CITY OF BAINBRIDGE ISLAND
KITSAP COUNTY, WASHINGTON
PROJECT MANUAL
FOR:
2017 ROAD STRIPING PROJECT
June 2017
APPROVAL PAGE

City of Bainbridge Island

2017 Road Striping

APPROVED BY:

Christian D. Munter, PE, PMP, ENV SP
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### 2017 ROAD STRIPING PROJECT

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NOTICE TO CONTRACTORS

City of Bainbridge Island - Public Works Department
Bainbridge Island, WA 98110

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the City of Bainbridge Island for the 2017 ROAD STRIPING PROJECT until 9:00 AM, July 6, 2017, at the City Clerk’s office, 280 Madison Avenue N., Bainbridge Island, Washington, 98110, and will be opened and publicly read out loud.

All bid proposals must be on the form provided and must be accompanied by a bid proposal deposit in cashier’s check, postal money order, or surety bond in an amount equal to five percent (5%) of the amount of the bid proposal. The amount of the surety bond may be stated either as a dollar amount or as a percentage of the bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory payment and a performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Bainbridge Island.

Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents for $20.00 by inputting Quest project # 5192748 on the website’s Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with the digital project information. Plans and specifications will only be provided through the QuestCDN website; however, a hard copy set of project documents will be available to view at the City Hall, Engineering front counter.

Bids must be sealed with the outside of the envelope marked by the PROJECT NAME AND BID OPENING DATE. The name and address of the bidder should also appear on the outside of the envelope. Faxed bids and/or surety bonds will not be accepted. After the date and hour set for the opening of bids, no bidder may withdraw its bid unless the award of the contract is delayed for a period exceeding 120 calendar days following the bid opening. All bidders agree to be bound by their bids until the expiration of the stated time period.

PROJECT NAME: 2017 ROAD STRIPING PROJECT
SEALED BIDS DUE: 9:00 AM, July 6, 2017
BID OPENING: 9:30 AM, July 6, 2017
NATURE OF IMPROVEMENT: The Contractor shall provide all labor, materials, tools, equipment, transportation, supplies, and incidentals necessary for the following major elements:

The work includes, but is not limited to, the following: **Island-wide road striping as detailed in Attachment A.**

The City of Bainbridge Island reserves the right to reject any or all bids and to waive informalities in the bidding process. The contract will be awarded to the lowest responsible bidder. Bidders must meet the mandatory responsibility criteria required by RCW 39.04.350 and supplemental responsibility criteria described in the Supplemental Bidder Responsibility Criteria that are incorporated herein by reference. Bidders should verify they meet the responsibility criteria before submitting a bid.

The City of Bainbridge Island is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, national origin, or the presence of any sensory, mental, or physical disability.

**Title VI Notice:** The City of Bainbridge Island fully complies with Title VI of the Civil Rights Acts of 1964 and related statutes and regulations in all programs and activities.

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

**Americans with Disabilities Act (ADA):** Individuals requiring reasonable accommodations may request written materials in alternate formats, sign language interpreters, and physical accessibility accommodations. For more information, contact the City Clerk’s office at 206.842.2545 and/or cityclerk@bainbridgewa.gov.
PART 1. - PROPOSAL FORMS
TO: THE CITY OF BAINBRIDGE ISLAND  
City Hall  
280 Madison Avenue N.  
Bainbridge Island, WA 98110

The undersigned certifies that it has personally examined the location of the:

2017 ROAD STRIPING PROJECT

and that it understands the Contract Documents governing the work and the method by which payment will be made for the work. The undersigned proposes to undertake and complete the work embraced in this improvement in strict accordance with the Contract Documents at the rates and prices in the proposal.

The Bidder agrees to complete the work as specified, including corrections, finish, and cleanup within twenty (20) working days of the Notice to Proceed date given by the City of Bainbridge Island.

(Note: Unit prices for all items, extensions, and the total amount of the bid must be shown in ink or typewritten.)

Location of the work: Public streets within the City of Bainbridge Island shown in Attachment A

Description of the work: The work includes, but is not limited to, the following: perform pavement marking on approximately 80 miles of roadway which includes collectors and urban/rural residential roads; to include all traffic controls and environmental protection, all in accordance with the project manual and the State of Washington Standard Specification for Road and Bridge Construction, 2016 Edition.
Proposal – Items of Work and Materials to be Provided, Estimated Quantities, Units of Measurement at the Unit Bid Prices

Project: 2017 ROAD STRIPING PROJECT

Schedule for Island-wide road striping in accordance with the Contract Documents.

IMPORTANT NOTE: To be considered responsive, the Bidder shall submit a price on each and every Bid item included in the Base Bid plus all of the Alternative Bids. The lowest responsible bidder will be selected based on the Base Bid, exclusive of sales tax. The Bid Alternates will only be selected, individually or in total, if the City provides written approval within the notice of award.

*ADDITIONALLY, the Bidder is responsible for all Washington State Retail Sales Taxes that may apply to all work for building, repairing, or improving streets, roads, and related facilities, including non-motorized facilities, related storm drainage, and power for street lighting. See Section 1-07.2 for additional information.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Items of Work / Materials to be Furnished</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Unit Bid Price*</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SPCC Plan</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Project Temporary Traffic Control</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Paint Line</td>
<td>980,568</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Painted Wide Line</td>
<td>65,336</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Raised Pavement Marker Type 1</td>
<td>115</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Minor Change</td>
<td>2,500</td>
<td>DOL</td>
<td>$1.00</td>
<td>$2,500.00</td>
</tr>
</tbody>
</table>

Line A: Base Bid Total (Bid Items that include Washington State Sales Tax) $

Additive Alternative A1

<table>
<thead>
<tr>
<th>Item #</th>
<th>Items of Work / Materials to be Furnished</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Unit Bid Price*</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Raised Pavement Marker Type 2</td>
<td>2,560</td>
<td>EA</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Line B: Alternative A1 Total (Bid Items that include Washington State Sales Tax) $
**Additive Alternative A2**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Items of Work / Materials to be Furnished</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Unit Bid Price*</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Snowplowable Raised Pavement Marker</td>
<td>2,560</td>
<td>EA</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

*Bid items that include Washington State Sales Tax

Line C: Alternative A2 Total (Bid Items that include Washington State Sales Tax)  

$ 

**Additive Alternative A3**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Items of Work / Materials to be Furnished</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Unit Bid Price*</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Snowplowable Raised Pavement Marker</td>
<td>5,348</td>
<td>EA</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

*Bid items that include Washington State Sales Tax

Line D: Alternative A3 (Bid Items that include Washington State Sales Tax)  

$ 

**Note:** The Contract award will be based on the lowest responsible bidder’s Line A: Base Bid Total. The City may choose to award one or more of the Additive Alternates.

______________________________  ________________________________
Signature of Authorized Official / Date  Print – Name / Company Name
Proposal – Signature Page

A bid deposit in the amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in a form as indicated below, is attached hereto:

☐ CASHIER’S CHECK FOR ________________________ dollars made payable to the City of Bainbridge Island.

☐ POSTAL MONEY ORDER FOR ________________________ dollars made payable to the City of Bainbridge Island.

☐ BID BOND in the amount of five percent (5%) of the total bid.

ACKNOWLEDGEMENT OF ADDENDA:

Receipt is hereby acknowledged of Addendum No.(s): _____, _____, _____.

Bidder’s Name

Address

(_) Telephone

Signature of Authorized Official(s)

WA State Registration No.

City of Bainbridge Island Business License Number

WA State Unified Business Identification Number

WA State Excise Tax Registration No.

WA State Employment Security Department Number

Item must be checked

☐ A bidder must not have violated the “Off-Site Prefabricated Non-Standard Project Specific Items” reporting requirements of RCW 39.04.350(1)(f) more than one time, as determined by the Department of Labor and Industries.

Print - Name and Title(s)
STATE OF WASHINGTON  
County of____________________) ss.

Signed and sworn to before me on _________ day of______________, 2017.

__________________________________________

(Name)

Notary Public in and for the State of Washington
Residing at ________________________________
My Appointment Expires ____________________
Proposal – Non-Collusion Declaration

STATE OF WASHINGTON )
COUNTY OF _________________ ) ss
)

__________________________________________________, being first duly sworn, on her/his oath
says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or
on behalf of any person not therein named; and he/she further says that the said bidder has not directly or
indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other
person or corporation to refrain from bidding; and that said bidder has not in any manner sought by
collusion to secure an advantage over any other bidder or bidders.

__________________________________________
Bidder

__________________________________________
Print Name and Company Name

Subscribed and sworn to before me this ______ day of ____________, 2017.

__________________________________________
(Name)

Notary Public in and for the State of Washington,
residing at ________________________________

My appointment expires: ______________________
Proposal Bond

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ____________________________ (Bidder), as PRINCIPAL, and ____________________________ (Bonding Company), as Surety, are held firmly bound unto the CITY OF BAINBRIDGE ISLAND (CONTRACTING AGENCY), as Obligee, in the penal sum of ____________________________ dollars, for the payment of which the PRINCIPAL and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the PRINCIPAL for the City of Bainbridge Island, 2017 ROAD STRIPING PROJECT, according to the terms of the proposal or bid made by the PRINCIPAL therefore, and the PRINCIPAL shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee, then this obligation shall be null and void. If the PRINCIPAL fails to enter into such contract with the Obligee, then upon demand by the Obligee, the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS ____________ day of ____________, 2017.

By ____________________________

PRINCIPAL

By ____________________________

Surety

____________________________________________________________________________________

Bidder Name

____________________________________________________________________________________

An original notarized power of attorney for the surety’s officer empowered to sign the bond must be attached to the bond.
Proposal – Statement of Bidders Qualifications

Each bidder submitting a proposal on work included in these specifications shall prepare and submit as part of its bid, the following data (attach additional sheets as necessary):

1. Name of Bidder: ________________________________________________________________
2. Permanent Business Address: ______________________________________________________
3. Telephone: (____) ______________________________________________________________
4. When Organized: __________. If corporation, where incorporated? ________________
5. Number of years engaged in the contracting business under present name? ______________
6. List any other names used and number of years in the contracting business: ______________

7. Background and experience of the PRINCIPAL members of organization, including officers:
   _____________________________________________________________________________

8. General character of work performed by company: _______________________________________
   _____________________________________________________________________________

9. List experience in construction work similar in nature to this project: _______________________
   _____________________________________________________________________________

10. Contracts on Hand: (Schedule these, showing dollar amount for each contract and anticipated completion dates): ________________________________
    _____________________________________________________________________________

11. List major projects constructed in past five years. (List owner’s name/address/phone #, project names, approximate cost, and the month and year completed): ________________________________
    _____________________________________________________________________________

12. List major equipment (in satisfactory working condition) available for this contract: 
    _____________________________________________________________________________

13. List all previous projects you have undertaken which have resulted in partial or final settlement of the contract by arbitration or litigation? List owner’s name/address/phone and reason for default, total claims arbitrated or litigated, and amount of settlement of claims: 
    _____________________________________________________________________________

14. Explain any past, ongoing, or current business or personal dealings with the City of Bainbridge Island or any consultants and/or representatives of the City: ________________________________
    _____________________________________________________________________________
15. Credit Available as of the date of this statement: $__________________________

16. Bank Reference(s) - List bank(s) name/address/phone #, account #, and contact person:

________________________________________________________________________

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Bainbridge Island?  [ ] Yes  [ ] No

18. The undersigned authorizes any person, firm, or corporation to furnish additional information requested by the City of Bainbridge Island to verify the information provided by the Bidder in this Statement of Bidder's Qualifications.

   Dated this ___________ day of ______________, 2017.

   ____________________________
   Signature of Bidder

   ____________________________
   Print - Company Name and Title

STATE OF WASHINGTON    )
County of ________________    ) ss.
) )

____________________________________ being duly sworn deposes and says that he/she is __________________________________________ of _________________________ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Signed and sworn to before me this __________ day of ________________________, 2017.

______________________________
(Name)

Notary Public in and for the State of Washington,

residing at ________________________________

My appointment expires: __________________________
Proposal – Statement of Proposed Subcontractors

1. The Bidder shall submit with the bid, or within one (1) hour after the time for submittal of sealed bids, the names of all subcontractors, in accordance with RCW 39.30.060. In addition to the minimum requirements of RCW 39.30.060, this requirement applies regardless of the monetary amount of the bid and to all trades listed. The list shall include the name of the subcontractor, the category of work to be performed by the subcontractor, the contract value of the work to be performed, and the percentage of the total bid price which is comprised of such subcontractor’s work. Failure to submit this list shall render the Bidder’s bid nonresponsive and, therefore, void. The form provided below may be used or a separate form submitted, provided it complies with the general format set forth below. If a separate form is used, the Bidder’s name must be set forth on the form. The successful bidder must have the written permission of the City of Bainbridge Island to make any changes to the list submitted, which permission may be withheld unless the Bidder provides justification sufficient to the City for such change. To prevent bid shopping after the award of the bid, the Bidder’s ability to subcontract the intended work at a lesser price than that set forth in the list shall not, in and of itself, be deemed reasonable justification.

### SUBCONTRACTOR LISTING

<table>
<thead>
<tr>
<th>Work Category</th>
<th>Subcontractor Name</th>
<th>Contract Value</th>
<th>% of Contract Price</th>
</tr>
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<tbody>
<tr>
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<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. After award of the Contract, the Bidder to whom the Contract is awarded must submit, prior to starting the work, a list of all subcontractors the Contractor intends to use on the Project, regardless of the value of the work such subcontractor will be performing. The list shall contain the name of the subcontractor, the category of work to be performed by the subcontractor, the Contract value of the work to be performed by the subcontractor, and the percentage of the total Contract price which is comprised of such subcontractor’s work. The list shall be set forth in the general format set forth below. The Contractor must have the written permission of the City of Bainbridge Island to make any changes to this list, which permission will not be unreasonably withheld provided that the subcontractor’s work comprises less than 10% of the total contract price.
## Subcontractor Listing (All Subcontractors)

<table>
<thead>
<tr>
<th>Work Category</th>
<th>Subcontractor Name</th>
<th>Contract Value</th>
<th>% of Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$</td>
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</tbody>
</table>

Totals
Bidder’s Checklist

THE BIDDER’S ATTENTION IS ESPECIALLY CALLED TO THE FOLLOWING FORMS THAT MUST BE EXECUTED IN FULL AS REQUIRED AT TIME OF BID:

1. Proposal – Items of Work and Materials to be Provided, Estimated Quantities, Units of Measurement at the Unit Bid Prices
   This form is to be submitted with the proposal; the lump sum and unit prices must be shown in the space(s) provided. Show all costs in numerical figures.

2. Proposal – Signature Page
   This form is to be submitted with the proposal; Bidder indicates form of bid bond and acknowledges addenda. Form must be notarized.

3. Proposal – Non-Collusion Declaration
   This form is to be completed by the bidder and submitted with the proposal.

4. Proposal Bond
   This form is to be executed by the bidder and the surety company unless bid is accompanied by a cashier’s check, postal money order, or surety bond. The amount of this bond shall not be less than five percent (5%) of the total amount of bid and may be shown in dollars or on a percentage basis.

5. Proposal – Statement of Bidders Qualifications
   This form is to be completed by the bidder and submitted with the proposal.

6. Proposal – Statement of Proposed Subcontractors
   This statement must be submitted as part of the bid or within one hour of the published bid submittal time.

THE FOLLOWING FORMS ARE TO BE EXECUTED IN CONJUNCTION WITH THE CONTRACT AWARD WITHIN 14 CALENDAR DAYS AFTER AWARD DATE:

1. Contract
   This agreement to be executed by the successful bidder (Contractor).

2. Payment & Performance Bonds
   To be executed by the successful Contractor and Contractor’s surety company.

3. Certificate of Insurance
   Form to be furnished by Bidder’s insurance company. Cancellation notice per the Specifications by certified mail and Hold Harmless Statement required. A copy of the endorsement naming the City and the Contractor as additional insured(s) must be attached to the Certificate of Insurance.

4. Indemnity Agreement
5. Declaration of Option for Management of Statutory Retained Percentage

6. Statement of Intent to Pay Prevailing Wages
   To be submitted by Contractor and all subcontractors.

7. Evidence that a City Business License has been obtained (or applied for)

8. Progress Schedule

9. Traffic Control Schedule

10. Itemized Schedule of Costs
    To be submitted by Contractor before first progress payment can be made. See Measurement and Payment Section.

11. List of Subcontractors

THE FOLLOWING ITEMS MUST BE RECEIVED BY THE CONTRACTING AGENCY PRIOR TO AND AS A CONDITION OF FINAL ACCEPTANCE OF THE PROJECT:

1. Maintenance Bond

2. Guarantee Form

3. Affidavit of Wages Paid
   Submitted by Contractor and all subcontractors.

4. Release of Liens

5. As-Built Drawings

6. Operation and Maintenance Manuals, Equipment Warranties
PART 2. - CONTRACT FORMS
Contract

CONTRACT FOR CONSTRUCTION

THIS CONSTRUCTION CONTRACT (“Contract”), made the __ day of _________________, 2017, by and between the City of Bainbridge Island (“City” and/or “CONTRACTING AGENCY”) and ______________________ (“CONTRACTOR”).

WITNESSETH:

WHEREAS, the CONTRACTING AGENCY has caused the Project Manual, Specifications, Drawings, and other contract documents to be prepared for certain Work as described therein, known as the 2017 ROAD STRIPING PROJECT; and

WHEREAS, the CONTRACTOR has offered to perform the proposed Work in accordance with the terms of the Contract Documents including but not limited to this Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the CONTRACTOR hereby agrees that the foregoing recitals are true and correct and are incorporated into this Contract and to complete the Work at the price and on the terms and conditions herein contained. The CONTRACTING AGENCY agrees to pay the CONTRACTOR the contract price of _____________________ ($___________00) (“Contract Price”) for the fulfillment of the Work and the performance of the covenants set forth herein.

The further terms, conditions, and covenants of this Contract are set forth in the following documents, all of which are component parts of this Contract as if set out in full, and if not attached, as if hereto attached collectively referred to as the “Contract Documents”:

1. This Contract, including the form “Proposal – Items of Work and Materials to be Provided, Estimated Quantities, Units of Measurement at the Unit Bid Prices
2. The Standard Specifications for Road, Bridge and Municipal Construction, 2016 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”)
3. Amendments to the Standard Specifications
4. Indemnity and Insurance Agreement
5. Special Indemnity and Insurance Agreement
6. Prevailing Wage Schedules and Regulations
7. Specifications, Drawings, Details, and all other Documents contained in and made applicable by this Contract and the Project Manual
8. All Plans, Drawings, Specifications, and Addenda issued prior to the Bid Opening Date.

The CONTRACTING AGENCY and the CONTRACTOR recognize that time is of the essence of this Contract and that the CONTRACTING AGENCY will suffer financial loss if the Work is not completed within the time specified in this Contract. Therefore, the parties agree that the liquidated damages provisions of the Standard Specifications as modified herein shall apply and that those provisions have been mutually negotiated.

CONTRACTOR’s Initials: _______ _____

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The CONTRACTOR hereby warrants and represents it has reviewed, understands, and agrees to the terms and conditions of this Contract, all Addenda, and the Standard Specifications as modified by the Amendments and Special Provisions and all other Documents contained in the Project Manual and incorporated herein by reference. The person executing this Contract warrants and represents that they are fully authorized to execute this Contract.

All parties agree that the State of Washington is hereby named as an express third-party beneficiary of this Contract, with all rights as such.

THE CONTRACTOR AGREES TO RETURN THIS EXECUTED CONTRACT AND OTHER REQUIRED DOCUMENTS TO THE CONTRACTING AGENCY as required by the Standard Specifications as modified herein, and to return the DECLARATION OF OPTION OF MANAGEMENT OF STATUTORY RETAINED PERCENTAGE AT THE SAME TIME.

IN WITNESS WHEREOF, this Contract has been executed on the day and year above written.

CONTRACTOR:

By: ______________________________

Its: ______________________________

Date: ______________________________

CITY OF BAINBRIDGE ISLAND:

By: ______________________________

    Douglas Schulze, City Manager

Date: ______________________________
Payment Bond

KNOW ALL PEOPLE BY THESE PRESENTS:       BOND NO.: ______________________

That we, ____________________________, the CONTRACTOR, herein referred to as PRINCIPAL, and ____________________________, as SURETY, are held and firmly bound unto THE CITY OF BAINBRIDGE ISLAND (hereinafter the “OWNER”) in the full sum of ____________________________ dollars ($_________________), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas, the PRINCIPAL has entered into an agreement in writing with the OWNER, dated _______________ 2017, for the construction the City of Bainbridge Island, 2017 ROAD STRIPING PROJECT, according to the terms, conditions, and covenants specified in the Contract including all of the Contract Documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein, and

WHEREAS, it is understood and made a part of the consideration for this obligation that the OWNER shall have the right to sue on this bond in its own name to recover for any loss, injury, damage, or liability whatsoever sustained or incurred by it by reason of the PRINCIPAL’s failure to pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons and such PRINCIPAL or subcontractors with provisions and supplies for the carrying on of such Work as defined and required by chapter 39.08 RCW, any breach of the contract documents, or of any provision in this bond, in the same manner and to the same extent as though this obligation ran directly to the OWNER.

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements for payment of all persons laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons and such PRINCIPAL or subcontractors with provisions and supplies for the carrying on of such Work as required by chapter 39.08 RCW and shall indemnify and save harmless OWNER from all cost and damage by reason of the PRINCIPAL’s default or failure to do so, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect and SURETY will be obligated to pay such person or persons as required by chapter 39.08 RCW.

IT IS FURTHER DECLARED AND AGREED that the SURETY hereby further stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the Work to be performed thereunder, or the Project Specifications shall in any way affect its obligation on this Bond, and the SURETY hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract, the Work, or the Project Specifications. SURETY hereby attaches an original Power of Attorney verifying the authority of the person(s) executing this Bond on behalf of the SURETY.
Sealed and dated this ______ day of ____________, 2017.

PRINCIPAL:

By: ______________________________________
    (Print Name)

Signature: ________________________________

Title: ________________________________

SURETY:

By: ______________________________________
    (Print Name)

Signature: ________________________________

Title: ________________________________

Address: ________________________________

______________________________

Attachments: Original Surety Power of Attorney
Performance Bond

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, __________________________, the CONTRACTOR, herein referred to as PRINCIPAL, and __________________________, as SURETY, are held and firmly bound unto THE CITY OF BAINBRIDGE ISLAND (hereinafter the “OWNER”) in the full sum of __________________________ dollars ($______________), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas, the PRINCIPAL has entered into an agreement in writing with the OWNER, dated ______________ 20__, for the construction the City of Bainbridge Island, 2017 ROAD STRIPING PROJECT, according to the terms, conditions and covenants specified in the Contract including all of the Contract Documents therein referred to, which are hereby referred to and made a part hereof as fully and completely as though set forth in detail herein, and

WHEREAS, it is understood and made a part of the consideration for this obligation that the OWNER shall have the right to sue on this bond in its own name to compel performance by the SURETY and to recover for any loss, injury, damage, or liability whatsoever sustained or incurred by it by reason of the Principal’s failure to perform all requirements and obligations under the Contract as defined by the Contract Documents in the same manner and to the same extent as though this obligation ran directly to the OWNER.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements under the Contract and the Contract Documents and save harmless OWNER from all cost and damage by reason of the Principal’s default or other failure to do so, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect and SURETY will be obligated to perform or pay to have performed any and all such obligations not performed by the Principal in accord with the Contract Documents in the same manner and to the same extent as the Principal.

IT IS FURTHER DECLARED AND AGREED that the SURETY hereby further stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the Work to be performed thereunder, or other Contract Documents shall in any way affect its obligation on this Bond, and the SURETY hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract, the Work, or other Contract Documents. SURETY hereby attaches an original Power of Attorney verifying the authority of the person(s) executing this Bond on behalf of the SURETY.
Sealed and dated this _______ day of ____________, 2017.

PRINCIPAL:

By: ________________________________  
    (Print Name)

Signature: __________________________

Title: ______________________________

SURETY:

By: ________________________________  
    (Print Name)

Signature: __________________________

Title: ______________________________

Address: ____________________________

__________________________________

Attachments: Original Surety Power of Attorney
Maintenance Bond

Bond No. ___________________________

WHEREAS, ________________________________, hereinafter referred to as “PRINCIPAL,” has constructed and installed certain improvements in connection with a project known as City of Bainbridge Island 2017 ROAD STRIPING PROJECT on sites located within the City of Bainbridge Island, hereinafter referred to as the “City”; and,

WHEREAS, in order to provide security for the obligation of the PRINCIPAL to repair or replace any improvement(s) which prove(s) defective within two (2) years of acceptance of the improvement(s) by the City and to enable the City to release the performance bond provided in connection with said improvements, this bond has been secured and is hereby submitted to the City.

NOW THEREFORE, the undersigned PRINCIPAL and ____________________________, a corporation authorized to transact surety business in the State of Washington, hereinafter referred to as the “Surety,” agree and bind themselves, their heirs, executors, administrators, and assigns, unto the City in the amount of __________________________ dollars ($__________), that being Twenty Percent (20%) of the total project construction costs, according to the following terms and conditions:

1. The PRINCIPAL and SURETY agree that in the event any of the improvements installed by the PRINCIPAL or SURETY pursuant to the above references plans, conditions, and file fail to remain free from defects in materials, workmanship, or installation, or in the case of landscaping, fail to survive, for a period of two (2) years from the date of acceptance of the installation by the City, then the SURETY shall, within twenty (20) days, demand of the City make a written commitment to the City that it will either:

   (a) Remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City, or

   (b) Tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

The SURETY shall then fulfill its obligations under this bond, according to the option it as selected.

If the SURETY elects option (b), then upon completion of the remedy the City shall notify the SURETY of the actual costs of the remedy. The City shall return, without interest, any overpayment made by the SURETY, and the SURETY shall pay to the City any actual costs which exceed the City’s estimate, limited to the bond amount.

2. If the PRINCIPAL fails to make repairs or provide maintenance within the time period requested by the City, its employees and agents are hereby authorized to enter onto said property and to perform such work. This provision shall not be construed as creating any obligation on the party of the City or its representatives.

3. In the event that any lawsuit is instituted to enforce the terms of this bond or to determine the rights of any party hereunder, the prevailing party is such litigation shall be entitled to recover from the losing party its costs, including reasonable attorneys’ fees, incurred as a result of such lawsuit.
4. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the SURETY or the PRINCIPAL.

DATED this _______ day of _______________________, 2017.

PRINCIPAL:

By: __________________________
   (Print Name)

Signature: __________________________

Title: __________________________

SURETY: __________________________

By: __________________________
   (Print Name)

Signature: __________________________

Title: __________________________

Address: __________________________
                 __________________________

Attachments:

Original, notarized power of attorney for the surety’s officer empowered to sign the bond must be attached to the bond.
Declaration of Option for Management of Statutory Retained Percentage Under Chapter 60.28 RCW

The Contractor shall declare an option for management of the statutory retained percentage for this Contract by affixing signature and date to one of the following three options in accordance with RCW 60.28.011(4) and subject to the conditions of the Measurement and Payment Section. The Contractor may also have some or all of the retained percentage released by tendering a retainage bond acceptable to the Owner in accord with RCW 60.28.011(6).

☐ I hereby elect to have the retained percentage of this Contract HELD IN A FUND by the City of Bainbridge Island in accord with RCW 60.28.011(4)(a).

Date: ______________________  Signed: __________________________________________

☐ I hereby elect to have the City of Bainbridge Island deposit the retained percentage of this contract in an INTEREST BEARING ACCOUNT in accord with RCW 60.28.011(4)(b).

Date: ______________________  Signed: __________________________________________

☐ I hereby elect to have the City of Bainbridge Island PLACE IN ESCROW the retained percentage of this contract in accord with RCW 60.28.011(4)(c). If this option is chosen, the Contractor must designate a repository acceptable to owner as follows:

I hereby designate __________________________________________ as the repository for the escrow of said funds. The terms of which are specified by a separate escrow agreement. The cost of the investment program and the risk thereof is to be borne entirely by the Contractor. All investments selected are subject to City approval. Prior to the City of Bainbridge placing any monies in an escrow account, the Contractor shall provide an original signed escrow agreement from the repository with a letter stating their acceptance of the account, the account number, the nature of the investments to be made, and a statement that they will not release any funds until authorized in writing by the City of Bainbridge Island. When the monies reserved are to be placed in escrow, the City of Bainbridge Island will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City of Bainbridge Island and the bonds and securities held in escrow.

Date: ______________________  Signed: __________________________________________

☐ I hereby elect to tender a retainage bond for some or all of the retained percentage in accord with RCW 60.28.011(6). Such bond shall be issued by a surety accepted for business in this state by the Washington Insurance Commissioner and with an A.M. Best rating of at least B plus and otherwise acceptable by the City of Bainbridge Island.

Date: ______________________  Signed: __________________________________________
Indemnity and Insurance Agreement

INDEMNITY AND INSURANCE PROVISIONS

The Contractor agrees to comply with the following Indemnity and Insurance Provisions. To the extent that any of the provisions of the Contract documents conflict with any of the provisions set forth in this Indemnity Agreement and Insurance (“Agreement”) section, this section shall govern.

Indemnification / Hold Harmless

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement 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 City, its officers, officials, employees, and volunteers, the Contractor’s liability, including the duty and cost to defend hereunder, shall be only to the extent of the Contractor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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 from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

B. No Limitation

The Contractor’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor shall obtain insurance of the types and coverage described below:

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

2. Commercial General Liability insurance shall be 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 a 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 City shall be named as an additional insured under the Contractor’s Commercial General Liability insurance policy with respect to the work performed for the City 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 coverage.

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

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 $1,000,000 each occurrence, $2,000,000 general aggregate.

E. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City 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 Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor’s Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be 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 City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors’ coverage.
I. **Subcontractors’ Insurance**

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, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City 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.

J. **Notice of Cancellation**

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

K. **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 City may, after giving five (5) business days’ notice to the Contractor to correct the breach, immediately terminate this Agreement 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 City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

L. **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, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

**CONTRACTOR**

______________________________________

Print – Name of Company

By _________________________________

Its _________________________________

Attest: If Corporation

Corporate Seal: _______________________

___________________________________

Title

WITNESS, If Individual or Partnership: __________________________
SPECIAL INDEMNITY AND INSURANCE AGREEMENT

The Contractor agrees to comply with the following Special Indemnity and Insurance Provisions. To the extent that any of the provisions of the Contract documents conflict with any of the provisions set forth in these Special Indemnity and Insurance Provisions, these Special Indemnity and Insurance Provisions shall govern.

**Extended Coverage for Completed Operations**

Contractor shall maintain Commercial General Liability completed operations coverage for a period of three (3) years following substantial completion of the work for the benefit of the City by naming the City an additional insured using Additional Insured-Completed Operations endorsement CG 20 37 10 01 or an endorsement providing at least as broad coverage.

**Environmental Risks**

*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 City 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 City 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 City 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.
CONTRACTOR

__________________________________________
Print - Name of Company

By _______________________________________

Its _______________________________________

Date: ______________________________________

ATTEST: If Corporation
Corporate Seal: ______________________________

__________________________________________
TITLE

WITNESS, If Individual or Partnership: ______________________________
Minimum Wage Affidavit

CITY OF BAINBRIDGE ISLAND  )
COUNTY OF _________________  ) ss

I, the undersigned, having been duly sworn, depose, say and certify that in connection with the performance of the work, payment for which each voucher is submitted, I have paid the following rate per hour for each classification of laborers, workmen, or mechanics, as indicated upon the attached list, now referred to and by such reference incorporated in and made an integral part hereof, for all such employed in the performance of such work; and no laborer, workman, or mechanic so employed upon such work has been paid less than the prevailing rate of wages or less than the minimum rate of wages as specified in the principal contract; that I have read the above and foregoing statement and certificate, know the contents thereof and the substance as set forth therein is true to my knowledge and belief.

________________________________________
Contractor

Subscribed and sworn to before me on this ____ day of _____________, 2017.

________________________________________
Notary Public in and for the State of Washington,

residing at ________________________________

My Appointment expires:____________________
Guarantee Form

CITY OF BAINBRIDGE ISLAND
280 Madison Avenue N.
Bainbridge Island, Washington 98110

Subject: City of Bainbridge Island Island-Wide Asphalt Repair Project

To Whom It May Concern:

The undersigned Contractor hereby guarantees and warrants the complete construction and installation of all work, systems, and apparatus done and performed in connection with the above referenced Project to be free from defects in materials and workmanship for a period of two (2) years from the date of final acceptance of the entire Project. The undersigned agrees to remedy and correct at its own expense any such defects appearing during that period of time due to unsatisfactory materials or workmanship, and will pay for any and all damage which may occur to other aspects of the work or the Project which may result from the occurrence of such defects or the correction of the same. It is understood that partial or entire use of the Project by the City of Bainbridge Island shall not constitute final acceptance of the Project.

This Guarantee and its acceptance by the City of Bainbridge Island shall in no way be deemed a waiver by the City of Bainbridge Island of any rights or remedies (or time limits in which to enforce said rights or remedies) it may have against the undersigned for defective workmanship or defective materials under the laws of this State pertaining to acts of negligence.

This Guarantee shall not be interpreted as holding the undersigned responsible for any deterioration of the work or the Project due to normal use or abuse of the work by the City of Bainbridge Island.

________________________________________
Contractor Signature

________________________________________
Date

________________________________________
Print - Company Name - Title
PART 3. - AMENDMENTS TO THE STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS
AMENDMENTS TO THE STANDARD SPECIFICATIONS
INTRODUCTION
The following Amendments and Special Provisions shall be used in conjunction with the 2016 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.

1-01.AP1
Section 1-01, Definitions and Terms
August 1, 2016
1-01.3 Definitions
The following new term and definition is inserted after the eighth paragraph:

Cold Weather Protection Period – A period of time 7 days from the day of concrete placement or the duration of the cure period, whichever is longer.

1-02.AP1
Section 1-02, Bid Procedures and Conditions
April 4, 2016

1-02.4(1) General
The first sentence of the last paragraph is revised to read:

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business on the Thursday preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.9 Delivery of Proposal
The last sentence of the third paragraph is revised to read:

The Contracting Agency will not open or consider any Proposal when the Proposal or Bid deposit is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals unless an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received.

The following new paragraph is inserted before the last paragraph:

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

1-02.12 Public Opening of Proposals
This section is supplemented with the following new paragraph:

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be opened at the time indicated in the call for Bids the time specified for opening of Proposals will be deemed to be extended to the same time of day on the first work day on which the normal work processes of the Contracting Agency resume.

1-04.AP1
Section 1-04, Scope of the Work
January 3, 2017

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
The following new paragraph is inserted before the second to last paragraph:

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Bid advertisement date, unless otherwise stated or as required by law.

1-04.3 Reference Information
This section is supplemented with the following new sentence:

If a document that is provided as reference information contains material also included as a part of the Contract, that portion of the document shall be considered a part of the Contract and not as Reference Information.

1-06.AP1
Section 1-06, Control of Material
January 4, 2016

This section is supplemented with the following new section and subsections:

1-06.6 Recycled Materials
The Contractor shall make their best effort to utilize recycled materials in the construction of the project; the use of recycled concrete aggregate as specified in Section 1-06.6(1)A is a requirement of the Contract.

The Contractor shall submit a Recycled Material Utilization Plan as a Type 1 Working Drawing within 30 calendar days after the Contract is executed. The plan shall provide the Contractor’s anticipated usage of recycled materials for meeting the requirements of these Specifications. The quantity of recycled materials will be provided in tons and as a percentage of the Plan quantity for each material listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material. When a Contract does not include Work that requires the use of a material that is included in the requirements for using
materials the Contractor may state in their plan that no recycled materials are proposed for use.

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.

1-06.6(1) Recycling of Aggregate and Concrete Materials

1-06.6(1)A General
The minimum quantity of recycled concrete aggregate shall be 25 percent of the total quantity of aggregate that is incorporated into the Contract for those items listed in Section 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material that allow the use of recycled concrete aggregate. The percentage of recycled material incorporated into the project for meeting the required percentage will be calculated in tons based on the quantity of recycled concrete used on the entire Contract and not as individual items.

If the Contractor’s total cost for Work with recycled concrete aggregate is greater than without the Contractor may choose to not use recycled concrete aggregate. When the Contractor does not meet the minimum requirement of 25 percent recycled concrete aggregate for the Contract due to costs or any other reason the following shall be submitted:

1. A cost estimate for each material listed in Section 9-03.21(1)E that is utilized on the Contract. The cost estimate shall include the following:

   a. The estimated costs for the Work for each material with 25 percent recycled concrete aggregate. The cost estimate shall include for each material a copy of the price quote from the supplier with the lowest total cost for the Work.

   b. The estimated costs for the Work for each material without recycled concrete aggregate.

The Contractor’s cost estimates shall be submitted as an attachment to the Recycled Materials Reporting form.

1-07.AP1
Section 1-07, Legal Relations and Responsibilities to the Public
January 3, 2017

1-07.1 Laws to be Observed
In the second to last sentence of the third paragraph, “WSDOT” is revised to read “Contracting Agency”.

1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax
The last three sentences of the first paragraph are deleted and replaced with the following new sentence:
The Contractor (Prime or Subcontractor) shall include sales or use tax on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project, in the unit bid prices.

1-07.3(1) Forest Fire Prevention
This section is supplemented with the following new subsections:

1-07.3(1)A Fire Prevention Control and Countermeasures Plan
The Contractor shall prepare and implement a project-specific fire prevention, control, and countermeasures plan (FPCC Plan) for the duration of the project. The Contractor shall submit a Type 2 Working Drawing no later than the date of the preconstruction conference.

1-07.3(1)A1 FPCC Plan Implementation Requirements
The Contractor’s FPCC Plan shall be fully implemented at all times. The Contractor shall update the FPCC Plan throughout project construction so that the plan reflects actual site conditions and practices. The Contractor shall update the FPCC Plan at least annually and maintain a copy of the updated FPCC Plan that is available for inspection on the project site. Revisions to the FPCC Plan and the Industrial Fire Precaution Level (IFPL) shall be discussed at the weekly project safety meetings.

1-07.3(1)A2 FPCC Plan Element Requirements
The FPCC Plan shall include the following:

1. The names, titles, and contact information for the personnel responsible for implementing and updating the plan.

2. The names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a fire.

3. All potential fire causing activities such as welding, cutting of metal, blasting, fueling operations, etc.

4. The location of fire extinguishers, water, shovels, and other firefighting equipment.

5. The response procedures the Contractor shall follow in the event of a fire.

Most of Washington State is covered under the IFPL system which, by law, is managed by the Department of Natural Resources (DNR). It is the Contractor’s responsibility to be familiar with the DNR requirements and to verify whether or not IFPL applies to the specific project.

If the Contractor wishes to continue a work activity that is prohibited under an industrial fire precaution level, the Contractor shall obtain a waiver from the DNR and provide a copy to the Engineer prior to continuation of work on the project.

If the IFPL requirements prohibit the Contractor from performing Work the Contractor may be eligible for an unworkable day in accordance with Section 1-08.5.

The Contractor shall comply with the requirements of these provisions at no additional cost to the Contracting Agency.
1-07.8 High-Visibility Apparel
The last paragraph is revised to read:

High-visibility garments shall be labeled as, and in a condition compliant with the ANSI/ISEA 107 (2004 or later version) and shall be used in accordance with manufacturer recommendations.

1-07.8(1) Traffic Control Personnel
In this section, references to “ANSI/ISEA 107-2004” are revised to read “ANSI/ISEA 107”.

1-07.8(2) Non-Traffic Control Personnel
In this section, the reference to “ANSI/ISEA 107-2004” is revised to read “ANSI/ISEA 107”.

1-07.9(2) Posting Notices
Items 1 and 2 are revised to read:


Items 5, 6 and 7 are revised to read:

5. WHD 1420 (revised 02/13) – Employee Rights and Responsibilities Under the Family and Medical Leave Act published by US Department of Labor. Post on all projects.

6. WHD 1462 (revised 01/16) – Employee Polygraph Protection Act published by US Department of Labor. Post on all projects.


Items 9 and 10 are revised to read:


1-07.15(1) Spill Prevention, Control, and Countermeasures Plan
The second sentence of the first paragraph is deleted.

The first sentence of the second paragraph is revised to read:
The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11.

Item number four of the fourth paragraph (up until the colon) is revised to read:

4. **Potential Spill Sources** – Describe each of the following for all potentially hazardous materials brought or generated on-site, including but not limited to materials used for equipment operation, refueling, maintenance, or cleaning:

The first sentence of item 7e of the fourth paragraph is revised to read:

   BMP methods and locations where they are used to prevent discharges to ground or water during mixing and transfer of hazardous materials and fuel.

The last paragraph is deleted.

1-08.AP1
Section 1-08, Prosecution and Progress
January 3, 2017

1-08.1 **Subcontracting**
The second sentence of the second to last paragraph is revised to read:

   Whenever the Contractor withholds payment to a Subcontractor for any reason including disputed amounts, the Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting Agency identifying the reason for the withholding and a clear description of what the Subcontractor must do to have the withholding released.

The fourth sentence of the second to last paragraph is revised to read:

   The Monthly Payment Summary shall include all Subcontractors that performed work that was paid on the progress estimate by the Contracting Agency.

1-08.1(1) **Prompt Payment, Subcontract Completion and Return of Retainage Withheld**
In item number 5 of the first paragraph, “WSDOT” is revised to read “Contracting Agency”.

The last sentence in item number 11 of the first paragraph is revised to read:

   The Contractor may also require any documentation from the Subcontractor that is required by the subcontract or by the Contract between the Contractor and Contracting Agency or by law such as affidavits of wages paid, and material acceptance certifications to the extent that they relate to the Subcontractor’s Work.

Item number 12 of the first paragraph is revised to read:

12. If the Contractor fails to comply with the requirements of the Specification and the Subcontractor’s retainage or retainage bond is wrongfully withheld, the Contractor will be subject to the actions described in No. 7 listed above. The Subcontractor may also seek recovery against the Contractor under applicable prompt pay statutes in addition to any other remedies provided for by the subcontract or by law.
1-08.5 Time for Completion
In item 2c of the last paragraph, “Quarterly Reports” is revised to read “Monthly Reports”.

1-09.AP1
Section 1-09, Measurement and Payment
April 4, 2016

1-09.6 Force Account
The second sentence of item number 4 is revised to read:

A “specialized service” is a work operation that is not typically done by worker classifications as defined by the Washington State Department of Labor and Industries and by the Davis Bacon Act, and therefore bills by invoice for work in road, bridge and municipal construction.

1-10.AP1
Section 1-10, Temporary Traffic Control
January 3, 2017

1-10.1(2) Description
The first paragraph is revised to read:

The Contractor shall provide flaggers and all other personnel required for labor for traffic control activities that are not otherwise specified as being furnished by the Contracting Agency.

In the third paragraph, “Project Engineer” is revised to read “Engineer”.

The following new paragraph is inserted after the third paragraph:

The Contractor shall keep lanes, on-ramps, and off-ramps, open to traffic at all times except when Work requires closures. Ramps shall not be closed on consecutive interchanges at the same time, unless approved by the Engineer. Lanes and ramps shall be closed for the minimum time required to complete the Work. When paving hot mix asphalt the Contractor may apply water to the pavement to shorten the time required before reopening to traffic.

1-10.3(2)C Lane Closure Setup/Takedown

The following new paragraph is inserted before the last paragraph:

Channelization devices shall not be moved by traffic control personnel across an open lane of traffic. If an existing setup or staging of traffic control devices require crossing an open lane of traffic, the traffic control devices shall be taken down completely and then set up in the new configuration.
Division 1  
General Requirements  

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, 2016 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)  
(May 1, 2013 COBI 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.

DESCRIPTION OF WORK  

(March 13, 1995)  
This Contract provides for the improvement of ***Island-wide road striping*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

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.

**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.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders
Delete this section and replace it with the following:

(******)
1-02.1(1) Bidder Responsibility Criteria

A. Mandatory Bidder Responsibility Criteria: It is the intent of Owner to award a contract to the low responsible bidder. Pursuant to RCW 39.04.350(1), before award, the Bidder must meet the following Bidder responsibility criteria to be considered a responsible bidder:
1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Shall be active and in good standing with the Washington State Secretary of State's Office, the Department of Revenue and the Department of Labor & Industries;
4. If applicable:
   a. Have Industrial Insurance (workers’ compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;
   b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
   c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
   d. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
   e. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.
   f. Until December 31, 2013 not have violated section 1 of EHB 2805 more than one time as determined by the department of labor and industries [See, EHB 2805, Ch. 276, Laws of 2010, (amending RCW 39.04.350) This criterion applies only to contracts executed after September 1, 2010 and before December 31, 2013.

B. Supplemental Bidder Responsibility Criteria: In addition to the mandatory bidder responsibility criteria referenced above, each bidder must also meet the following supplemental bidder responsibility criteria applicable to the Project. With its bid, each Bidder shall be required by the Owner to submit documentation demonstrating compliance with the following supplemental bidder criteria.

1. Completion of Similar Projects

   a. Criterion: The Bidder shall have successfully completed five (5) projects of a similar size and scope as required by the contract documents for this project. In evaluating whether the projects were “successfully completed,” the Owner may check owner references for the previous projects and may evaluate the owner’s assessment of the Bidder’s performance, including but not limited to the following areas:

      • Quality control;
      • Safety record;
      • Timeliness of performance;
      • Use of skilled personnel;
      • Management of subcontractors;
      • Availability of and use of appropriate equipment;
      • Compliance with contract documents;
      • Management of submittals process, change orders, and close-out.

   b. Similar Size & Scope: means the project meets all of the following criteria, at a minimum:
The contractor must have completed ……

c. Documentation: Submit a list of projects of similar size and scope to this project as described above, completed within the last five (5) years. The information about each project shall include the following:

- Owner’s name and contact information for the owner’s representative;
- Awarded contract amount;
- Final contract amount;
- Square footage of the project;
- Date completed;
- A description of the scope of the project and how the project is similar to this project.


The Bidder may be found to be not responsible if the Owner determines in its sole discretion that Bidder does not meet all requirements of Standard Specification 1-02.14 subsections (1) through (9). The Owner may request the apparent lowest Bidder to submit documentation verifying compliance with this supplemental criteria.

C. Subcontractor Responsibility:

1. Mandatory Subcontractor Responsibility Criteria: At the time of subcontract execution, the Successful Bidder shall verify that each of its first tier subcontractors meets the following mandatory bidder responsibility criteria:

a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;

b. Have a current Washington Unified Business Identifier (UBI) number;

c. Shall be active and in good standing with the Washington State Secretary of State’s Office, the Department of Revenue and the Department of Labor & Industries;

d. If applicable:

   i. Have Industrial Insurance (workers’ compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;

   ii. Have a Washington Employment Security Department number, as required in Title 50 RCW;

   iii. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

e. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

2. Supplemental Subcontractor Responsibility Criteria
3. The Successful Bidder shall require each of its subcontractors meet the mandatory responsibility criteria of RCW 39.04.350. Upon request of the Owner, the successful Bidder shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the mandatory subcontractor responsibility criteria. The requirements of the mandatory responsibility criteria section apply to all subcontractors regardless of tier.

D. Failure to Meet Bidder Responsibility Criteria and Appeal Procedure: The Owner may conduct reference checks on the apparent low and second low bidder whose bids are under consideration for award, as well as any subcontractor such bidders will use. In the event that information obtained from the reference checks reveals that the bidder does not meet the Bidder Responsibility Criteria (mandatory or supplemental as described herein), the Owner shall have the right to determine (in its discretion) that the bidder is not a responsible bidder. Prior to making a determination that a bidder is not responsible, the Owner may discuss with the bidder the information obtained from the references, and provide the bidder with the opportunity to offer explanations, and additional information that may help inform whether the Owner declares the bidder not responsible.

In conducting reference checks, the Owner may include itself as a reference if the bidder has performed work for the Owner, even if the bidder did not identify the Owner as a reference.

If the Owner determines the bidder is not responsible, subject to following the requirements of the appeal process (see below), the Owner may award the contract to the next lowest bidder who meets the Bidder Responsibility Criteria.

D. Failure to Submit Documentation: If a bidder fails to submit any documentation required by the bidding documents to demonstrate compliance with the Bidder Responsibility Criteria, the Owner may:

- Find the bidder not responsible, or
- Determine responsibility based upon availability of information.

E. Procedure to Request Modification of Supplemental Bidder Responsibility Criteria. During the bidding period, but not later than five (5) business days before the bid submittal deadline, a potential bidder may request that the Owner modify the supplemental bidder responsibility criteria. Any such request must be in writing and submitted to the City of Bainbridge Island, Contracts Coordinator, 280 Madison Ave. N., Bainbridge Island, WA 98110.

The Owner shall evaluate any such requests, and if a decision is made by the Owner in its sole discretion to modify the criteria, such modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. If the Owner determines not to modify the supplemental criteria, the Owner shall notify the requesting bidder of its decision in writing.

F. Appeal of Determination that Bidder does not Meet Responsibility Criteria: If the Owner determines that a bidder does not meet the Bidder responsibility criteria (mandatory or supplemental) and is therefore not a responsible bidder, the Owner shall notify the bidder in writing of the reasons for its determination. If the bidder disagrees with this determination, it
may appeal the determination within twenty-four (24) hours of receipt of the Owner’s determination by presenting additional information in writing to the Owner. The Bidder must provide all additional information he/she would like the Owner to consider. There is no required appeal form and no appeal fee.

The Owner will consider the additional information before issuing its final determination in writing. If the final determination affirms that the bidder is not responsible, the Owner will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received written notice of the final determination. For the purposes of this subsection, the date of the Owner's transmission of the Owner's determination(s) by facsimile or electronic mail to the bidder at the facsimile number or e-mail address provided by the bidder in its bid shall constitute the date of receipt by the bidder of the written notices provided for herein.

1-02.2 Plans and Specifications
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

<table>
<thead>
<tr>
<th>To Prime Contractor</th>
<th>No. of Sets</th>
<th>Basis of Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduced plans (11&quot; x 17&quot;)</td>
<td>2</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Contract Provisions</td>
<td>2</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Large plans (e.g., 22&quot; x 34&quot;)</td>
<td>1</td>
<td>Furnished only upon request.</td>
</tr>
</tbody>
</table>

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

1-02.5 Proposal Forms
(June 27, 2011 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 D/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.

Preparation of Proposal

Section 1-02.6 is supplemented with the following:

(*****)

Cumulative Alternates Bidding
This Bid Proposal requires the bidder to bid cumulative Alternates as part of the bid. As such the bidder is required to submit a Base Bid and a bid for each of the cumulative Alternate(s) A1, A2, A3, (etcetera.)

Bid Proposal
The bid proposal is composed of the following parts:

1. Base Bid
   The base bid shall include constructing all items included in the proposal except those items contained in the Alternate(s) A1, A2, A3, (etcetera.)

2. Alternate(s) A1, A2, A3, (etcetera)
   a. Alternate A1
      Based on constructing (*** Raised Pavement Markers Type 2 ***)
      The bid items for Alternate A1 are as listed in the bid proposal.
   b. Alternate A2
      Based on constructing (***Snowplowable Raised Pavement Markers***)
      The bid items for Alternate A2 are as listed in the bid proposal.
   c. Alternate A3
      Based on constructing (***Snowplowable Raised Pavement Markers ***)
      The bid items for Alternate A3 are as listed in the bid proposal.

Bidding Procedures
To be considered responsive the bidder shall submit a price on each and every item of work included in the Base Bid and all Alternate(s.)

Award Procedures
The successful bidder will be the bidder submitting the lowest responsible bid for the preference, listed in the order below, which is within the amount of Available Funds for the project to be announced at the time of the bid opening. Available Funds will be announced immediately prior to the opening of bids.
1. Preference 1: Lowest total for Base Bid.

In any case, the award will be subject to the requirements of Section 1-03.

1-02.7 Bid Deposit
(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;
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.

1-02.9 Delivery of Proposal
(August 15, 2012 APWA GSP, Option A)

Delete this section and replace it with the following:

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

If the project has FHWA funding and requires DBE Written Confirmation Documents or Good Faith Effort Documentation, then to be considered responsive, the Bidder shall submit with their Bid Proposal, written Confirmation Documentation from each DBE firm listed on the Bidder’s completed DBE Utilization Certification, form 272-056A EF, as required by Section 1-02.6.

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal
(July 23, 2015 APWA GSP)
After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

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

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

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

1-02.13 Irregular Proposals
(JANUARY 4, 2016 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 bidders 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 Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
I. 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
(March 8, 2013 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.

As evidence that the Bidder meets the mandatory bidder responsibility criteria, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all responsibility criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility. The Contracting Agency also reserves the right to obtain information from third parties concerning a Bidder’s compliance with the mandatory bidder responsibility criteria.

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

1-03.1 Consideration of Bids
(January 23, 2006 APWA GSP)

REVISE THE FIRST PARAGRAPH TO READ:

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

1-03.3 Execution of Contract
(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 20 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 20 the 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).

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
(March 13, 2012 APWA GSP)

REVISE THE SECOND PARAGRAPH TO READ:

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

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency’s Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

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 remediing 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.

1-05.15 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.

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).

Protection and Restoration of Property

Vegetation Protection and Restoration

Section 1-07.16(2) is supplemented with the following:

(August 2, 2010)
Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1 foot radius for each inch of trunk diameter at breast height.
Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level to twice the radius of the shrub.

Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass the diameter of the plant as measured from the outer edge of the plant.

Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007)
Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

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

***
Water, PUD#1, Danial Kimbler; Jeff Holt, 360-779-7656
Electric, Puget Sound Energy, Tom Brobst, 360-425-7020
Telephone, Quest, Dick Lake, 360-478-5784
Cable, Comcast, 1-888-824-8533 ***

Public Liability and Property Damage Insurance

Item No. 1 of the first paragraph of Section 1-07.18 is revised to read:

(January 5, 2004)
Item number 1 in the first paragraph of Section 1-07.18 is deleted.

Item No. 2 of the first paragraph of Section 1-07.18 is revised to read:

(******)
2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its equivalent with minimum limits of $1,000,000 per occurrence and in the aggregate for each one year policy period. Products and completed operations coverage shall be provided for a period of three years following Substantial Completion of the work.

Maintenance of Traffic

Section 1-07.23 is supplemented with the following:

(******)
Coordinate with the Engineer in advance to provide notice of roadwork. The City enters traffic notices on Tuesday morning for the following week. Schedule work with the City on the Monday 8 calendar days or more before the commencing work on any street.

No delays are permitted before 8:30am during morning commute times. Maintain access to residences at all times unless otherwise approved by the Engineer. No delays over 15 minutes will be permitted without prior notification to effected residences.
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.
1-08 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; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work
(March 8, 2013 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the Contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

Written permission from the Engineer is required, if a Contractor desires to perform work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer than an 8-hour period on any day. The Contractor shall apply in writing to the Engineer for such permission, no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.
Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency’s noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor’s operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to:

- 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 when in the opinion of the Engineer, such work necessitates their presence.
- 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.
- Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
- 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.

1-08.3
Progress Schedule Supplemented with:
The Contractor shall provide daily progress updates when working and prior to leaving the site that include a list of roads painted and raised pavement markers installed with quantities used. The daily progress update form and submittal shall be agreed upon during the pre-construction meeting.

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.

(March 13, 1995)
This project shall be physically completed within 20 working days.

1-08.9 Liquidated Damages
(August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

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(3) Time Limitation and Jurisdiction
(July 23, 2015 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 36.01.05 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.
Division 8
Miscellaneous Construction

8-09.5 Payment

Delete “Raised Pavement Marker Type 1” and “Raised Pavement Marker Type 2”, per hundred and add “Raised Pavement Marker Type 1” and “Raised Pavement Marker Type 2”, per each.

Add “Snowplowable Raised Pavement Marker”, per each.

Add The unit price per each for “Snowplowable Raised Pavement Marker” shall be full pay for furnishing and installing the markers per manufacturer’s recommendations including all cost involved with traffic control.

8-22.3(1) Delete section and replace with:

Premarking:

The Contractor shall premark each installation of pavement marking materials prior to application, except when existing markings are visible. The premarking shall be a guide in placing the pavement markings. Placement of the pavement marking materials shall not be performed until the premarking has been inspected and approved by the Engineer.

8-22.3(3) D Line Applications is supplemented with:

Broken or “Skip” lines length and spacing shall match existing painted markings

8-22.3(3) F Application Thickness is supplemented with:

Pavement markings shall be applied at 15 mils base line wet thickness measured above the pavement surface or above the groove bottom for grooved markings in thousandths of an inch (mils).

Prior to the starting work the Contractor shall run a test paint line with the Engineer present to measure and confirm the mils thickness is being met. Following confirmation and approval by the Engineer that the mils thickness standard is being met the Contractor shall start painting. Any paint line during the project that is found not to meet the thickness standard shall be repainted at no cost to Owner.

8-22.3(4) is supplemented with:

The installed pavement marking material shall have a uniform thickness and smooth surfaced cross-section throughout its entire length.

The Contractor shall be responsible for removing all pavement marking materials spilled on the road surface by a method acceptable to the Engineer.

8-22.3 (6) Removal of Pavement Marking: Delete section and insert:

Pavement markings to be removed shall be obliterated until blemishes caused by the pavement marking removal conform to the coloration of the adjacent pavement. Hydroblasting shall be used
to remove the painted markings as the only method allowed. If in the opinion of the Engineer, the pavement is materially damaged by the pavement marking removal, such damage shall be repaired by the Contractor in accordance with Section 1-07.13(3).

**Division 9**
**Materials**

9-21.4 Snowplowable Raised Pavement Markers is added:

Snowplowable Raised Pavement Markers shall be Stimsonite Model 101, Iron Casting with C40 Replaceable Lens or approved equal.

9-34.2 is modified as follows:

Paint

Center line and edge lines shall be Low VOC Waterborne Paint.
PART 4. – PREVAILING WAGES

The State of Washington prevailing wage rates applicable for this public works project, which is located in Kitsap County, may be found at the following website address of the Washington State Department of Labor and Industries:

http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is July 6, 2017. A copy of the applicable prevailing wage rates is also available for viewing at the City of Bainbridge Island, Public Works Department, located at 280 Madison Ave N, Bainbridge Island, WA 98110. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.
PART 5. – APPENDICES

Attachment A – Road List
## Attachment A

<table>
<thead>
<tr>
<th>ROAD NAME</th>
<th>Center Stripe (LF)</th>
<th>Edge Line (LF)</th>
<th>Painted Wide Line (LF)</th>
<th>RPM Type 2 Actual (Bid Additive Alternative #1)</th>
<th>RPM-Type 1</th>
<th>Stimsonite Model 101 or approved equal (Bid Additive Alternative #2)</th>
<th>Stimsonite Model 101 or approved equal (Bid Additive Alternative #3)</th>
<th>ROAD DESIGNATION</th>
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<td>6,500</td>
<td>4,500</td>
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<td>Secondary Arterial</td>
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<tr>
<td>Wing Point Road</td>
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<td>Residential Urban</td>
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<tr>
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<td>Winslow Way</td>
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</tr>
<tr>
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<tr>
<td>Wyatt Way</td>
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<td>30,768</td>
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<tr>
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<td>Residential Suburban</td>
</tr>
<tr>
<td>3-T Road</td>
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<td><strong>Total</strong></td>
<td><strong>450,944</strong></td>
<td><strong>529,624</strong></td>
<td><strong>65,336</strong></td>
<td><strong>2,560</strong></td>
<td><strong>115</strong></td>
<td><strong>2,449</strong></td>
<td><strong>5,348</strong></td>
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