance of the Work is delayed as a result of damage by others who were not retained by the Contractor and were beyond the Contractor's reasonable control.

1-08.9 Liquidated Damages

Replace the first three paragraphs in their entirety with the following:

NWSF and the Contractor recognize that time is of the essence and that the project will incur additional costs if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. NWSF and the Contractor also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the additional project cost if the Work is not completed within the time allowed in the Contract. Accordingly, NWSF and the Contractor agree that as liquidated damages for delay, and not as penalty, the Contractor shall pay NWSF \$1,000 for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

1-08.10 Termination of Contract

This Section is revised as follows:

The term "Engineer" as used in this section shall mean "Engineer, Contracting Agency, or Owner".

1-09 MEASUREMENT AND PAYMENT

1-09.7 Mobilization and Demobilization

Supplement

This section is supplemented with the following:

Mobilization shall include, but not be limited to, the following items: the movement of the Contractor's personnel, equipment, supplies, barges, and incidentals to the project site; the establishment of his office, buildings, and other facilities necessary for work on the project; providing sanitary facilities for the Contractor's personnel; obtaining permits or licenses required to complete the project not furnished by the Owner; and other work and operations which must be performed or costs that must be incurred.

The contract price shall constitute full compensation for all labor, materials, equipment, supplies and incidentals required for demobilizing labor, equipment, materials, supplies and incidentals from the project sites.

Payment will be made for the following bid item:

Mobilization	Lump Sum
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The lump sum bid price for "Mobilization" shall include all work for the bid schedule.

1-09.9 Payments

(March 13, 2012 APWA GSP)

Modification

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

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

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

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

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

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

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

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

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

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

1-09.9 Payments
(March 13, 2012 APWA GSP)

Supplement

Except for special situations deemed to be necessary by the Contracting Agency, progress payments will be mailed to the address supplied in writing by the Contractor.

The making of final payment shall not constitute a waiver of any claims by Contracting Agency, including, but not limited to those arising from unsettled liens, faulty or defective Work appearing after Substantial Completion, failure of the Work to comply with the requirements of the Contract Documents and the terms of any guarantees and warranties required by the Contract Documents.

1-09.9(1) Retainage

This Section is supplemented with the following:

6. Submission by Contractor to Contracting Agency of satisfactory evidence all workers and persons employed, all firms supplying materials, labor or services and all Subcontractors upon the Project and all other indebtedness connected with the Work for which Contracting Agency or the Project might in any manner be liable have been paid in full or will be paid in full from the final payment and that there are no bills outstanding against the Project.
7. In the event that any mechanic's liens have been recorded against the Project, Contractor, at Contractor's expense, shall procure and record a mechanic's lien release bond discharging the liens. Subsequent to the recordation of such release bond, and the discharge of Contracting Agency from any lawsuit to foreclose the mechanic's lien in question, Contracting Agency shall release to Contractor any funds which have been withheld because of any such lien.

1-09.11(3) Time Limitation and Jurisdiction

This Section is revised as follows:

The "State of Washington" shall mean the "Contracting Agency" and jurisdiction shall be in "Superior Court of Whatcom County."

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

(October 1, 2005 APWA GSP)

Replacement

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

1-09.13(3)A Administration of Arbitration

(October 1, 2005 APWA GSP)

Modification

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters are located. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

1-11 SAFETY PRECAUTIONS

This Section is added:

1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the work.
2. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the work and other persons who may be affected by the work; prevent damage to materials, supplies and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with chapter 296-800 WAC and all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the work may affect them.
3. Contractor shall maintain an accurate record of exposure data on all incidents relating to the work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies or equipment. Contractor shall immediately report any such incident to Contracting Agency and appropriate jurisdictions. The Contracting Agency shall, at all times, have a right of access to all records of exposure.
4. All work shall be performed with due regard for the safety of the public. Contractor shall perform the work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
5. In an emergency affecting the safety of life or the work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if authorized or instructed.
6. Nothing provided in this section shall be construed as imposing any duty upon the Contracting Agency with regard to, or as constituting any express or implied assumption of control or responsibility over, project site safety, or over any other safety conditions relation to employees or agents of the Contractor or any of its Subcontractors, or the public.

1-13 TEMPORARY UTILITIES*NEW*

Contractor shall supply and maintain all necessary and temporary electrical services and required water as needed for construction of this project. Any water required on site will be hauled by the Contractor from a safe and legal source.

1-14 STAKING*NEW*

The Owner's Representative will furnish all primary control and establish control coordinates for locating the principal components of the Work with a suitable number of benchmarks and control points adjacent to the Work.

1. The Contractor will develop and make all detailed surveys needed for construction of the work involved. The Contractor shall be held responsible for the preservation of all primary and other control coordinate stakes.
2. The Contractor shall be responsible for setting, maintaining and resetting all alignment stakes, slope stakes and grades necessary for the construction of this project.
3. The Contractor shall provide the Owner's Representative copies of any calculations and staking data when requested by the Owner's Representative.
4. The Contractor shall ensure a surveying accuracy within 0.1 feet vertical and horizontal of the specified elevations.

1-14.1 PAYMENT

Survey/Staking	Lump Sum
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END OF DIVISION 1

DIVISION 2

EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

Supplement

Clearing and grubbing shall be to the limits established by the Plans, staked by the Contractor, and approved by the Owner's Representative. This Work includes protecting from harm all native plant material to the greatest extent feasible. The Owner's Representative shall supervise all clearing and grubbing including: approval of the limit of work boundary, vegetation to be removed and the final cleared area. Do not remove trees, shrubs, and other vegetation designated by the Owner's Representative to remain.

Existing landscaping and vegetation, including grass and lawn areas, that are outside the limits of work shall be protected from damage by the Contractor's operations. All damaged landscaping due to the Contractor's operations outside the limits shall be replaced in coordination with the applicable property owners at the Contractor's expense except as otherwise agreed to under 1-07.16(5) Payment for Property Restoration.

Under the field direction of the Owner's Representative, the Contractor shall prune minor roots and branches of trees indicated to remain in a manner that will not compromise the survivability of the trees, where such roots and branches obstruct installation of new construction. Any roots to be cut or accidentally broken shall be cut smoothly and any cut roots over two (2) inches in diameter shall be covered with wet fabric until backfill can be placed. Trees shall only be cut down in the lower bluff with the approval of the Owner's Representative. Cut trees will remain on site.

Only clearing and grubbing by hand shall be used within dripline of trees. No equipment on tracks or wheels shall be used within tree driplines. Small motorized tools such as hand-held trimmers used by trained personnel may be allowed as approved by the Owner's Representative.

2-01.2 Disposal of Usable Materials and Debris

Replacement

No waste site has been provided for the disposal of clearing and grubbing debris. Clearing and grubbing debris shall be barged off-site for disposal unless reusable for this project. Disposal of clearing and grubbing and unsuitable excavation debris in a Contractor-provided waste site shall meet the requirements of Section 2-03.3(7)C.

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

Supplement

A waste site has not been provided by the Northwest Straits Foundation for the disposal of debris.

All wood from the barge shall be assumed to contain creosote and shall be disposed of at an appropriate approved off-site upland facility. Any fill material from the barge if deemed contaminated shall be treated the same as the wood material for proper disposal.

2-01.3 Construction Requirements

2-01.3(3) Earthwork - Excavation, Sidecast, Placement, Haul, Disposal

New Section

Approximately 1,300 - 1,600 CY of fill sediment in the landward half of the bulkhead area and the lower bluff surrounding the lower beach access area will be excavated through regrading of the existing lower slope and fill area along the bluff toe as indicated on the Plans. Native sandy materials will be kept on site, sidecast for beach regrading and filling footing voids from bulkhead removal. An additional 100 CY will be excavated for drift sill and rockery installation. Excess native sandy material from excavation may be placed on the updrift (north) side of the beach. Unsuitable fill will be hauled offsite and disposed of as per Section 2-01.2(2). Any materials sidecast for future use must be stored above the OHWM.

Before regrading, five median sized alder trees and approximately 6,300 SF or 0.15 acre (AC) of vegetated bluff surface will be cleared. Tree trunks shall be left on the upper beach after project completion. The regrading will recover the approximate original lower bluff slope and uncover an additional 4,050 SF of beach. As a result, the slope of the existing lower beach access trail (from elevation 40 FT) will be steepened to approximately the same grade as the upper part of the trail (close to 4:1 slope) as per the Plans.

2-01.4 Measurement

Supplement

"Clearing and Grubbing" including haul out shall be combined and shall be lump sum with no specific unit of measurement.

"Earthwork" for this part of the work (excluding barge and fill removal) shall be measured per Cubic Yard based on excavation volume estimates or calculations.

2-01.5 Payment

Supplement

Payment will be made in accordance with Section 1-04.1, for the following Bid Item(s):

Clearing and Grubbing	Lump Sum
Earthwork - Excavation and Regrading, Lower Bluff and Beach	CY
Earthwork – Excavation for Rockery Installation and Beach Nourishment	CY

The lump sum contract price for "Clearing and Grubbing" (2-01.2) shall be full pay for all work to complete clearing and grubbing of all vegetated and natural material required for construction of the project. "Earthwork" shall be paid per excavation volume. Work shall include all labor, tools, materials, permits as required, equipment, hauling of excess clearing and grubbing material and disposal off-site, and any incidentals.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

Supplement

The Contractor shall remove and dispose of items as shown and noted in the Contract Plans, Specifications or these Special Provisions. The Contractor shall dispose of all items in accordance with current Federal, State, and local regulations and provisions and following Best Management Practices. This work shall consist of removal, wholly or in part, and satisfactory disposal of any obstructions, as shown on the Contract Plans or as directed by the Engineer or Owner.

2-02.3 Construction Requirements

Replacement

Contractor shall notify Contracting Agency at least seven (7) days before bulkhead removal or other land disturbing activities including but not limited to grubbing and clearing and removal of structures and obstructions. Monitoring, review, and recovery of archaeological or cultural resources during all activities will be conducted by the Owner's Representative. If during the course of construction, the Contractor discovers any archaeological or historic properties within the project area and the Owner's archaeological monitor is not present, all land-disturbing activities in the vicinity shall be halted and the Contractor shall notify the Owner immediately. The Contractor will be entitled to time extensions equal to the time the Work is suspended, but will not be entitled to additional compensation.

The Contractor shall protect existing property corner and property line stakes, adjacent private property, and native beach substrate. Any damage due to the Contractor's operations to the portions of the existing facilities which are to remain in place shall be repaired by the Contractor at no cost to the Owner. All repairs shall be approved by the Project

Manager at the time repairs are complete. All debris or deleterious material resulting from construction shall be removed from the shore area and prevented from entering the water.

Removal of structures and obstruction shall not be performed within areas inundated by tidal waters. Contractor shall work around the tides to work within areas shown on the Contract Plans. Tidal predictions for Washington can be found at:

http://tidesandcurrents.noaa.gov/tide_predictions.html?gid=259

Trenches excavated for bulkhead removal may remain open for placement of beach nourishment materials and other associated fill, however, fish shall be prevented from entering such trenches.

2-02.4 Shore Armor Removal

New

All removed material not designated for reuse will be disposed of in an approved upland disposal area

All large wood shall be stockpiled during bulkhead/shore armor removal and replaced within the project area.

All excavation extending into the intertidal area must be performed during lower tide dry conditions. At the end of each shift, prior to the tide coming in, any excavation must remain free-draining without low areas that could potentially strand fish when the tide retreats. Should any low pools remain at low tide, the Contractor shall coordinate fish removal with the Owner's Representative at the Contractor's expense.

2-02.4(1) Scattered Rock Removal Including Salvage, Haul, Disposal

All rock, quarry spall, concrete, and other debris within and adjacent to the current bulkhead/barge structure shall be removed as shown on the Plans. Approximately 40 tons of quarry spall and angular rock will be reused to construct the storm drain outfall abutment as per section 8-15.3(5) discussed later in this document and as shown on the Plans.

Surficial debris exists in some areas on site, and includes concrete debris, non-native rock from the bulkhead, and other assorted items. Contractor shall remove and dispose of the debris off site. Natural stone, rock, or other natural material shall be kept on site.

All removed material not designated for reuse will be hauled out and disposed of at approved disposal site.

2-02.4(2) Bulkhead Demolition

The entirety of the vertical concrete wall and footing will be removed from the project site through direct excavation. The total amount of concrete to be removed is on the order of 70-75 cubic yards (CY) or 140- 152 tons. Demolition includes haul and disposal/recycling.

2-02.4(3) Barge and Fill Material Removal

The barge and any debris fill within the outer portion of the fill area will be removed and disposed of properly off-site. The barge measures 136 FT by 40 FT and assumed to be 10 FT deep from the top to bottom of the barge. The total quantity including barge and the fill material inside the barge is estimated to be approximately 400 tons. Demolition includes haul and disposal/recycling.

2-02.4 Measurement

Replacement

"Scattered Rock removal including salvage shall be per Ton.

"Bulkhead Demolition" including haul and disposal shall be per Ton.

"Barge and Fill Material Removal" including haul and disposal shall be per Ton.

2-02.5 Payment

Payment will be made in accordance with Section 1-04.1, for the following Bid Item(s):

Scattered Rock Removal	Per Ton
Barge and Fill Material Removal	Per Ton

END OF DIVISION 2

DIVISION 8

MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

Supplement

This Work consists of furnishing, installing, maintaining, removing and disposing of temporary erosion control devices in accordance with these Specifications and as shown in the Plans or as designated by the Project Manager to prevent the transport of sediment and other debris from leaving the site.

At the discretion of the Project Manager work may be suspended during periods of inclement weather to reduce actual or potential erosion and/or sedimentation. When work is stopped or completed in an area, the Project Manager may require additional erosion control, including mulching or other measures.

The Contractor, in coordination with the Project Manager, shall implement specific best management practices when needed to prevent erosion on the project site and prevent silt-laden runoff from exiting the project area.

Costs for temporary water pollution control work in excess of measures shown in the Contract Documents or in the TESC Plan shall be incidental to the project. Any costs associated with any hazards, spills, and cleanup response shall be paid solely by the Contractor.

Site Access

For this site the only trail down the bluff to the site is too unstable to haul equipment and material. All work and materials transport must be accessed and provided by barge.

Grading and disturbance beyond what is shown on the plans shall be avoided unless as approved by the Project Manager or Engineer in the field. Where access is shown, contractor shall determine if stabilizing materials are necessary.

8-01.2 Materials

Supplement

The quantities and locations of the materials necessary for properly implementing erosion and sediment control Best Management Practices (BMP's) will depend on the Contractor's work plan. BMP's implemented during construction shall conform to the material requirements in Island County Best Management Practices Field Manual for Small Construction Sites (February 2003). Specific materials where dictated per the Plans are included in Division 9.

8-01.3 Construction Requirements

Supplement

Submittals

The Contractor shall prepare a Temporary Erosion and Sediment Control (TESC) Plan and submit as part of the Demolition Plan in Section 2-02. The TESC Plan shall outline temporary BMP's selected for preventing erosion and trapping sediment. The Plan shall include a description of construction access, sediment/erosion control devices and maintenance Contract Plans during construction, and Contract Plans to control pollutants, protect slope or new excavation cuts, and minimize excess runoff, erosion and turbidity during construction activities.

Erosion/Water Pollution Control

Temporary erosion and water pollution control measures shall be utilized throughout the duration of the work in accordance with best management practices described in Washington State Department of Ecology Stormwater Management Manual for Western Washington, Volume II Construction Stormwater Pollution Prevention (August 2012), Island County Best Management Practices Field Manual for Small Construction Sites (February 2003), and Island County Stormwater Design Manual. At a minimum, the BMP's outlined on the Contract Plans will need to be

implemented and then supplemented with additional measures as needed for compliance with Ecology and County standards.

The Contractor shall be responsible for ensuring that precautions are taken to prevent any creosote wood debris, cement, concrete or by-products from being discharged into any storm drain or surface water system. No petroleum products or other deleterious materials shall enter surface waters.

The Contractor is responsible for taking the appropriate preventative erosion control measures and water quality protection systems to ensure compliance with the project regulatory permits and approvals.

Equipment used shall be free of external petroleum-based products while working around the water.

Accumulation of soils or debris shall be removed from the drive mechanisms (wheels, tires, tracks, etc) and the undercarriage of equipment prior to its working below the OHW. Equipment shall be checked daily for leaks and any necessary repairs shall be completed prior to commencing work activities near the water.

No sediment shall be tracked onto paved streets or roadways. Contractor shall provide a construction entrance in conformance with the Island County Best Management Practices Field Manual for Small Construction Sites (February 2003). Sediment shall be removed from trucks and equipment before leaving the construction site. In the event of sediment being tracked onto pavement, the Contractor shall implement measures immediately to correct the situation and will employ emergency measures to remove sediment from paved streets as needed throughout the project. Unless otherwise directed by Contracting Agency, Contractor shall perform street cleaning of Evening Glory Road at the completion of the project.

8-01.3(3) Erosion Control Blanket (ECB)

Supplement

The regraded slope and lower bluff will be stabilized and protected from further landward erosion with erosion control blanket as per the Plans. Native vegetation with native marine tolerant species will be installed as a separate contract. High strength jute matting erosion control blanket (ECB), "GeoCoir 700" or equal, shall be installed on bank face from the toe of the regraded bank slope below beach nourishment gravel to wither the crest of the bank at the trail or the top of the reslope area. The ECB shall be installed within 2 days of regrading in dry weather.

The ECB will overlap a minimum of 12 inches at seams, which shall run up and down the bank face (not across the bank). The ECB shall be buried in a 10-inch deep by 6-inch wide trench 5-feet landward of bank crest where the access path abuts the top of the reslope area or at the top of the reslope area elsewhere, and staked with 18-inch long, 1"x4" diagonal ripped stakes at 2 foot on center.

The field of the ECB on the lower bluff slope will be staked 5 FT on center and every 2 FT on all edges. Stakes used shall be 1x4" diagonal ripped cedar or Douglas fir stakes, 18 inches in length, staked into the slope. The attached project plans, detail 2 on Sheet 6, details the ECB installation.

8-01.4 Measurement

Measurement

"Temporary Erosion and Sediment Control (TESC) Plan" shall be Lump Sum

"ECB" placement shall be Lump Sum.

8-01.5 Payment

Replacement

Temporary Erosion and Sediment Control (TESC)	Lump Sum
ECB placement	Lump Sum

The lump sum contract price for “Temporary Erosion and Sediment Control (TESC) Plan” shall include full pay for all materials, labor, and supplies necessary for the preparation AND implementation of the SWPPP and TESC Plan, including, but not limited to, bark mulch, hog fuel or other erosion surfacing for access roads, temporary earthened berms or temporary grading to control surface water, silt fence, straw wattles, the placement of temporary or permanent seeding, fertilizing, and mulching for erosion control, and BMPs required for isolation of the site from tidal inundation or a sequencing plan that identifies work below MHHW with respect to anticipated tides.

The lump sum contract price for “ECB” placement shall include labor and necessary equipment and tools.

8-15 RIPRAP

8-15.3(1) Excavation for Drift Sills and Other Rockery Installation *Supplement*

Excavation for drift sills and other rockery shall be per Plans (Sheets 3, 5 and 6).

8-15.3(2) Materials

Materials shall meet the requirements of the following sections or specifications:

Drift Sill Rock	9-13.1(1)
Rock/Concrete Blocks for Access Stairs	4'x3'x8"
Geotextile	Layfield non-woven LP10 or equiv. (min. grab tensile 250 lbs)

8-15.3(4) Construct New Drift Sills *New*

Two drift sills, at approximately 24 FT long extending to approximately the 12 FT MLLW beach contour (refer to Sheets 3 and 5) will be constructed as per the Plans. Very tight rock placement is required to construct the sills, with all armor stones touching in 3-point contact.

8-15.3(5) Construct Access Stairway within New Drift Sills *New*

An approximately 5 FT wide, 7 step stairway is designed to have a slope of 2:1 and a total elevation gain of 4.5 FT, with a top stair elevation of 16 FT (Sheet 5) as per the Plans. Eight pieces of precast concrete block, size of 4 FT X 3 FT X 8" will be used and the stairs will be laid on a small compacted quarry spall foundation. Concrete block for stairs may be replaced by flat rock pieces if similar proper sized rock pieces are readily available. Both sides of the stairway will be retained by rockery structures. The rockery slope protection east side of the stairway shall be constructed with sufficient properly stacked rock to ensure its stability. Approximately the last two stairs will be below the beach grade to allow for beach elevation change.

8-15.3(6) Construct Storm Drain Outfall Abutment *New*

There are two, large rigid T-shape PVC stormwater outfalls and two corrugated drainage pipes (8" diameter) on the east side of the bulkhead. A stable rockery abutment structure shall be constructed per details shown in Sheet 6 against the bluff to support all four pipe outlets. These outfall pipes are flexible enough to raise them slightly. Two small corrugated drainage pipes (8" diameter) shall be buried and redirected to the abutment structure. A quarry spall bed (using salvaged rock from beach cleanup) and a few large size boulders will be installed in front of the outlets as localized erosion control measure, in an area where rock is already present (Sheet 5) as per the Plans.

8-15.4 Measurement

“Excavation for Riprap (Drift Sills...)” shall be per Cubic Yard.

“Construct New Drift Sills” excluding rock material shall be per Linear Foot

“Construct Access Stairway within New Drift Sills” excluding rock material shall be Lump Sum

“Construct Storm Drain Outfall Abutment” excluding rock material shall be Lump Sum

8-02.5 Payment

Excavation for Riprap (Drift Sills and Other Rockery Installation)	CY
Construct New Drift Sills	LF
Construct Access Stairway within New Drift Sills	LS
Construct Storm Drain Outfall Abutment	LS

8-26 BEACH NOURISHMENT GRAVEL**NEW****8-26.1 Description**

Beach nourishment with gravel/cobble mixed is introduced around the drift sills for the upmost beach next to the bluff toe as per the Plans. An approximately 90 CY of additional sand excavation is required per Plans for the installation of the nourishment material to achieve desired final beach grade. A total volume of 100 CY beach gravel mix will be imported and placed, which will cover a stripe of the beach surface varying approximately from 5 FT to 12 FT in width and varies in depth per Plans.

8-26.2 Materials

Materials shall meet the requirements of the following sections of the Standard Specifications:

Beach Nourishment Material	Sec 9-03.12(5)
	Sec 9-03.11(2)

8-26.5 Payment

Beach Excavation	CY
Beach Nourishment Placement	Ton

END OF DIVISION 8

DIVISION 9
MATERIALS

GENERAL REQUIREMENTS**SUPPLEMENT**

The work project features include each of the following materials:

- Rock for new drift sills outfall protection.
- Rock/concrete blocks for access stairs.
- Quarry spall salvaged from scattered rock debris for outfall abutment.
- Beach nourishment gravel.
- Geotextile fabric for placement as a filter layer beneath drift sills, outfall abutment, and rock slope protection.
- Erosion Control Blanket for placement on regraded bluff slope.
- Wooden stakes for stabilizing ECB

Materials shall meet the requirements of this section and as outlined in the Standard Specification. Material specification sheets, test sheets, gradation sheets shall be reviewed and approved by the Engineer prior to large quantity shipment to the project site.

Payment shall be per unit and quantities noted in Table 1, barged to the site (excluding cost for barging).

Table 1. Summary of material quantities and specifications.

Material	Specification	Unit	Quantity
Rock for New Drift Sills and Outfall	WADOT 9-13.7 (1)	TN	20
	4 man Rock	TN	70
	3 man Rock	TN	10
	2 man Rock		
Rock/Concrete Blocks for Access Stairs	Precast Concrete Block, or Rock 4'x3'x8", 8 pieces	TN	5
Quarry Spall (dry)	WADOT 9-13.7 (4" - 8" size)	TN	40
Beach Nourishment Gravel (dry)	Sec 9-03.12(5) 1/3-1.5" gravel, 40-50%; Sec 9-03.11(2) 2"-4" streambed cobble, 50% - 60%	TN	135
Geotextile	Layfield non-woven LP10 or equivalent (Min. Grab tensile 250 lbs)	SY	200
Erosion Control Blanket	GeoCair 700 or equivalent (with 12" overlaps)	SY	750
Wooden Stakes	18-inch diagonal ripped 1x4" cedar or DF	EA	500

END of DIVISION 9

ATTACHMENTS

Attachment A – Design Sheets

Attachment B – Project Description Report

Attachment C – Permits

WDFW – Hydraulic Project Approval

USACE – Nationwide 27, Aquatic Habitat Restoration, Enhancement, and Establishment Activities

Island County – Shoreline Exemption Permit

Island County – Building Permit (In Progress – Will be provided prior to bid due date)

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