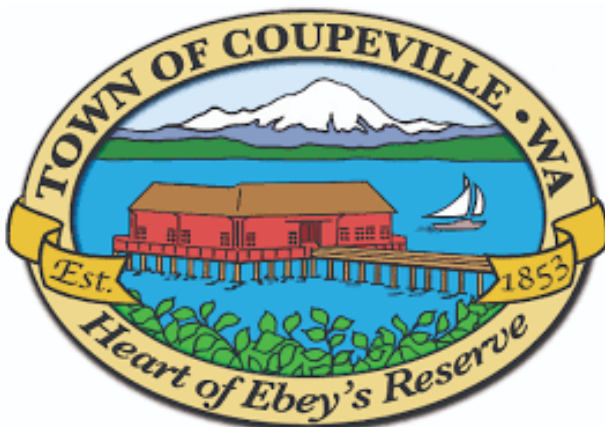


*Project Manual
For*

2021 Water & Sewer System Improvements

**BID PROCEDURES AND CONDITIONS
BID PROPOSAL
CONTRACT FORMS
SPECIAL PROVISIONS**

March 2021



**TOWN OF COUPEVILLE
PUBLIC WORKS**
4 NE 7TH Street
(PO Box 725)
Coupeville, WA 98239
Phone: (360) 678-4461



Vicinity Map
Town of Coupeville 2021 Water & Sewer System Improvements

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PART I

BID PROCEDURES AND CONDITIONS

INVITATION TO BID

TOWN OF COUPEVILLE PUBLIC WORKS

Sealed bid proposals will be received by the Town of Coupeville at PO Box 725, 4 NE 7th Street, Coupeville, Washington 98239 for the following:

2021 Water & Sewer System Improvements

UNTIL 3:00 p.m., Monday April 12, 2021

At which time the bids will be publicly opened and read aloud. All bidders and any other interested persons are invited to be present. The project consists of the replacement of existing water and sewer mains and associated appurtenances within existing Town right-of-way as follows:

Perkins St NE (between 6th St NE and 9th St NE) – 680 LF Sewer
Perkins St NE (between 6th St NE and 9th St NE) – 985 LF Water

Award will be made to the lowest and/or best bidder. The Town of Coupeville reserves the right to reject any or all bids, and to waive any irregularities.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive alternate bid items as indicated in the Bid Form. All work performed on this project will be subject to the prevailing state wage rates.

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 "Town of Coupeville". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration. The content available through bxwa.com is our property or the property of our licensors and is protected by copyright and other intellectual property laws. Access to project documents is intended for use by bidders (general contractors/prime bidders, subcontractors and suppliers), agency personnel and agency's consultants, as well as for personal, noncommercial, use by the public. You may display or print the content available for these uses only. "Harvesting" (downloading, copying, and transmitting) of any project information and/or project documents for purposes of reselling and/or redistributing information by any other party is not allowed by BXWA.

For questions and/or additional information please contact the project Engineers, Danny Ochoa, P.E. and/or Aaron Bowman, P.E. of Davido Consulting Group, Inc. by phone at (360) 331-4131

Town of Coupeville
2021 Water & Sewer System Improvements

or by email at danny@dcgenr.com or aaron@dcgenr.com.

All work for the proposed project must be completed by July 15, 2021.

NOTICE TO BIDDERS

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

Copies of the Project Manual are on file for inspection in the office of DCG, Inc at, 1796 E Main Street, Freeland, WA 98249. All bid and project-related questions must be via email and directed to Danny Ochoa, P.E. and/or Aaron Bowman, P.E. of Davido Consulting Group, Inc. at danny@dcgengr.com or aaron@dcgengr.com.

Electronic copies of maps, plans and specifications are available via email at no charge. Paper copies, which include half-sized plan sheets (11x17), are available upon payment of a non-refundable fee of \$50. An electronic version of the contract documents is available on a flash-drive for \$25.

All bid proposals shall be accompanied by a deposit in cash, certified check, cashier's check or surety bond in an amount equal to five (5) percent of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance (contract) bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the Town of Coupeville.

Award will be made to the lowest and/or best bidder. Town of Coupeville reserves the right to reject any or all bids, and to waive any irregularities. Town of Coupeville also reserves the right to postpone the bid award for a period of thirty (30) calendar days after bid opening, except that upon mutual consent of the lowest responsible bidder and Town of Coupeville, the 30-calendar day limit may be extended to allow legislative approval of the bid award.

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

PREPARATION OF PROPOSAL

Each bid proposal shall be submitted on the forms included in the "Bid Proposal Forms" section following. All blank spaces on the forms shall be completed in ink or be typewritten. Any omission of prices for items included on the Bid form, or any addition in writing to the form of the bid proposal or any condition, limitation or provision not officially invited in these contract documents may render the proposal as being incomplete or modified and may become cause for rejection of the bid.

The unit or lump sum price for each item and the total bid price shall be shown in figures. The extended unit price for each bid item shall be shown in figures. All bid prices shall be shown in the designated locations under the corresponding headings on the "Bid" form. The unit, extended unit, or lump sum price for each bid item shall include, as shown on the "Bid" form complete under each heading, all costs for labor, materials, tools, equipment, overhead, profit, and all taxes. No additional compensation for these items shall be allowed except through an approved change order as provided for in these contract documents.

The sum shown for the Bid "Total" (total bid price) shall be the amount for which the Bidder offers to perform and which the bidder agrees to accept for the work described in these documents. At the option and direction of the Town of Coupeville, work may be added or deleted in accordance with the contract provisions hereunder.

Bidders shall fill in and complete the information requested on the "Bidder Identification" form, including address and telephone number. Include in the form the legal name under which the firm or bidder is registered.

Bid proposals shall be signed in full by the person or persons legally authorized to bind the bidder to a contract. A bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have attached a current power of attorney certifying the agent's authority to bind the Bidder. The name of each person signing shall be typed or printed below the signature.

BID PROPOSAL DEPOSIT

As a guarantee of good faith and as required by law, each bid shall be accompanied by a bid bond in the form of cash, a certified check, bank cashier's check, or surety bond, in accordance with the provisions of Section 1-02.7 of the Standard Specifications and shall be made payable to the Town of Coupeville. A surety bond shall be submitted on the bid bond form in the Bid Proposal Forms section following.

In the event of the withdrawal of this bid proposal after the receipt and opening of bid proposals, or the failure of the Bidder to enter into a contract and give the required contract bond and insurance certification within 7-calendar days after the date of notice of contract award, the Bidder shall be liable to the Town of Coupeville for the amount of five (5) percent of the total amount of the bid as liquidated damages due to the default of the Bidder.

The deposits of the three low bidders will be retained until a contract has been entered into between the successful bidder and the owner and until a performance bond in an amount of 100 percent of the contract price has been filed, as required under these Contract Documents. The deposits of the other bidders will be returned as soon as it is determined that they are not one of the three low bidders.

SUBMITTAL OF PROPOSAL

The contract documents in their entirety, including the completed Bid Proposal Forms and any other documents required in accordance with the Special Provisions, shall be submitted to the office of Town of Coupeville – Public Works, PO Box 725, 4 NE 7th Street, Coupeville WA 98239 in an opaque envelope marked:

Proposal for Contract
(Name of Bidder)
Project:

**2021 Water & Sewer System Improvements
Coupeville, Washington**

Bid proposals shall be deposited at the designated location prior to the date and time for receipt of bid proposals as indicated in the "Invitation to Bid," or such revised date as may be specified by an addendum.

No oral, telephonic or telegraphic bids or modifications will be considered.

INTERPRETATIONS AND CORRECTIONS

If the Bidder finds any discrepancy in, or omission from the specifications or plans, or if there is any doubt as to their meaning, the Bidder shall promptly notify the Town of Coupeville. Written addenda to clarify questions that arise will then be issued. All interpretation or explanations of the Contract Documents shall be in the form of an addendum and no oral statements by the Town of Coupeville, Consultant Engineer, or other representative of the Town of Coupeville shall, in any way, modify the Contract Documents, whether made before or after letting the Contract. Questions received prior to two (2) working days prior to the date of bid opening may not be answered.

Any addenda issued during the time of bidding will be numbered consecutively and will be incorporated into these contract documents. The Bidder shall be responsible to ascertain, prior to submittal of a bid proposal that all addenda issued have been received and are acknowledged on the "Bid Proposal Signature and Addendum Acknowledgment" form. Addendums will only be issued to those contractors appearing on the Plan Holders List at the Town of Coupeville – Public Works. It will be the responsibility of the contractor to ensure their name appears on the Plan Holders List.

CONSIDERATION OF BIDS

Bid proposals will be opened and read publicly at the time and place indicated in the "Invitation to Bid" or in an addendum, unless the Town of Coupeville has withdrawn the request for bids. In the event of any discrepancies, the amount shown in words shall have precedence, an item's unit price shall have precedence over the items extended unit price, and the arithmetic sum of the extended unit and lump sum prices shall have precedence over the total amount of bid. Any

Town of Coupeville
2021 Water & Sewer System Improvements

interlineations, alteration or erasure shall be initialed by the Bidder for the proposal to be considered.

It is the intent of the Town of Coupeville to award a Contract to the responsible Bidder providing the lowest bid and demonstrated successful prior experience in similar projects provided the bid proposal has been submitted in accordance with the requirements of these contract documents and does not exceed the funds available.

IRREGULAR PROPOSALS

Section 1-02.13.2.b of the WSDOT Standard Specifications Book for Road, Bridge, and Municipal Construction is revised to read:

A proposal may be considered irregular and may be rejected if:

b. If the Town of Coupeville determines that any of the unit bid prices are excessively unbalanced (either above or below the amount of a reasonable bid)

EVIDENCE OF QUALIFICATIONS

Upon request of the Town of Coupeville, a Bidder whose proposal is under consideration for contract award shall promptly submit satisfactory evidence of financial resources and experience, and the organization and equipment the Bidder has available for the performance of the contract by the Bidder and each proposed subcontractor.

Additional Bidder qualification criteria outlined in Section 1-02.1 Qualifications of Bidders.

BID PROTEST PROCEDURES

The Town of Coupeville will utilize the Washington State RCW 39.04 to resolve bid protests.

AWARD OF CONTRACT

The award of the Contract, if it be awarded, shall be made within 30-calendar days after the date of opening of bids to the lowest Bidder deemed responsible by the Town of Coupeville, as provided for herein, except that upon mutual consent of the lowest responsible Bidder and the Town of Coupeville, the 30-calendar days may be extended. A pre-award conference will be held to discuss the project's schedule and construction sequencing. The award of the project is contingent on the contractor's ability to provide an approvable construction schedule; construction sequencing, and detailed description of equipment and procedures for the construction of the project. The contractor shall submit a list of 3 similar projects including references.

EXECUTION OF CONTRACT

The successful Bidder shall execute and return the contract, and furnish a performance bond on the forms set forth in these contract documents, and satisfactory to the Town of Coupeville, within 7-calendar days after bid award. A certificate of insurance satisfying the contract specifications shall be also submitted with the signed contract.

Execution by the Town of Coupeville may take additional 10-business days after the signed Contract is received by the Town of Coupeville.

PRECONSTRUCTION CONFERENCE

The successful Bidder, prior to commencement of work, shall attend a preconstruction conference with the Consultant Engineer and Town of Coupeville staff. Upon award of the contract, the conference will be scheduled for a date within 14-calendar days of award of the contract. The contractor shall bring completed schedule and list of material sources to the conference.

SUBCONTRACTORS

The Bidder is not required to list any subcontractors unless they will be performing electrical, HVAC or plumbing work as defined by RCW 39.30.060. Bidder shall name itself if no subcontractor will be used for electrical, HVAC or plumbing work on the project.

STATE SALES TAX

The bidder shall take note of the paragraph titled "State Sales Tax" in the Special Provisions.

RELEASE OF BID BONDS

If it is anticipated that the award of the contract will be delayed beyond 30 days from bid opening, all bid bonds except for the lowest two will be returned.

PART II
BID PROPOSAL FORMS

BID PROPOSAL

2021 Water & Sewer System Improvements

Date April 12, 2021

TO: Town of Coupeville
Public Works
4 NE 7th Street
(PO Box 725)
Coupeville, Washington 98239

Gentlepersons:

This certifies that the Undersigned: has examined the location of the project site and the conditions of work; and has carefully read and thoroughly understands the Project Manual entitled: "2021 Water & Sewer System Improvements, Town of Coupeville, Washington," including the "Bid Procedures and Conditions," "Specifications and Conditions," "Contract Forms," and "Plans" governing the work embraced in this project, and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said contract documents, and agrees to accept as payment for said work, the schedule of lump sum and unit prices as set forth in the "Bid" below.

The Undersigned acknowledges that payment will be based on the actual work performed and material used as measured or provided for in accordance with the said contract documents, and that no additional compensation will be allowed, other than applicable taxes, and that the basis for payment will be the actual work performed and measured or provided for in accordance with the said Project Manual.

2021 Water & Sewer System Improvements

Schedule A – Base Bid

() Section Reference

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
A1	MOBILIZATION (1-09.7)	1 Lump Sum	\$ _____	\$ _____
				Dollars
(Unit Price in Words)				
A2	PROJECT TEMPORARY TRAFFIC CONTROL (1-10.5(1))	1 Lump Sum	\$ _____	\$ _____
				Dollars
(Unit Price in Words)				
A3	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (2-02.5)	1 Lump Sum	\$ _____	\$ _____
				Dollars
(Unit Price in Words)				
A4	ASPHALT SAWCUT (2-02.5)	2,151 Linear Feet	\$ _____	\$ _____
				Dollars
(Unit Price in Words)				
A5	REMOVE EXISTING ASPHALT (2-02.5)	418 Square Yard	\$ _____	\$ _____
				Dollars
(Unit Price in Words)				

Town of Coupeville
2021 Water & Sewer System Improvements

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
A6	TRIMMING & CLEAN UP (2-11.5)	1 Lump Sum	\$ _____	\$ _____
				Dollars
(Unit Price in Words)				
A7	CRUSHED SURFACING TOP COURSE (4-04.5)	125 Tons	\$ _____	\$ _____
				Dollars
(Unit Price in Words)				
A8	HMA FOR PAVEMENT REPAIR CL. 1/2" PG 64-22 (5-04.5)	114 Tons	\$ _____	\$ _____
				Dollars
(Unit Price in Words)				
A9	MANHOLE 48 IN. DIAM. TYPE 1 (7-04.5)	3 Each	\$ _____	\$ _____
				Dollars
(Unit Price in Words)				
A10	SHORING OR EXTRA EXCAVATION CLASS B (7-08.5)	6,876 Square Feet	\$ _____	\$ _____
				Dollars
(Unit Price in Words)				

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
A11	HIGH-DENSITY POLYETHYLENE PIPE FOR WATER MAIN, 6 IN. DIAM. (7-09.5)	983 Linear Feet	\$ _____	\$ _____
(Unit Price in Words)				Dollars
A12	DUCTILE IRON PIPE FOR WATER MAIN, 6 IN. DIAM. (HYDRANT LATERALS ONLY) (7-05.5)	40 Linear Feet	\$ _____	\$ _____
(Unit Price in Words)				Dollars
A13	BANKRUN GRAVEL FOR TRENCH BACKFILL (WATER IMPROVEMENTS ONLY) (7-09.5)	114 Ton	\$ _____	\$ _____
(Unit Price in Words)				Dollars
A14	CUT, CAP, AND ABANDON EXISTING WATER MAIN (7-09.5)	2 Each	\$ _____	\$ _____
(Unit Price in Words)				Dollars
A15	GATE VALVE 6 IN. (7-12.5)	6 Each	\$ _____	\$ _____
(Unit Price in Words)				Dollars

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
A16	GATE VALVE 8 IN. (7-12.5)	2 Each	\$ _____	\$ _____
_____ Dollars				
(Unit Price in Words)				
A17	HYDRANT ASSEMBLY (7-14.5)	2 Each	\$ _____	\$ _____
_____ Dollars				
(Unit Price in Words)				
A18	SERVICE CONNECTION ¾ IN. DIAM. (SINGLE, SHORT) (7-15.5)	7 Each	\$ _____	\$ _____
_____ Dollars				
(Unit Price in Words)				
A19	SERVICE CONNECTION ¾ IN. DIAM. (QUADRUPLE MANIFOLD, SHORT) (7-15.5)	1 Each	\$ _____	\$ _____
_____ Dollars				
(Unit Price in Words)				
A20	SERVICE CONNECTION ¾ IN. DIAM. (SINGLE, LONG) (7-15.5)	5 Each	\$ _____	\$ _____
_____ Dollars				
(Unit Price in Words)				

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
A21	PVC SANITARY SEWER PIPE 8 IN. DIAM. (7-17.5)	687 Linear Feet	\$ _____	\$ _____
				Dollars
(Unit Price in Words)				
A22	SANITARY SEWER BYPASS PUMPING (7-17.5)	1 Lump Sum	\$ _____	\$ _____
				Dollars
(Unit Price in Words)				
A23	TESTING SEWER PIPE (7-17.5)	1,146 Linear Feet	\$ _____	\$ _____
				Dollars
(Unit Price in Words)				
A24	PVC SANITARY SIDE SEWER (7-18.5)	15 Each	\$ _____	\$ _____
				Dollars
(Unit Price in Words)				
A25	EROSION CONTROL AND WATER POLLUTION PREVENTION (8-01.5(1))	1 Lump Sum	\$ _____	\$ _____
				Dollars
(Unit Price in Words)				

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
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A26	ROADSIDE RESTORATION (8-02.5)	1 Lump Sum	\$ _____	\$ _____
				Dollars
<hr/> <u>(Unit Price in Words)</u> <hr/>				

A27	FORCE ACCOUNT (1-09.6)	1 Lump Sum	\$ <u>1.00</u> .	\$ <u>1.00</u> .
				One and 00/100 Dollars
<hr/> <u>(Unit Price in Words)</u> <hr/>				

Subtotal – Bid Schedule A =	\$ _____
Sales Tax (8.7%) =	\$ _____
Bid Schedule A Total =	\$ _____

Schedule B – Alternate Bid

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
B1	HIGH-DENSITY POLYEHTYLENE PIPE FOR WATER MAIN, 6 IN. DIAM. (BASE BID DEDUCT) (7-09.5)	-983 Linear Feet	\$ _____	\$ _____
				Dollars
_____ (Unit Price in Words)				

B2	DUCTILE IRON PIPE FOR WATER MAIN, 6 IN. DIAM. (MAIN ONLY) (7-09.5)	983 Linear Feet	\$ _____	\$ _____
				Dollars
_____ (Unit Price in Words)				

Subtotal – Bid Schedule B =	\$ _____
Sales Tax (8.7%) =	\$ _____
Bid Schedule B Total =	\$ _____

TOTAL PROJECT BID AMOUNT (Schedule A) = \$ _____

TOTAL PROJECT BID AMOUNT (Schedule A + B) = \$ _____

Prospective bidders acknowledge and are responsible for obtaining a complete copy of 40 CFR Part 31 from the internet (see link below).

NON-COLLUSION DECLARATION

2021 Water & Sewer System Improvements

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

That the undersigned person(s) firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BIDDER IDENTIFICATION

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name: _____ ;

Address: _____ ;

_____ ;

Telephone: _____

Contractor's WA Registration Number: _____

Contractor's WA UBI Number: _____

Contractor's WA Employment Security Department Number: _____

Contractor's WA Excise Tax Registration Number: _____

The Firm submitting this proposal is a: Sole Proprietorship
 Partnership
 Corporation

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows

_____	_____
_____	_____
_____	_____
_____	_____

NOTE: Signatures of this proposal must be identified above. Failure to identify the Signatories will be cause for considering the proposal irregular and for subsequent rejection of the bid.

BID PROPOSAL SIGNATURE AND ADDENDUM ACKNOWLEDGMENT

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein. The undersigned hereby agrees to pay labor not less than the prevailing rates of wages or less than the hourly minimum rate of wages as specified in the Specifications and Conditions for this project.

CASHIER'S CHECK IN THE AMOUNT OF _____

CASH _____
 DOLLARS

CERTIFIED CHECK (\$__) PAYABLE TO TOWN OF COUPEVILLE

SURETY BOND IN THE AMOUNT OF 5% OF THE BID.

Receipt is hereby acknowledged by addendum(s) No.(s) _____, _____, & _____

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED) _____

_____ (Seal)

FIRM NAME: _____

STATE OF WASHINGTON)
) ss.
 TOWN OF COUPEVILLE)

On this _____ day of, _____ 2021, before me personally appeared _____ to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof

 NOTARY PUBLIC, in and for the
 State of Washington, residing at:
 My Commission Expires: _____

This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Town of Coupeville will be cause for considering the proposal irregular and for subsequent rejection of the bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ of _____, as principal, and the _____ a corporation duly organized under the laws of the State of _____ and having its principal place of business at _____ in the State of Washington, as Surety, are held and firmly bound unto the Town of Coupeville, a Municipal Corporation in the State of Washington, in the full and penal sum of five percent (5%) of the total bid amount appearing on the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that, whereas, the principal herein is herewith submitting his or its bid proposal for **2021 Water & Sewer System Improvements** bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the contract be awarded to said PRINCIPAL, and if said PRINCIPAL shall duly make and enter into and execute said contract and shall furnish the performance bond as required by the bidding and contract documents within a period of seven (7) calendar days from and after said award, exclusive of the day of such award, then its obligation to pay the above-mentioned penal sum as liquidated damages shall be null and void, otherwise it shall remain and be in full force and effect.

SIGNED AND SEALED this _____ day of, _____ 2021.

Principal
By _____

(Seal)

Surety
By _____
Attorney-In-Fact

The Attorney-in-Fact who executes this bond on behalf of the surety company, must attach a copy of his power-of attorney as evidence of his authority.

SIMILAR PROJECT'S REFERENCE FORM

The name of the Agency or Client for which the project was performed, including the address, phone number the name of the project manager:

Project Name: _____

Agency or Client: _____

Project Manager's Name: _____

Address: _____

Phone Number: _____

Project Name: _____

Agency or Client: _____

Project Manager's Name: _____

Address: _____

Phone Number: _____

Project Name: _____

Agency or Client: _____

Project Manager's Name: _____

Address: _____

Phone Number: _____

PART III
CONTRACT FORMS

PUBLIC WORKS CONTRACT

This Contract is made and entered into in duplicate this ____ day of _____, _____ by and between the Town of Coupeville, a Washington municipal corporation, hereinafter referred to as "the Town", and _____, a _____, and _____, a Washington _____ ("Contractor") **[LEGAL STATUS OF ENTITY SHOULD BE INSERTED i.e., LLC; Sole Proprietor; LLP; Inc., P.S.; Partnership, Foreign Corporation licensed to do business in Washington State]** .

WITNESSETH:

Whereas, the Town desires to have certain public work performed as hereinafter set forth, requiring specialized skills and other supportive capabilities; and

Whereas, the Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties hereto agree as follows:

1. Scope of Work.

The Contractor shall do all work and furnish all tools, materials, and equipment in order to accomplish the following project:

2021 Water & Sewer System Improvements

in accordance with and as described in

- A. this Contract, and
- B. the Project Manual, which include the attached plans, Specifications, Special Provisions, submittal requirements, attachments, addenda (if any), Bid Form, Performance and Payment Bond, and
- C. the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation, as may be specifically modified in the attached Specifications and/or Special Provisions, hereinafter referred to as "the standard specifications",
- D. Town of Coupeville Engineering Standards (referenced but not attached)
- E. Other _____
- F. Addenda (If any)

Town of Coupeville
2021 Water & Sewer System Improvements

and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except as may otherwise be provided in the Project Manual.

2. Time for Performance and Liquidated Damages / Termination of Contract.

- A. Time is of the essence in the performance of this Contract and in adhering to the time frames specified herein. The Contractor shall commence work within ten (10) calendar days after notice to proceed from the Town, and said work shall be physically completed within **45** working days after said notice to proceed, unless a different time frame is expressly provided in writing by the Town.
- B. If said work is not completed within the time for physical completion, the Contractor may be required at the Town's sole discretion to pay to the Town liquidated damages as set forth in the Project Manual, for each and every day said work remains uncompleted after the expiration of the specified time.
- C. Termination of Contract.
 - 1. Except as otherwise provided under this Contract, either party may terminate this Contract upon ten (10) working days' written notice to the other party in the event that said other party is in default and fails to cure such default within that ten-day period, or such longer period as provided by the non-defaulting party. The notice of termination shall state the reasons therefore and the effective date of the termination.
 - 2. The Town may also terminate this Contract in accordance with the provisions of Section 1-08.10 of the Standard Specifications.

3. Compensation and Method of Payment.

- A. The Town shall pay the Contractor for work performed under this Contract as detailed in the bid, as incorporated in the Project Manual.
- B. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the Town. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.
- C. Progress payments shall be based on the timely submittal by the Contractor of the Town's standard payment request form.
- D. Payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the Request For Information (RFI) and/or Construction Change Order (CCO) process as set forth in the Project Manual.

Following approval of the RFI and/or CCO, the Contractor shall submit the standard payment request form(s).

- E. The Contractor shall submit payment requests with a completed Application for Payment, filled out and signed by the Contractor, covering the work completed prior to the progress estimate cutoff date. The Application for Payment shall be accompanied by the documentation supporting the Contractor's Application for Payment. A sample Application for Payment is included in Appendix C. This form shall include a lien waiver certification and shall be notarized before submission. Applications for payment not signed or notarized shall be considered incomplete and ineligible for payment consideration. The Town shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) days thereafter.

4. Independent Contractor Relationship.

The relationship created by this Contract is that of independent contracting entities. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the Town, and the employees of the Contractor are not entitled to any of the benefits the Town provides for its employees. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, or representatives during the performance of this Contract. The Contractor shall assume full responsibility for payment of all wages and salaries and all federal, state, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, workers compensation insurance, social security, and income tax withholding.

5. Prevailing Wage Requirements.

The Contractor shall comply with applicable prevailing wage requirements of the Washington State Department of Labor & Industries, as set forth in Chapter 39.12 RCW and Chapter 296-127 WAC. The Contractor shall document compliance with said requirements and shall file with the Town appropriate affidavits, certificates, and/or statements of compliance with the State prevailing wage requirements. The Washington State Prevailing Wage Rates For Public Works Contracts, Island County, incorporated in this Contract have been established by the Department of Labor & Industries and are included as an Attachment to this Contract. The Contractor shall also ensure that any subcontractors or agents of the Contractor shall comply with the prevailing wage and documentation requirements as set forth herein.

6. Indemnification and Hold Harmless.

- A. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, officials, employees, and volunteers against and from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the Town.
- B. The Contractor's duty to indemnify the Town shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its elected officials, agents, officers and/or employees.

- C. The Contractor's duty to indemnify the Town for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the Town and/or its elected officials, agents, officers and/or employees, and (b) the Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors, shall apply only to the extent of negligence of Contractor and/or its directors, officers, agents, employees, consultants, and/or subcontractors
- D. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Town, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

- E. Nothing contained in this section or Contract shall be construed to create a liability or a right of indemnification by any third party.
- F. The provisions of this section shall survive the expiration or termination of this Contract.

7. Insurance.

A. Insurance Term.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise, as required in this Section, without interruption from or in connection with the performance commencement of the Contractor's work through the term of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. No Limitation

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Town's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance.

Contractors required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on at least as broad as Insurance Services Office (ISO) form CA Automobile 00 01 or a substitute form providing

equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Town shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Town using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured- Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad of coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

4. Required. Builders Risk insurance covering interests of the Town, the Contractor, Subcontractors, and Sub-contractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the Town upon written request by the Contractor and written acceptance by the Town. Any increased deductibles accepted by the Town will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the Town.

5. Required. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

The Town shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the Town evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Town under this paragraph must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

D. Minimum Amounts of Insurance.

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$3,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Required. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
4. Required. Contractors Pollution Liability shall be written in the amounts set forth above.

E. Town Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the Town shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Town evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provisions.

The Contractor's insurance coverage shall be primary insurance with respect to the Town. Any insurance, self-insurance, or insurance pool coverage maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage.

The Contractor shall furnish the Town with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Throughout the term of this Contract, upon request by the Town, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

Required. Before any exposure to loss may occur, the Contractor shall file with the Town a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

Required. Before any exposure to loss may occur, the Contractor shall file with the Town a copy of the Pollution Liability insurance that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

I. Contractor's Insurance for Other Losses.

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

J. Subcontractors.

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein. The Contractor shall ensure that the Town is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

K. Waiver of Subrogation.

The Contractor and the Town waive all rights against each other, any of their subcontractors, lower tier subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

L. Notice of Cancellation of Insurance.

The Contractor shall provide the Town and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

M. Failure to Maintain Insurance

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

8. Compliance with Laws.

- A. The Contractor shall comply with all applicable federal, state, and local laws, including regulations for licensing, certification, and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as set forth in the Project Manual.
- B. The Contractor shall pay any applicable business and permit fees and taxes which may be required for the performance of the work.
- C. The Contractor shall comply with all legal and permitting requirements as set forth in the Project Manual.

9. Non-discrimination.

During the performance of this Contract, the Contractor shall comply with all applicable equal opportunity laws and/or regulations and shall not discriminate on the basis of race, age, color, sex, sexual orientation, religion, national origin, creed, veteran status, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of work and services under this Contract. The Contractor further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Contractor understands that violation of this provision shall be cause for immediate termination of this Contract and the Contractor may be barred from performing any services or work for the Town in the future unless the Contractor demonstrates to the satisfaction of the Town that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

- A. The parties will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of the above-stated minorities.
- B. The parties will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of nondiscriminatory requirements in hiring and employment practices and assuring the service of all patrons and customers without discrimination with respect to the above-stated minority status.

10. Assignment and Subcontractors.

- A. The Contractor shall not assign this Contract or any interest herein, nor any money due to or to become due hereunder, without first obtaining the written consent of the Town.
- B. The Contractor shall not subcontract any part of the services to be performed hereunder without first obtaining the consent of the Town and complying with the provisions of this section.
- C. In the event the Contractor does assign this contract or employ any subcontractor, the Contractor agrees to bind in writing every assignee and subcontractor to the applicable terms and conditions of the contract documents.
- D. The Contractor shall, before commencing any work, notify the Owner in writing of the names of any proposed subcontractors. The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items or materials or equipment), whether initially or as a substitute, against whom the Owner may have reasonable objection. Each subcontractor or other person or organization shall be identified in writing to the Owner by the Contractor prior to the date this Contract is signed by the Contractor. Acceptance of any subcontractor or assignee by the Owner shall not constitute a waiver of any right of the Owner to reject defective work or work not in conformance with the contract documents. If the Owner, at any time, has reasonable objection to a subcontractor or assignee, the Contractor shall submit an acceptable substitute.
- E. The Contractor shall be fully responsible for all acts and omissions of its assignees, subcontractors and of persons and organization directly or indirectly employed by it and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of person directly employed by it.
- F. The divisions and sections of the specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.
- G. Nothing contained in the contract documents shall create or be construed to create any relationship, contractual or otherwise, between the Owner and any subcontractor or assignee. Nothing in the contract documents shall create any obligation on the part of the Owner to pay or to assure payment of any monies due any subcontractor or assignee.
- H. The Contractor hereby assigns to the Town any and all claims for overcharges resulting from antitrust violations as to goods and materials purchased in connection with this Contract, except as to overcharges resulting from antitrust violations commencing after the date of the bid or other event establishing the price of this Contract. In addition, the Contractor warrants and represents that each of its suppliers and subcontractors shall assign any and all such claims for overcharges to the Town in accordance with the terms of this provision. The Contractor further agrees to give the Town immediate notice of the existence of any such claim.

- I. In addition to all other obligations of the contractor, if the contractor does employ any approved subcontractor, the contractor shall supply to every approved subcontractor a copy of the form, provided in the project manual, to establish written proof that each subcontract and lower-tier subcontract is a written document and contains, as a part, the current prevailing wage rates. The contractor, each approved subcontractor and each approved lower-tier subcontractor shall complete and deliver the form directly to the Town.

11. Contract Administration and Notices.

This Contract shall be administered for the Town by Davido Consulting Group, Inc. c/o Danny Ochoa, PE and Aaron Bowman, PE, and shall be administered for the Contractor by the Contractor's Contract Representative, _____. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

Town:

Town of Coupeville
 2021 Water & Sewer System
 Improvements
 c/o Danny Ochoa, PE
 4 NE 7th Street
 (PO Box 725)
 Coupeville, WA 98239
 Tel: (360) 678-4461

Contractor:

Name: _____
 Title: _____
 Business Name: _____
 Address: _____

 Tel: _____

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

12. Interpretation and Venue.

This Contract shall be interpreted and construed in accordance with the laws of the State of Washington. The venue of any litigation between the parties regarding this Contract shall be Island County, Washington.

13. Severability

- A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Town of Coupeville
 2021 Water & Sewer System Improvements

14. Non-Waiver.

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any Contract, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such Contract, covenant, condition or right.

15. Survival.

Any provision of this Contract which imposes an obligation after termination or expiration of this Contract shall survive the term or expiration of this Contract and shall be binding on the parties to this Contract.

16. Authority.

The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement. The person executing this Contractor on behalf of the Town represents and warrants that he or she has been fully authorized by the Town to execute this Contractor on its behalf and to legally bind the Town to all the terms, performances and provisions of this Contractor.

17. **Debarment and Uniform Guidance.** If this contract involves the use, in whole or in part, of federal award(s), the Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the Town will be notified immediately. Additionally, if this contract involves the use, in whole or in part, of federal award(s), provisions (A)-(K) in Appendix II to Part 200 of the Uniform Guidance (2 CFR Ch. 11 (1-1-14 edition) are hereby incorporated, as applicable, as if fully set forth herein. See attached form in Appendix D if applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first hereinabove written.

Town of Coupeville

By _____
Molly Hughes, Mayor

By: _____

Approved as to form:

Attest:

Grant K. Weed, Town Attorney

Kelly Beech, Town Clerk-Treasurer

Town of Coupeville
2021 Water & Sewer System Improvements

PERFORMANCE AND PAYMENT BOND

Bond to the Town of Coupeville Bond # _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ as Principal, and _____ a corporation, organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations as surety, are jointly and severally held and firmly bound to the **Town of Coupeville** in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances of the Town of Coupeville.

Dated at _____, Washington, this ____ day of _____, 20____.

The conditions of the above obligation are such that:

WHEREAS, the Town of Coupeville has let or is about to let to the said _____ the above bounded Principal, a certain contract, the said contract being numbered _____, and providing for **2021 Water & Sewer System Improvements** (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth; now, therefore,

If the said Principal, _____, shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the Town of _____ harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the Town of _____, then and in that event, this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

Signed this ____ day of _____, 20____.

Surety

Principal

By _____

By _____

Title

Title

Surety Address

Agent Address

Surety Contact and Phone Number

Agent Contact and Phone Number

Town of Coupeville
2021 Water & Sewer System Improvements

PART IV
SPECIAL PROVISIONS

CERTIFICATION:

I hereby certify that these contract documents were prepared by me or under my direct supervision, and that I am a duly registered Professional Engineer under the laws of the State of Washington.

The portions of the Contract Documents pertinent to the bid schedule items and as shown on the Plans Stamped by Quin Clements are being certified by the following registered Professional Engineer:



SPECIAL PROVISIONS

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2021 Standard Specifications for Road, Bridge and Municipal Construction.

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

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

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

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

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

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

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2021 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2021 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:

(March 8, 2013 APWA GSP)

(April 1, 2013 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.

DIVISION 1 - GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(*****PROJECT GSP)

The project consists of the replacement of existing water and sewer mains within existing Town right-of-way as follows:

4th Street NE (between Kinney St NE and Clapp St NE) – 260 LF Sewer
4th Street NE (between Clapp St NE and Gould St NE) – 175 LF Water
5th Street NE (between Kinney St NE and Clapp St NE) – 260 LF Sewer
5th Street NE (between Kinney St NE and Clapp St NE) – 270 LF Water
Kinney St NE (between 4th St NE and 5th St NE) – 265 LF Sewer
Kinney St NE (near 5th Street NE) – 80 LF Water
Clapp St NE (between 4th St NE and 5th St NE) – 270 LF Water
Clapp St NE (between 4th St NE and 6th St NE) – 520 LF Sewer
Perkins St NE (between 6th St NE and 9th St NE) – 680 LF Sewer
Perkins St NE (between 6th St NE and 9th St NE) – 985 LF Water

A vicinity map is located on Sheet 1 of the Plans and in front of these contract documents.

SECTION 1-01 DEFINITIONS AND TERMS

1-01.3 DEFINITIONS

(January 4, 2016 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

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Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for "Contract".

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

SECTION 1-02 BID PROCEDURES AND CONDITIONS**1-02.1 PREQUALIFICATION OF BIDDERS**

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

Bidders shall be qualified by experience, financing, equipment, and organization to do work called for in the Contract Documents. The Town reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily.

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

Following the Bid opening, upon the Owner's request, the apparent low Bidder(s) must supply the requested information as identified herein within three (3) business days of request by Owner. Withholding information or failure to submit all the information requested within the time provided shall render the Bid non-responsive.

The Owner will make a determination whether or not the apparent low Bidder is responsible, taking into account all the information submitted by the apparent low Bidder(s) in response to this request. The Owner will notify the Bidder of its determination in writing, including the reasons for its determination. Within three (3) days after receipt of the determination, if the Bidder is determined not responsible, the Bidder may withdraw its Bid or request an appeal hearing. The Bidder may present additional information pursuant to RCW 39.04.350(2)(d). If the Bidder requests an appeal hearing, the Owner will schedule said hearing with the Public Works Director, to be heard not later than two (2) weeks after receipt of the Bidder's request.

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The Public Works Director will issue a Final Determination after reviewing information presented at the appeal hearing. If the Final Determination affirms that the Bidder is not responsible, the Owner will not execute a Contract for the Project with any other Bidder until two (2) business days after the Bidder determined to be not responsible has received the Final Determination. The Final Determination is specific to this Project, and will have no effect on other or future projects.

The following supplemental Bidder Responsibility criteria and requested supporting documentation are established for this Project. To be responsible, a Bidder must substantially meet the responsibility criteria established below.

PREVIOUS EXPERIENCE

A. Criterion

1. The Bidder must have experience, during the most recent past five (5) years, with successfully completing public works projects similar in size and complexity to the current Project. The Contractor's Superintendent and Project Manager must also have experience within the past five (5) years successfully managing, to completion, public works projects of similar size and complexity to the current Project.

B. Required Documentation

1. Experience of Contractor
 - a. Provide a list of public works construction contracts similar in size and complexity your firm has completed in each of the past five (5) years, giving the name of the project, name, address, and phone number of owner, and architect/engineer, contract amount, date of completion, and percentage of the cost of the work performed with your own forces. This information will be used for references.
 - b. During the preceding five years, the Contractor shall have successfully completed at least one public works project meeting each of the scope elements below. Contractor may submit multiple projects each demonstrating individual elements so long as the sum of the projects demonstrates all of the elements listed. The project(s) identified to demonstrate experience with each element must contain scope for that element similar to or larger than the scale of work required in these bid documents
 - c.

See Section 1-05.13 regarding changing of Project Manager or Superintendent after award of project.

1-02.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK.

1-02.4(1) GENERAL

(August 15, 2016 APWA GSP Option A)

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The first sentence of the last paragraph is revised to read:

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

1-02.5 PROPOSAL FORMS

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

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

1-02.6 PREPARATION OF PROPOSAL

(July 11, 2018 APWA GSP)

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

(*****PROJECT GSP)

Section 1-02.6 is supplemented with the following:

Bid proposals shall be signed in full by the person or persons legally authorized to bind the bidder to a contract. A bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have attached a current power of attorney certifying the agent's authority to bind the Bidder. The name of each person signing shall be typed or printed below the signature.

1-02.7 BID DEPOSIT

(*****PROJECT GSP)

Section 1-02.7 shall be replaced with the following:

A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit may be cash, certified check, cashier's check, or a proposal bond (Surety bond). The proposal bond shall be a physical format. The Bid deposit shall be received by the Contracting Agency at the location specified for receipt of Bids prior to the time set for receipt of Bids. Any proposal bond shall be on a form acceptable to the Contracting Agency and shall be signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify the minimum 5 percent required. The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

The failure to furnish a Bid deposit of a minimum of 5 percent with the Bid shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

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

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

1-02.10 WITHDRAWING, REVISING, OR SUPPLEMENTIN PROPOSAL
(July 23, 2015 APWA GSP))

Delete this section, and replace it with the following:

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

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

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

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

1-02.13 IRREGULAR PROPOSALS
(October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;

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

1-02.14 DISQUALIFICATION OF BIDDERS
(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

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

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

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2)

business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

1-02.15 PRE-AWARD INFORMATION
(August 14, 2013 APWA GSP)

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.

SECTION 1-03 AWARD AND EXECUTION OF CONTRACT

1-03.3 EXECUTION OF CONTRACT
(October 1, 2005 APWA GSP)

Revise this section to read:

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

Within 14 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within 14 calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 CONTRACT BOND
(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

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

SECTION 1-04 SCOPE OF THE WORK

1-04.2 COORDINATION OF CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATIONS, AND ADDENDA
(December 10, 2020 APWA GSP)

Revise the second paragraph to read:

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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,
4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

SECTION 1-05 CONTROL OF WORK

1-05.7 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

1-05.11 FINAL INSPECTION

Delete this section and replace it with the following:

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

1-05.11(1) Substantial Completion Date

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

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

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

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

1-05.11(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 Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer 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 Engineer 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 Engineer 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 Engineer's right hereunder.

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

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

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

1-05.13 SUPERINTENDENTS, LABOR AND EQUIPMENT OF CONTRACTOR

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 METHOD OF SERVING NOTICES

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

Add the following new section:

1-05.16 WATER AND POWER
(October 1, 2005 APWA GSP)

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

SECTION 1-06 CONTROL OF MATERIAL

1-06.2 ACCEPTANCE OF MATERIALS

1-06.2(1) SAMPLES AND TESTS FOR ACCEPTANCE

Section 1-06.2(1) is supplemented with the following:
(*******PROJECT GSP**)

All materials incorporated in this project will need to be approved **prior** to their delivery on the project. The Contractor shall submit to the Engineer a list of proposed sources of materials to be used. This list shall be submitted on WSDOT Form "Request for Approval of Material Sources." The Contractor will be allowed to select as many sources of materials as is necessary. The Agency will test, at its expense, no more than one source of the same material. If the Contractor requests approval on any additional sources of the same material, the cost of testing such additional source(s) will be at the Contractor's expense.

1-06.6 RECYCLED MATERIALS
(January 4, 2016 APWA GSP)

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

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

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

SECTION 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 LAWS TO BE OBSERVED
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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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 Engineer 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 *(June 27, 2011 APWA GSP)*

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

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).

1-07.9 WAGES

1-07.9(1) GENERAL

(*****PROJECT GSP)

Section 1-07.9(1) is supplemented with the following:

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The schedule of the prevailing wage rates for the locality or localities where this contract will be performed is fully set forth hereinafter (see "Prevailing Minimum Hourly Wages").

1-07.9(5) Required Documents

(January 3, 2020 APWA GSP)

Delete this section and replace it with the following:

General

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

Intent and Affidavits

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

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

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

Certified Payrolls

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

Penalties for Noncompliance

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

1-07.15(1) SPILL PREVENTION, CONTROL AND COUNTERMEASURES PLAN

*(*****PROJECT GSP)*

Section 1-07.15(1) is supplemented with the following:

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Implementation Requirements

In the event that hazardous material is encountered during the course of the work, regardless of whether or not the material is shown in the Plans, the implementation of the Contractor's SPCC Plan shall be included in the scope of the contract and shall be carried out by the Contractor.

The Contractor shall maintain, at the job site, the applicable equipment and material designated in the SPCC Plan.

If the spill is due to the Contractor's operations or negligence nothing in this section shall be construed, as relieving the Contractor of responsibility for damage and all cost of response, containment and any cleanup shall be borne by the Contractor.

1-07.17 UTILITIES AND SIMILAR FACILITIES

(*****PROJECT GSP)

Section 1-07.17 is supplemented with the following:

Locations and dimensions shown in the plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification. Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the plans or these special provisions.

The Contractor shall call the Utility Location Request Center (One Call Center), for field location, not less than two or more than 10 business days before the scheduled date for commencement of excavation which may affect underground utility facilities, unless otherwise agreed upon by the parties involved. A business day is defined as any day other than Saturday, Sunday, or a legal local, State, or Federal holiday. The telephone number for the One Call Center for this project is 1-800-424-5555. If no one number locator service is available, notice shall be provided individually to those owners known to or suspected of having underground facilities within the area of proposed excavation.

The Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating to underground utilities. Any cost to the Contractor incurred as a result of this law shall be at the Contractor's expense. No excavation shall begin until all known facilities in the vicinity of the excavation area have been located and marked.

The Contractor is advised that once an area has been marked by the utilities, it becomes the contractor's responsibility to maintain the marks. If the Contractor requests to remark an area, which has been previously marked, the utility may bill this service to the Contractor.

If and when utility conflicts occur, the Contractor shall continue the construction process on other aspects of the project. Any change to the operation necessary to work around the conflicts, and pot hole for locations shall be considered incidental to the various bid items of the contract and no further compensation or time extensions will be made. No additional compensation shall be allowed for reduced anticipated production rates to work around utilities.

1-07.18 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

1-07.18 Insurance

(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the

Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

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

1-07.18(2) Additional Insured

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Insurance

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

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Products & Advertising Injury, each offence
- \$1,000,000 Stop Gap / Employers’ Liability each accident

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:
\$1,000,000 Combined single limit each accident

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

1-07.24 RIGHTS OF WAY

(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor

shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-07.26 PERSONAL LIABILITY OF PUBLIC OFFICERS
(*****PROJECT GSP)

Section 1-07.26 is revised to read:

Neither the Executive, the Agency Council, employees of the Agency, or the Engineer shall be personally liable for any acts or failure to act in connection with the Contract, it being understood that in such matters, they are acting solely as agents of the Town of Coupeville.

SECTION 1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 PRELIMINARY MATTERS
(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference
(October 10, 2008 APWA GSP)

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

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

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

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals;
3. A list of material sources for approval if applicable;
4. A Temporary Bypass Plan per Section 8-01 of the Special Provisions;

5. A Traffic Control Plan per Section 1-10.2(2) of the Special Provisions; and
6. A copy of the Construction Stormwater Pollution Prevention Plan signed by the Contractor.

Add the following new section:

1-08.0(2) Hours of Work

(December 8, 2014 APWA GSP)

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

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

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

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

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

1-08.1 SUBCONTRACTING

(May 30, 2019 APWA GSP, Option B)

Delete the ninth paragraph, beginning with “On all projects, the Contractor shall certify...”.

1-08.3 PROGRESS SCHEDULE

Section 1-08.3 is supplemented with the following:
(*****PROJECT GSP)

In accordance with Section 1-08.3 of the Standard Specifications, the Contractor shall prepare and submit the progress schedule in the form of bar graphs developed under the critical path method, P.E.R.T., or other similar methods. The bar graph shall be supplemented by an arrow diagram and activity listing used in its preparation. The progress schedule shall be in sufficient detail that progress of the work can be evaluated accurately at any time during the performance of the contract. The Contractor shall submit to the Engineer’s office a preliminary construction schedule 24 hours prior to the pre-construction meeting. In addition to activity listings that address project work items, the schedule shall also incorporate plan submittal activities.

1-08.4 PROSECUTION OF WORK

Delete this section and replace it with the following:

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

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

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

1-08.5 TIME FOR COMPLETION (November 30, 2018 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is

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

Revise the sixth paragraph to read:

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

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

SECTION 1-09 MEASUREMENT AND PAYMENT

1-09.2(5) MEASUREMENT *(May 2, 2017 APWA GSP)*

Revise the first paragraph to read:

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

1-09.6 FORCE ACCOUNT

(October 10, 2008 APWA GSP)

Supplement this section with the following:

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

1-09.9 PAYMENTS

(March 13, 2012 APWA GSP)

Supplement this section with the following:

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

1-09.11 DISPUTES AND CLAIMS

1-09.11(3) TIME LIMITATION AND JURISDICTION

(November 30, 2018 APWA GSP)

Revise this section to read:

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

1-09.13 CLAIMS RESOLUTION

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1-09.13(3) CLAIMS \$250,000 OR LESS

(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

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

(November 30, 2018 APWA GSP)

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 is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. 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.

SECTION 1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 GENERAL

*(*****PROJECT GSP)*

Revise the first paragraph of Section 1-10.1 to read:

The Contractor shall provide flaggers, signs, and other traffic control devices not otherwise specified as being furnished by the Contracting Agency. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place.

Traffic shall be maintained in accordance with WSDOT Section 1-07.23, the Manual of Uniform Traffic Control Devices, and the requirements of the Town of Coupeville Public Works Department. For work on Perkins Street NE, the Contractor will be allowed to close the road to through traffic contingent on their ability to maintain full access to local traffic, including deliveries and emergency vehicles.

Access shall be maintained to private property at all times. When construction activities require that this access be temporarily interrupted, the Contractor shall:

1. Notify the property Owners individually.
2. Restrict access for 2 hours maximum unless the property owner's written permission is received and transmitted to the Engineer.

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The Contractor shall submit a traffic control plan to the Town prior to commencing construction. Submittal and approval of the traffic control plan shall be solely the Contractor's responsibility.

Section 1-10.1 is supplemented with the following:

During grading operations, the elevation difference between the portion of the traveled way open to traffic and the adjoining portion of roadway shall be tapered at 10:1 or greater to allow cross traffic.

In addition, for any modifications to the access provisions, the Contractor shall furnish satisfactory documentation that the affected property owners concur with the proposed change. The Contractor shall be responsible to coordinate with and make the necessary arrangements to accommodate the access requirements of the affected property owners and the public services.

If a modification to traffic control is deemed necessary by the Engineer, the contractor shall immediately implement any requested modification(s). The need for flashing warning lights shall be as determined by the Engineer. The cost of modifications to the traffic control plans as directed by the Engineer shall be considered incidental to the Contract.

The Contractor shall determine and place signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the Plans. A traffic control plan shall be submitted to the Engineer for review and approval prior to the beginning of construction.

1-10.2(2) TRAFFIC CONTROL PLANS

(*****PROJECT GSP)

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

Traffic control should follow the MUTCD Plans and/or the Series K WSDOT Standard Plans found here:

<http://mutcd.fhwa.dot.gov/pdfs/2009/part6.pdf>

http://www.wsdot.wa.gov/Design/Standards/PlanSheet/TC_1_18.htm

These standard plans shall be considered as the project TCP's. The contractor may choose to submit alternate TCP's for approval as outlined in this section.

The Contractor shall submit to the Town, for review, a plan for any temporary closures not shown on the Plans or any other traffic control plan to be implemented for the construction of the project, and shall receive approval prior to beginning work. The Contractor shall determine and place signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the Plans. A traffic control plan shall be submitted to the Town for review and approval at the Preconstruction Conference.

1-10.4 MEASUREMENT

Lump Sum Bid for Project (No Unit Items)

Section 1-10.4(1) is supplemented with the following:
(August 2, 2004 APWA GSP)

The proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(1) shall apply.

END OF DIVISION 1

DIVISION 2 EARTHWORK

SECTION 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 DESCRIPTION

(*****PROJECT GSP)

Section 2-02.1 is supplemented with the following:

The Contractor shall remove and/or abandon all facilities as shown on the Plans and as necessary to complete the work. The Contractor shall field-verify the location of utilities prior to any excavation. Contractor is advised that the Plans may not show all underground utilities and structures in the areas of construction and that location, depth and condition of utilities and structures may not be as shown or implied. Prior to any excavation in any area of construction, Contractor shall exercise due diligence and take all necessary measures to verify the location, depth and conditions of existing underground utilities and structures.

This work includes excavation, saw-cutting of pavement, removal, haul and disposal of pavement, existing structures and utility appurtenances. Equipment, labor, and materials necessary to perform the work as specified shall be considered a portion of this work. All material shall be hauled offsite to a permitted, Contractor provided, disposal site in accordance with Section 2- 03.3(7)C. No additional payment will be made for haul.

Excavated areas shall be backfilled in accordance with Section 2-09 of the Standard Specifications. Backfilling and compaction shall be incidental to and included in the unit contract price for removing the particular item involved.

2-02.3 CONSTRUCTION REQUIREMENTS

2-02.3(3) REMOVAL OF PAVEMENT, SIDEWALKS, CURBS AND GUTTERS

(*****PROJECT GSP)

Item 1 is revised to read:

1. Haul broken-up pieces to off project site. No on-site burial of pavement is allowed.

Supplement this Section with the following:

Contractor shall follow Ecology Stormwater Management Manual for Western Washington (latest edition) guidelines pertaining to saw cutting.

2-02.4 PAYMENT

(*****PROJECT GSP)

Section 2-02.4 is added as follows:

“Removal of Structures and Obstructions” will be measured as a lump sum.

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“Asphalt Sawcut” will be measured by the linear foot. The depth of asphalt shall not be a factor in measurement or payment.

“Remove Existing Pavement” will be measured by the square yard. The depth of asphalt removed shall not be a factor in measurement or payment.

2-02.5 PAYMENT

(*****PROJECT GSP)

Section 2-02.5 is supplemented with the following:

The lump sum contract price for “Removal of Structures and Obstructions” shall be full compensation for all tools, equipment, materials, and labor needed to excavate and dispose of materials, including Haul and disposal fees. Removal of any structures and obstructions readily apparent by visual inspection from the ground surface and not identified elsewhere will be considered incidental to this bid item.

The unit contract price bid per linear foot for “Asphalt Sawcut” shall be full pay for all labor, materials and equipment needed to complete the required asphalt cutting, regardless of depth, in accordance with the plans, specifications and to the satisfaction of the owner.

The unit contract price bid per square yard for “Remove Existing Pavement” shall be full pay for all labor, materials and equipment needed to remove, haul and dispose of the pavements, regardless of depth, in accordance with the plans, specifications and to the satisfaction of the owner.

END OF DIVISION 2

DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS

SECTION 5-04 HOT MIX ASPHALT

5-04.4 MEASUREMENT

*(*****PROJECT GSP)*

Section 5-04.4, the first paragraph is revised to read:

HMA for Pavement Repair Cl. 1/2" PG 64-22, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of the asphalt binder, mineral filler, and any other component of the HMA. This item includes the application of the tack coat in accordance with 5-04.3(4). If the Contractor elects to remove and replace HMA as allowed by Section 5-04.3(11), the material removed will not be measured.

END OF DIVISION 5

DIVISION 7 DRAINAGE STRUCTURE, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

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

7-05.5 PAYMENT

(*****PROJECT GSP)

The description of payment for “Manhole _____ In. Diam Type _____”, per each is revised as follows:

All costs associated with structure excavation and furnishing and installing gravel backfill for bedding and backfilling manholes, inlets and catch basins shall be included in the unit contract price for the item installed.

SECTION 7-09 WATER MAINS

Section 7-09.3(25) Cut, Cap and Abandon Existing Water Main (Added Section)

(*****PROJECT GSP)

Following the completion of construction on the new water main and appurtenances, in accordance with the project plans and specifications, the contractor shall abandon those portions of the existing water system replaced by the installed improvements and no longer needed for continued operation of the system. This work includes, but is not limited to, removal of all above ground and at-grade features such as hydrants, blowoff and air-vac assemblies and piping, valve boxes, meter boxes, marker posts and all other features that in the opinion of the engineer are no longer needed and/or are a potential public hazard or nuisance. In conjunction with this work, and in coordination with Town of Coupeville staff, the Contractor shall drain as much water as possible from the existing system, close all existing gate valves and plug all remaining openings with a minimum of three pipe diameters of concrete. All material resulting from the abandonment of the replaced portion of the water system not wanted by the Town shall become the property of the Contractor and shall be disposed of or recycled by legally means.

7-09.4 MEASUREMENT

(*****PROJECT GSP)

Section 7-09.4 is supplemented as follows:

Measurement for payment of Cut, Cap and Abandon Existing Water Main will be per each.

Measurement for payment of bank run gravel for trench backfill will be made by the ton.

7-09.5 PAYMENT

(*****PROJECT GSP)

The description of payment for “_____Pipe for Water Main _____ In. Diam.”, per linear foot is revised as follows:

The unit contract price per linear foot for each size and kind of “_____ Pipe for Water Main _____ In. Diam.” Shall be full pay for all Work to complete the installation of the water main, including but not limited to, trench excavation, bedding, laying and jointing pipe and fittings, backfilling, concrete thrust blocking, testing, disinfecting the pipeline, flushing, dechlorination of water used for flushing, and cleanup. In addition to the work noted, payment shall also include any required trench dewatering and full material compaction in accordance with Section 7-08.

No separate payment will be made for connections to existing water mains. This work, regardless of the type of connection or the materials required to complete the connection, shall be considered incidental to the Work of constructing the water mains, and all costs thereof shall be included in the payments specified in Section 7-09.5.

The description of payment for “Bank Run Gravel for Trench Backfill” is revised as follows:

“Bank Run Gravel for Trench Backfill”, per ton.

The description of payment for “Cut, Cap and Abandon Existing Water Main”, per lump sum is added as follows:

The unit contract price per each for “Cut, Cap and Abandon Existing Water Main” Shall be full pay for all Work to complete the full abandonment of the existing water main and appurtenances being replaced in accordance with added Section 7-09.3(25) and to the satisfaction of the Engineer.

SECTION 7-17 SANITARY SEWERS

7-17.1 DESCRIPTION

(*****PROJECT GSP)

Section 7-17.1 is supplemented as follows:

This work also includes preparation of a bypass pumping plan and furnishing all materials, labor, equipment, power, maintenance, etc. to implement a temporary pumping bypass system for the purpose of diverting the existing sanitary sewer flow around the work area for the installation of the proposed improvements and connection back to the existing system.

7-17.3(3) SANITARY SEWER BYPASS PUMPING SYSTEM

(*****PROJECT GSP)

Section 7-17.3(3) shall be added as follows:

The design, installation and operation of the temporary pumping system shall be the Contractor’s responsibility. The Contractor shall demonstrate to the Town, or their representative, that they specialize in the design and operation of temporary bypass pumping systems, or employ the services of a sub-contractor who specializes in temporary bypass

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pumping systems. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.

The Contractor shall prepare and submit to the Town or their representative for review and acceptance a specific, detailed plan describing the proposed bypass system as prescribed in the bid.

The Contractor shall submit to the Town or their representative a description as well as detailed information outlining all provisions and precautions to be taken by the Contractor regarding the handling of existing sanitary sewer flows. This plan must be specific and complete, including such items as schedules, locations, elevations, capacities of equipment, materials and all other incidental items necessary and/or required to insure proper protection of the facilities, including protection of the access and bypass pumping locations from damage due to the discharge flows. No work shall begin until all provisions and requirements have been reviewed and accepted by the Town or their representative.

The Contractor shall provide at least three (3) references of projects of a similar size and complexity as this project performed within the last five years.

The sewer bypass pumping plan shall include but not be limited to the following:

1. Staging areas for pumps;
2. Sewer plugging method and types of plugs;
3. Number, size, material, location and method of installation of suction piping;
4. Number, size, material, method of installation and location of installation of discharge piping;
5. A detail of the discharge manhole connections;
6. Bypass pump sizes, capacity, number of each size to be on-site and power requirements;
7. Calculations of static lift, friction losses, and flow velocity (pump curves showing pump operating range shall be submitted); estimated system curves shall be submitted showing multiple pump applications;
8. Method of protecting discharge manholes or structures from erosion and damage;
9. Thrust and restraint block sizes and locations;
10. Sections showing suction and discharge pipe depth, embedment, select fill and special backfill;
11. Method of noise control for each pump and/or generator;
12. Any temporary pipe supports and anchoring required;
13. Design plans and computation for access to bypass pumping locations indicated on the plans;
14. Calculations for selection of bypass pumping pipe size;
15. Schedule for installation of and maintenance of bypass pumping lines;
16. Plan indicating location of bypass pumping line locations;
17. Plan to outline fueling of pump engines and spill control.

A dual pump system shall be used with each pump provided capable of handling the full flow required. The bypass pumping system shall have sufficient capacity to pump the peak flow entering the system. This flow number will be based on the best available information at the time. Contractor shall perform independent evaluation prior to beginning work.

The Contractor shall provide all pipeline plugs, pumps of adequate size to pump peak flow, and temporary discharge piping to ensure that the total flow of the sanitary sewer can be

safely diverted around the work. Bypass pumping systems will be required to operate 24 hours per day. During overnight operation, an auto-dialer and automatic alarm activation shall be provided.

The Contractor shall provide at least two (2) telephone numbers where designated personnel can be reached 24 hours per day in case of an emergency. The Contractor shall provide temporary lighting for maintenance and repairs at night.

The Contractor shall provide adequate standby equipment installed and ready for immediate operation and use in the event of an emergency or breakdown. One standby bypass pump system for each pump system utilized shall be installed at the bypass location ready for use in the event of primary pump system failure. Each stand-by system shall have an automatic start/stop control.

The bypass pumping system shall be capable of bypassing the flow around the work area for satisfactory performance of work. All lateral connections will be treated in the same manner as mainline sewers.

The Contractor shall maintain sanitary sewer flow around the work area in a manner that will not cause surcharging or damage of the existing sewer system and that will protect public and private property from damage and flooding.

The Contractor shall perform leakage and pressure tests of the bypass pumping discharge piping using clean water prior to actual operation. The Town or their representative shall be given 24 hours notice prior to testing.

The Contractor shall inspect the bypass pumping system every two (2) hours to insure that the system is working correctly. The Contractor shall insure that the temporary pumping system is properly maintained and a responsible operator is attending the pumps during operation.

Spare parts for pumps and piping shall be kept on site as required. Adequate hoisting equipment for each pump and accessories shall be maintained on the site.

When working inside manholes or sewer lines, the Contractor shall exercise caution and comply with OSHA requirements pertaining to working in the presence of sewer gases, combustible or oxygen-deficient atmospheres, and confined spaces.

The Contractor shall obtain all rights and permits prior to the installation of the bypass pipelines if such lines are outside the limits of disturbance. When the bypass pipeline crosses local streets and private driveways, the Contractor must place the bypass pipelines in trenches and cover with plating or temporary pavement. Upon completion of the bypass pumping operations, and after the receipt of written permission from the Town or their representative, the Contractor shall remove all the piping, restore all property to pre-project condition and restore all pavement.

7-17.4 PAYMENT

(*****PROJECT GSP)

Section 7-17.4 is supplemented as follows:

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Measurement of Sanitary Sewer Bypass Pumping System shall be by lump sum.

7-17.5 PAYMENT

(*****PROJECT GSP)

Section 7-17.5 is supplemented as follows:

The unit contract price per linear foot for sewer pipe of the kind and size specified shall be full pay for furnishing, hauling and assembling in place the completed installation including all wyes, tees, special fittings, joint materials, bedding and backfill material, and adjustment of inverts to manholes for the completion of the installation to the required lines and grades. In addition to the work noted, payment shall also include all required trench excavation, any required trench dewatering and full material compaction in accordance with Section 7-08.

The lump sum contract price for Sanitary Sewer Bypass Pumping System shall be full pay for all design, testing, installation, monitoring, maintenance and removal of all bypass pumping systems required to complete the sanitary sewer work as outline in the project plans and these specifications. This includes, but is not limited to, providing all labor, materials, equipment and all incidental necessary to complete the work in accordance with Section 7-17.3(3).

SECTION 7-18 SIDE SEWERS

7-18.4 MEASUREMENT

(*****PROJECT GSP)

Section 7-18.4 is revised to read:

Side sewers will be measured per each for each side sewer installed from the main to the connection with the existing side sewer at the property line regardless of length.

7-18.5 PAYMENT

(*****PROJECT GSP)

Section 7-18.5 is revised to read:

The unit contract price per each for "Side Sewer" shall be full pay for all work required to install the side sewer connection from the new main up to and including the connection to the existing side sewer at the property line. This shall include, but not be limited to, all required trench excavation, all required trench dewatering, installing all required fittings and appurtenances, laying and jointing the pipe, providing all required backfill and bedding material, bedding the pipe, backfilling the trench, compaction and testing the new side sewer in accordance with Section 7-18.3(3).

END OF DIVISION 7

DIVISION 8 MISCELLANEOUS CONSTRUCTION

SECTION 8-02 ROADSIDE RESTORATION

8-02.4 MEASUREMENT

(*****PROJECT GSP)

Section 8-02.4 is supplemented with the following

“Roadside Restoration” of any kind required to return the impacted area back to pre-project condition shall be measured as a lump sum for the entire project area.

8-02.5 PAYMENT

(*****PROJECT GSP)

Section 8-02.5 is supplemented with the following

“Roadside Restoration”, per lump sum, shall be considered full pay for all labor, materials and equipment required to return the impacted project areas, outside of the pavement limits, back to pre-project conditions. This includes, but is not limited to restoration of all shoulders and driveways with in-kind material, restoration of all grass and/or planting areas, re-installation of all structures and/or obstructions moved during construction and all other incidentals required to return the project area to pre-project condition at the discretion of the Town or the project engineer.

END OF DIVISION 8

APPENDICES

APPENDICES

The following appendices are attached and made a part of this contract:

APPENDIX A: Island County Prevailing Wage Rates

APPENDIX B: Supplemental Drawings

APPENDIX C: Application for Payment

APPENDIX D: Certification Regarding Debarment and Suspension

APPENDIX A

ISLAND COUNTY PREVAILING WAGE RATES

APPENDIX B

SUPPLEMENTAL DRAWINGS

APPENDIX C

APPLICATION FOR PAYMENT FORM

APPENDIX D

**CERTIFICATION REGARDING DEBARMENT &
SUSPENSION**