

**KITSAP COUNTY DEPARTMENT OF PUBLIC WORKS  
COUNTY STORMWATER PROJECT NO. PR000594**

**2025-015  
BUCKLIN HILL CURED-IN-PLACE PIPE (CIPP)  
REPLACEMENT PROJECT 2025  
STORMWATER CONVEYANCE IMPROVEMENTS**



**CONTRACT PROVISIONS**

**KITSAP COUNTY DEPARTMENT OF PUBLIC WORKS  
614 DIVISION STREET, MS-26  
PORT ORCHARD, WASHINGTON 98366-4699  
360.337.5777**

BACK OF COVER



## Table of Contents

PROPOSAL .....	6
BID BOND.....	12
BIDDER RESPONSIBILITY STATEMENT .....	14
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES .....	18
NON-COLLUSION DECLARATION FORM.....	20
PROPOSAL FOR INCORPORATING RECYCLED MATERIALS INTO THE PROJECT .....	22
AGREEMENT .....	24
PUBLIC WORKS PAYMENT BOND.....	31
PUBLIC WORKS PERFORMANCE BOND.....	33
SPECIAL PROVISIONS.....	1-1
INTRODUCTION TO THE SPECIAL PROVISIONS.....	1-3
DIVISION 1 GENERAL REQUIREMENTS .....	1-5
1-01 Definitions and Terms .....	1-5
1-01.3 Definitions .....	1-5
1-02 Bid Procedures and Conditions .....	1-7
1-02.1 Prequalification of Bidders.....	1-7
1-02.2 Plans and Specifications .....	1-8
1-02.4 Examination of Plans, Specifications and Site of Work.....	1-8
1-02.5 Proposal Forms .....	1-8
1-02.6 Preparation of Proposal .....	1-9
1-02.7 Bid Deposit.....	1-10
1-02.9 Delivery of Proposal .....	1-10
1-02.10 Withdrawing, Revising, or Supplementing Proposal .....	1-11
1-02.13 Irregular Proposals.....	1-12
1-02.14 Disqualification of Bidders.....	1-13
1-02.15 Pre Award Information.....	1-17
1-03 Award and Execution of Contract .....	1-17
1-03.1 Consideration of Bids.....	1-17
1-03.3 Execution of Contract.....	1-18
1-03.4 Contract Bond .....	1-19
1-03.7 Judicial Review.....	1-20
1-04 Scope of Work.....	1-20

1-04.2	Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda .....	1-20
1-04.4	Minor Changes .....	1-21
1-04.6	Variation in Estimated Quantities.....	1-21
1-05	Control of Work .....	1-21
1-05.3	Working Drawings .....	1-21
1-05.7	Removal of Defective and Unauthorized Work.....	1-25
1-05.11	Final Inspection .....	1-25
1-05.13	Superintendents, Labor and Equipment of Contractor .....	1-27
1-05.15	Method of Serving Notices .....	1-27
1-05.16	Water and Power.....	1-28
1-05.17	Project Management Communications – Provided at no cost to Contractor .....	1-28
1-06	Control of Material .....	1-31
1-06.1	Approval of Materials Prior to Use .....	1-31
1-06.6	Recycled Materials .....	1-32
1-07	Legal Relations and Responsibilities to the Public .....	1-32
1-07.1	Laws to be Observed.....	1-32
1-07.2	State Taxes .....	1-33
1-07.7	Load Limits .....	1-34
1-07.18	Public Liability and Property Damage Insurance .....	1-34
1-07.23	Public Convenience and Safety.....	1-38
1-07.24	Rights of Way .....	1-38
1-08	Prosecution and Progress .....	1-40
1-08.0	Preliminary Matters .....	1-40
1-08.4	Prosecution of Work.....	1-41
1-08.5	Time for Completion .....	1-42
1-08.9	Liquidated Damages.....	1-43
1-09	Measurement and Payment.....	1-44
1-09.2	Weighing Equipment .....	1-44
1-09.6	Force Account .....	1-44
1-09.9	Payments .....	1-45
1-09.11	Disputes and Claims.....	1-47
1-09.13	Claims Resolution .....	1-47
1-10	Temporary Traffic Control.....	1-47

1-10.2	Traffic Control Management .....	1-48
1-10.4	Measurement .....	1-49
<b>DIVISION 7 DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATERMAINS AND CONDUITS .....</b>		<b>7-1</b>
7-20	CURED-IN-PLACE PIPE .....	7-1
7-20.1	Description .....	7-1
7-20.1(1)	Reference Specifications, Codes, and Standards.....	7-1
7-20.1(2)	Contractor Submittals .....	7-2
7-20.2	Materials .....	7-3
7-20.2(1)	General .....	7-3
7-20.2(2)	Product Storage and Handling .....	7-4
7-20.3	Construction Requirements .....	7-6
7-20.3(2)B	Curing and Cool Down for Heated Water or Steam .....	7-8
7-20.3(2)C	Finished Pipe Liner .....	7-9
7-20.3(3)	Internal Reinstatement of Stormwater .....	7-9
7-20.3(5)	Final Acceptance.....	7-10
7-20.3(6)	Clean-Up.....	7-11
7-20.3(7)	Sampling and Laboratory Testing .....	7-11
7-20.3(8)	Warranty .....	7-11
7-20.4	Measurement .....	7-12
7-20.5	Payment.....	7-12
<b>DIVISION 8 MISCELLANEOUS CONSTRUCTION.....</b>		<b>8-1</b>
8-01	Erosion Control and Water Pollution Control .....	8-1
8-01.1	Description .....	8-1
8-01.3	Construction Requirements .....	8-1
8-01.4	Measurement .....	8-2
8-01.5	Payment.....	8-2
<b>DIVISION 9 MATERIALS .....</b>		<b>9-1</b>
9-03	Aggregates .....	9-1
9-03.8	Aggregates for Hot Mix Asphalt .....	9-1
9-03.14	Borrow .....	9-1
9-03.21	Recycled Materials .....	9-2
9-05	Drainage Structures and Culverts.....	9-2
9-05.13	Ductile Iron Sewer Pipe .....	9-2
9-05.15	Metal Casings .....	9-2

<b>9-14 EROSION CONTROL AND ROADSIDE PLANTING.....</b>	<b>9-3</b>
<b>9-14.2 Topsoil.....</b>	<b>9-3</b>

## **ATTACHMENTS**

- A. WASHINGTON STATE PREVAILING WAGE RATES, STATE BENEFIT  
CODE KEY AND SUPPLEMENTAL (L&I STATEMENT)**

THIS PAGE INTENTIONALLY LEFT BLANK







## INVITATION TO BID FORMAL BID 2025-015

### KITSAP COUNTY PUBLIC WORKS STORMWATER DIVISION BUCKLIN HILL CIPP REPLACEMENT PROJECT 2025

**BID SUBMISSION DATE & TIME** August 29, 2025 @ 2:00 p.m.

**SUBMISSION VIA USPS DELIVERY:**

Kitsap County Purchasing Office  
Attn: Glen McNeill, Purchasing Agent  
614 Division Street MS-7  
Port Orchard, Washington 98366

**SUBMISSION VIA COURIER OR HAND DELIVERY:**

Kitsap County Administration Building  
Purchasing Office, 4th Floor  
Attn: Glen McNeill, Purchasing Agent  
619 Division Street  
Port Orchard, Washington 98366

**BID OPENING TIME & LOCATION** August 29, 2025 @ 2:00 p.m.  
Commissioners Chambers, 3rd Floor  
Kitsap County Administration Building  
619 Division Street  
Port Orchard, Washington 98366

**ENGINEERS ESTIMATE:** \$400,000 to \$600,000

**WRITTEN QUESTIONS DUE:** August 20, 2025 @ 2:00 p.m.  
Email only to Purchasing Agent below  
Questions will be answered on August 22, 2025 via addendum

**PURCHASING AGENT:** Glen McNeill, Purchasing Agent  
Phone: (360) 337-4789  
Email: [purchasing@kitsap.gov](mailto:purchasing@kitsap.gov)  
Website: [www.kitsapgov.com/das/Pages/Online-Bids.aspx](http://www.kitsapgov.com/das/Pages/Online-Bids.aspx)

The Kitsap County Board of Commissioners will receive sealed bids for the construction of the cured-in-place pipe (CIPP) Replacement Project until the time and date indicated above. Bids will be received, publicly opened, and read aloud at the location described above. Instructions for the delivery of bids are contained in the Special Provisions for the Project. Prospective Bidders are hereby notified that they are solely responsible for ensuring timely delivery of their bid to the Kitsap County Purchasing Office on or before the bid submission date and time indicated above.

The principal items or elements of construction include:

This contract shall consist of stormwater conveyance rehabilitation along Bucklin Hill between NW Anderson Hill Rd and Silverdale Way N. This project consists of CIPP lining the 12" and 21" diameter existing corrugated metal pipe and concrete infrastructure. The total length of conveyance line that needs to be rehabilitated in this project packet is 1,100 LF. This project is located along a busy roadway and catch basin access points will be located in the ROW area which consist of pedestrian walkways and vegetated strips.

**COMMUNICATION.** All communication concerning this solicitation, including but not limited to questions about the bid process, the contract terms and conditions, and/or how to obtain copies of the bid documents, must be directed via email only to Kitsap County's Purchasing Agent at [purchasing@kitsap.gov](mailto:purchasing@kitsap.gov). Questions will be accepted until **August 20, 2025 at 2:00 p.m.** All correspondence related to this solicitation should refer to the solicitation number and page. Bidders are responsible for asking any questions they may have; failure to do so will not relieve the Bidders of any responsibilities under this solicitation or any subsequent contract. Bidders may only rely on written answers issued by the Purchasing Agent. Substantive questions and answers will be posted as addenda on the Kitsap County website. It is the responsibility of the bidder to assure that they received responses to questions if any are issued. Oral communications are unofficial and nonbinding on the County. Questions to or communications with other Kitsap County staff may disqualify bidders from the evaluation process. Bid documents may be found on the Kitsap County Website [www.kitsapgov.com/das/Pages/Online-Bids.aspx](http://www.kitsapgov.com/das/Pages/Online-Bids.aspx).

**ADDENDA.** The County will issue a written addendum if it changes, revises, deletes, clarifies, increases, or otherwise modifies the solicitation. All addenda and appendices will be published on the Kitsap County website. It is the bidder's responsibility to check for addenda and appendices. Bidders shall acknowledge receipt of all addenda and complete and submit all solicitation appendices with the offer. Bidders that do not comply with this section may be rejected as non-responsive.

**SUBMISSION.** Each bid proposal shall be submitted in hard copy format, completely sealed in a separate envelope, properly addressed as stated above, with the name and address of the bidder and the name of the project and solicitation number plainly written on the outside of the envelope. Three (3) paper copies of the bid proposal must be provided.

All bids shall be accompanied by:

- 1) Proposal Form
- 2) Bid Bond
- 3) Bidder Responsibility Statement
- 4) Certification of Compliance with Wage Payment Statutes
- 5) Non-Collusion Affidavit
- 6) Proposal for Incorporating Recycled Materials into the Project

All of the above items must be complete in all respects, including signatures (notarized where required). Bidder shall acknowledge receipt of all addendums in the spaces provided. The successful Bidder will be required to submit a photocopy of their current Washington State Contractors Registration. Failure to include all items may be cause for the bid to be considered irregular and thereby rejected.

**WAIVERS AND REJECTION.** Kitsap County reserves the right to reject any and all bids and to waive informalities or irregularities. Bids received after the time set for submission of bids will not be considered. The County in its sole discretion also retains the absolute right without penalty to withdraw and/or amend all or any portion of this solicitation at any time, for any reason and no reason, up to contract execution. If there is any conflict between amendments, or between an amendment and the solicitation documents, whichever document was issued last in time shall control. The County may at any time reject all or part of any offer as non-responsive for any of the following reasons: 1) late or incomplete offer; 2) noncompliance with any part of the solicitation;

3) inaccurate, misleading, exaggerated, or false information; or 4) failure to respond to every solicitation item or to provide all information requested.

**Bids are likely to be rejected if the lowest, responsible, responsive Bid received exceeds the Engineer's estimate by an unreasonable amount.**

WITHDRAWAL OF BID. Bidders may modify or withdraw a submitted bid prior to the due date and time. A request to modify or withdraw must be in writing, signed by an authorized representative of the bidder, and submitted to the Purchasing Agent. Faxed withdrawals will NOT be accepted. A withdrawn bid may be resubmitted prior to the offer due date and time. Negligence in preparing a bid confers no right of withdrawal or modification after the due date and time.

BOND FORFEIT. Should the successful bidder fail to enter into a contract with the County in accordance with the Bid and furnish all documents and bonds required within the time frames stated in the specifications, the bid proposal deposit or bond shall be forfeited to Kitsap County.

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION. Pursuant to RCW 39.19, it is the policy of Kitsap County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Kitsap County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises. Bidders are encouraged to utilize qualified, local businesses in Kitsap County and Washington State where cost effectiveness is deemed competitive. In addition, bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

LIABILITY FOR ERRORS. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.

PREPARATION COSTS. The County is not liable for any costs incurred by the bidder in preparing, evaluating, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples for this solicitation. All such activities are done at the bidder's own expense. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

ACCEPTANCE IS NOT BINDING. Acceptance of an offer does not bind the County until the offer is approved by the appropriate County level of authority and a contract is executed by both parties.

BRAND NAMES AND EQUIVALENTS. References to manufacturers, trade names, brand names or catalog numbers in the solicitation are intended to be descriptive, not restrictive, unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design or performance may be considered. Offers based on equivalent products must clearly describe the alternate offered and indicate how it differs from the product specified; and, include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternate will be equal to or better than the product named in the solicitation. The County has the sole authority to accept or reject any like item and may require the bidder to provide additional information and/or samples. If the bidder does not specify otherwise, it is understood that the referenced brand will be supplied.

SPECIFICATIONS. The apparent silence of the Specification as to any detail shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made based on this statement.

DESCRIPTIVE LITERATURE. All bids shall include complete manufacturer's descriptive literature regarding the equipment, goods and/or services proposed to be furnished. Literature shall be sufficient in detail to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

CONFLICT OF INTEREST. Bidders shall disclose whether the bidder is an immediate family member of or engaged in any business enterprise with a County employee, or elected or appointed official with authority to award the solicitation. Such disclosure shall be identified in writing in the bid proposal.

GRATUITIES AND KICKBACKS. The bidder and any employee or agent thereof is prohibited from soliciting, accepting, offering, or giving, or agreeing to solicit, accept, offer, or give, any gratuity, service, or reward, including an offer of employment, with the purpose of or in a manner that would influence any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, to influence the content of any specification or procurement standard, or to influence any investigation, audit, proceeding or application, request for ruling, determination on a claim or controversy, or other matter related to or associated with this solicitation.

NOTICE. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.

REFERENCE CHECKS. The County may conduct reference checks to verify the bidder's past performance. Reference checks indicating poor or failed performance may be cause for rejection. Failure to provide requested reference contact information may result in the bid being non-responsive. The County reserves the right to obtain reference checks, other than those provided by the bidder, relevant to the services to be provided and the prospective working relationship between the County and the bidder.

PERSONNEL. It is essential the bidder provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this solicitation. The bidder agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the County.

PROTESTS. Protests of this solicitation must follow RCW 39.04.105.

**BIDDERS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE  
SOLICITATION AND TO REVIEW AND UNDERSTAND THE CONDITIONS,  
REQUIREMENTS, AND CONTRACTOR RESPONSIBILITIES OUTLINED IN THIS  
INVITATION TO BID.**

THIS PAGE INTENTIONALLY LEFT BLANK

# **PROPOSAL**

**KITSAP COUNTY DEPARTMENT OF PUBLIC WORKS  
COUNTY STORMWATER PROJECT NO. PR000549**

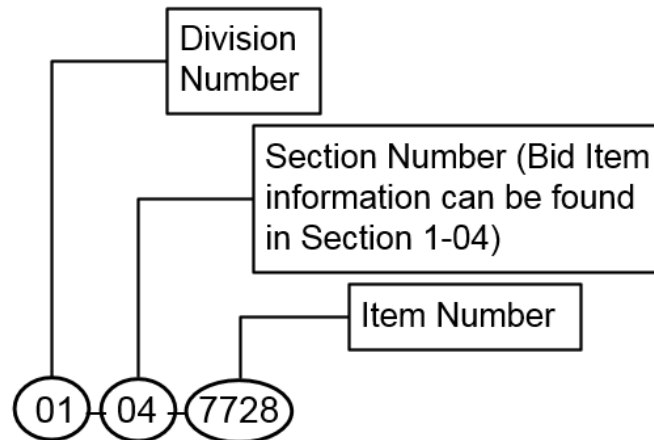
## **BUCKLIN HILL CIPP PIPE REPLACEMENT PROJECT 2025 STORMWATER CONVEYANCE IMPROVEMENTS**

**To the Honorable Board of Commissioners  
Kitsap County  
614 Division Street  
Port Orchard, Washington 98366**

1. Pursuant to and in compliance with your Advertisement for Bids and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the project related to those items herein bid, being aware of the local conditions affecting the performance of a Contract covering the items bid, having knowledge of the cost of the work at the place where the work is to be done, having familiarized themselves with the Contract Documents, hereby proposes and agrees to perform the work and/or to furnish the equipment, and to furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform a Contract covering any or all of those items herein bid and to complete in a workmanlike manner all work covered by said Contract in connection with the Owner's Improvement Project, for an amount computed upon the basis of the quantity of work actually performed at the following bid prices:

**NOTE: UNIT PRICES FOR ALL ITEMS, ALL EXTENSIONS, AND THE TOTAL AMOUNT OF BID MUST BE SHOWN.** All prices shall be in legible figures (not words) written in ink or typed. The proposal shall include: A unit price for each item (omitting digits more than four places to the right of the decimal point); an extension for each unit price (omitting digits more than two places to the right of the decimal point); the total Contract price (the sum of all extensions).

**COST CODE (a guide to locate Bid Item information – the Contracting Agency does not warrant its accuracy): The Cost Code for each Bid Item consists of the WSDOT/APWA Standard Specifications division number, the section number and the item number, in that order. An example is shown below:**



**Kitsap County-specific Bid Items are noted with “KC” at the end. Project-specific Bid Items are noted with “SP”. Bid Items that have options (e.g. Plant Selection or Beam Guardrail Anchor Type X) are designated as such. Examples are shown below:**

01-04-7728	WSDOT Standard Bid Item
01-07-0010KC	Kitsap County Standard Bid Item
05-05-SP01	Project-specific Bid Item
08-02-6550-AC	WSDOT Standard Bid Item with Option
08-11-6760-16	WSDOT Standard Bid Item with Option (e.g. specific pipe size)



NO.	COST CODE	ITEM	QTY	UNIT	UNIT COST	AMOUNT
1	01-07-7736	SPCC Plan	1	LS		
2	01-09-0001	Mobilization	1	LS		
4	01-10-6971	Project Temporary Traffic Control	1	LS		
6	07-20-SP02	Furnish and Install 12-Inch Diameter CIPP (12 Shots)	1,002	LF		
7	07-20-SP03	Furnish and Install 21-Inch Diameter CIPP (1 Shot)	98	LF		
8	07-05-SP04	CCTV Pre-Inspection & Cleaning	1	LS		
9	07-05-SP05	Light Root Removal	1	LS		
10	07-05-SP06	Internal Reinstatement of Stormwater Conveyance Line	1	LS		
11	08-01-6490	Erosion/Water Pollution Control	1	LS		
<b>TOTAL CONTRACT COST</b>						

2. BIDDER SHALL INCLUDE SALES TAX IN THE LUMP SUM AND UNIT PRICE BID ITEMS in accordance with Section 1-07.2(1) of Special Provisions.

3. The undersigned Bidder hereby proposes and agrees to commence work under this Contract, if awarded to them, in accordance with Sections 1-08.4 and 1-08.5 of the Special Provisions. They further agree to complete the contract within **five working days**.

4. The agreed liquidated damage to the Owner shall be in accordance with Liquidated Damages as described in the Standard Specifications, Amendments thereto, and Special Provisions.

5. The Owner reserves the right to delete all or any portions of the work as outlined in the Contract Documents.

6. The required bid security in the amount of five percent (5%) of the total bid is hereto attached.

7. It is understood that the Contractor is responsible for obtaining and completing all required government forms.

8. Receipt of the following Addenda to the Contract Document is hereby acknowledged.

ADDENDUM #	DATE OF RECEIPT OF ADDENDUM	SIGNED ACKNOWLEDGMENT
1		
2		
3		
4		
5		
6		

(Note: Failure to acknowledge receipt of the Addenda may be considered an irregularity in the proposal).

9. Notice of Acceptance of this bid or requests for additional information should be addressed to the undersigned at the address stated below and unless otherwise notified in writing, this address shall be used by the successful bidder during the life of the Contract for all official notices.

10. By signing this Proposal, the Bidder certifies that they have read and understand all of the terms and Conditions of the Contract Plans, Standard Specifications, the Amendments there to, and these Special Provisions, and agrees to comply with them.

Date: \_\_\_\_\_

Proper Name of Bidder (Type or  
Print): \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name and Title (Type or Print Name  
and Title of Signatory): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Telephone Number with Area Code: \_\_\_\_\_

Fax Number with Area Code: \_\_\_\_\_

Mailing Address,  
if different from above: \_\_\_\_\_

E-mail Address  
(to be used by the County  
to send award documents) \_\_\_\_\_

THIS PAGE INTENTIONALLY LEFT BLANK

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto Kitsap County Department of Public Works as Owner in the penal sum of \_\_\_\_\_ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

The Condition of the above obligation is such that whereas the Principal has submitted to Kitsap County Department of Public Works, a certain BID, attached hereto and made a part hereof to enter a contract in writing, for the \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOW, THEREFORE,

- (a) If said BID be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have set their Corporation seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

THIS PAGE INTENTIONALLY LEFT BLANK

## BIDDER RESPONSIBILITY STATEMENT

Each Bidder shall prepare and submit the following information with their bid.

By signing the signature page of the Proposal, the Bidder affirms that the following information is true and correct.

Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

### A) MANDATORY BIDDER RESPONSIBILITY CRITERIA (RCW 39.04.350)

1. Washington State Contractors License Number: \_\_\_\_\_  
Effective Date: \_\_\_\_\_
2. State of Washington Unified Business Identifier (UBI) No.: \_\_\_\_\_  
\_\_\_\_\_
3. Do you have industrial insurance (workers' compensation) coverage for your employees working in Washington as required by Title 51 RCW?  
Yes: ☐ No: ☐ Not Applicable: ☐
4. Washington State Employment Security Department number as required by Title 51 RCW.  
Number:  Not Applicable: ☐
5. Washington State Department of Revenue state excise tax registration number as required by Title 82 RCW.  
Number:  Not Applicable: ☐
6. Have you ever been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)?  
Yes: ☐ No: ☐
7. Have you received training on the requirements related to public works and prevailing wage?  
Yes: ☐ No: ☐ Exempt: ☐

**B) SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA  
(SPECIAL PROVISIONS SECTION 1-02.14)**

1. Do you own delinquent taxes to the State of Washington Department of Revenue?  
Yes: ☐ No: ☐
2. Are you currently debarred or suspended from bidding by the Federal government?  
Yes: ☐ No: ☐
3. Does your standard subcontract form include the subcontract responsibility language required by RCW 39.06.020?  
Yes: ☐ No: ☐
4. Do you have any established procedure which your company utilizes to validate the responsibility of each of your subcontractors and any sub-tier contractors?  
Yes: ☐ No: ☐
5. Do you have any record of prevailing wage violations in the last 5 years as determined by the Washington State Department of Labor and Industries?  
Yes: ☐ No: ☐
6. Have you had any claims against retainage or payment bonds for public works projects in the last 3 years?  
Yes: ☐ No: ☐
7. Has your company or its owners been convicted of a crime involving bidding on a public works contract in the last 5 years?  
Yes: ☐ No: ☐
8. Has your company had any public works contract terminated for cause or terminated for default by a government agency in the last 5 years?  
Yes: ☐ No: ☐
9. Has your company had any lawsuits with judgments entered against the company in the last 5 years?  
Yes: ☐ No: ☐



1. Gross amount of contracts currently in hand:

[illegible]

4. Bonding company:

16

THIS PAGE INTENTIONALLY LEFT BLANK



**This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.**

## **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date **Month X, 2025**, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

---

Bidder’s Business Name

---

Signature of Authorized Official\*

---

Printed Name

---

Title

---

Date

---

City

---

State

*Check One:*

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

---

If a co-partnership, give firm name under which business is transacted:

---

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

THIS PAGE INTENTIONALLY LEFT BLANK

**Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.**

## **NON-COLLUSION DECLARATION FORM**

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

## **NOTICE TO ALL BIDDERS**

To report rigging activities call:

**1-800-424-9071**

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

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

THIS PAGE INTENTIONALLY LEFT BLANK

# PROPOSAL FOR INCORPORATING RECYCLED MATERIALS INTO THE PROJECT



APWA-WA Division 1 Committee

rev. 5/13/2022

---

## Proposal for Incorporating Recycled Materials into the Project

In compliance with RCW 70A.205.700, the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: \_\_\_\_\_ percent.

*Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.*

Bidder: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

---

THIS PAGE INTENTIONALLY LEFT BLANK



## AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between Kitsap County, through the BOARD OF COUNTY COMMISSIONERS of Kitsap County, State of Washington, hereinafter referred to as the "COUNTY", and, \_\_\_\_\_, a general Contractor licensed by the State of Washington, for themselves, their heirs, executors, administrators, successors, and assigns, hereinafter referred to as the "CONTRACTOR."

### RECITALS:

WHEREAS, the COUNTY desires to rehabilitate the stormwater infrastructure along Bucklin Hill between NW Anderson Hill Rd and Silverdale Way N with CIPP lining for the existing 12" and 21" diameter CMP and concrete infrastructure, in Commissioner District #3

WHEREAS, the CONTRACTOR has been selected by competitive bid as the "responsible bidder with the lowest responsive bid," as defined under RCW 39.04.010;

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, the COUNTY and the CONTRACTOR mutually agree as follows:

### CONTRACT DOCUMENTS:

This Agreement hereby incorporates the recitals and the Contract Documents, which documents are incorporated herein by reference. The Contract Documents shall include, but shall not be limited to, the Contract Provisions for "**Bucklin Hill CIPP Replacement Project 2025**", Call for Bids, Contractors accepted Bid Proposal, the General and Special Provisions, Contract Plans and Drawings, Addenda, applicable Bonds, and the 2025 WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction, hereinafter referred to as the "Standard Specifications", and this Agreement.

"The Work" as referred to in this Agreement means the definition described in WSDOT/APWA Standard Specifications Section 1-01.3

### 1) DESCRIPTION OF WORK:

This contract shall consist of stormwater conveyance rehabilitation along Bucklin Hill between NW Anderson Hill Rd and Silverdale Way N. This project consists of CIPP lining the 12" and 21" diameter existing CMP and concrete conveyance lines. The total length of conveyance line that needs to be rehabilitated in this project packet is 1,100 LF. This project is located along a busy roadway, and CB access points will be located in the ROW area which consist of pedestrian walkways and vegetated strips.

The CONTRACTOR shall furnish all of the labor, materials, tools, equipment, and everything needed for the construction and completion of the Work described herein, in accordance with, and more fully described in, the Contract Documents.

## **2) BINDING EFFECT:**

The covenants and conditions contained in this Agreement shall apply to and bind the parties, heirs, legal representatives and assigns of the parties.

## **3) TIME IS OF THE ESSENCE:**

The CONTRACTOR agrees to work promptly and to fully complete the Work within the time limits as described in the Contract Documents. Failure to complete within the allowed time limit will subject the CONTRACTOR to Liquidated Damages, as described in Section 1-08.9, Liquidated Damages, of the Contract Documents.

## **4) TIME FOR COMPLETION:**

The work to be performed under this Agreement shall commence and complete in accordance with Sections 1-08.4, Notice to Proceed and Prosecution of Work, and 1-08.5, Time for Completion, of the Contract Documents and Physically Completion of the work shall be achieved within **FIVE WORKING DAYS**, unless Contract Time is extended otherwise in accordance with the Contract Documents.

## **5) COMPENSATION:**

The COUNTY agrees to pay the CONTRACTOR for the work described and completed according to the Contract Documents the sum of [spell out the amount in words and in numbers] , \$ \_\_\_\_\_. This sum shall include state sales tax.

## **6) INDEPENDENT CONTRACTOR:**

The CONTRACTOR shall perform the services under this Agreement as an independent CONTRACTOR and not as an agent, employee or servant of the COUNTY. The parties agree that the CONTRACTOR is not entitled to any benefits or rights enjoyed by employees of the COUNTY. CONTRACTOR shall comply with all laws regarding workers' compensation.

## **7) DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT (ADA):**

The CONTRACTOR agrees to comply with all provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing said Act. The CONTRACTOR agrees to comply with all Federal, State and County laws and regulations in effect pertaining to non-discrimination. Violation of this section may be treated as a breach of this Agreement.

## **8) LIABILITY FOR NEGLIGENCE:**

The CONTRACTOR shall be liable for any additional expenses incurred by the COUNTY as a result of carelessness or negligence on the part of the CONTRACTOR, the CONTRACTOR's agents, or the CONTRACTOR's employees. The CONTRACTOR agrees that the COUNTY may deduct such additional costs on its own behalf from monies due, or to become due, to the CONTRACTOR.

## **9) TERMINATION:**

This Agreement may be terminated by the officials or agents of the COUNTY authorized to contract for or supervise the execution of such work in accordance with Section 1-08.10 of the Standard Specifications.

## **10) MODIFICATION**

There shall be no modification of this Agreement, except in writing, executed with the same formalities as this Agreement. Change Orders totaling less than \$25,000 of the original contract amount may be executed by the Director of Public Works or their authorized agent. Change Orders totaling more than \$25,000 but less than \$75,000 of the original contract amount may be executed by the County Administrator, or their authorized agent. Change Orders that exceed \$75,000 of the total contract amount shall be valid provided they are executed by the Chair of the Board of County Commissioners or their authorized agent.

## **11) HOLD HARMLESS:**

The CONTRACTOR shall indemnify and hold harmless the COUNTY and its officers and employees from, and shall process and defend at its own expense, all claims, demands or suits at law or equity arising in whole or in part from the CONTRACTOR's performance of any of its obligations under this Agreement; provided that nothing herein shall require the CONTRACTOR to indemnify the COUNTY against and hold harmless the COUNTY from claims, demands, or suits based upon the sole negligence of the COUNTY, its agents, officers, and employees; and provided further that if claims or suits are caused by or result from the concurrent negligence of (a) the CONTRACTOR or CONTRACTOR's agents or employees, and (b) the COUNTY or COUNTY's agents, officers, or employees, this indemnity provision shall be valid and enforceable only to the extent of the CONTRACTOR's negligence or the negligence of the CONTRACTOR's agents or employees.

The CONTRACTOR expressly assumes potential liability for actions brought by the CONTRACTOR's own employees against the COUNTY; and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONTRACTOR recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was subject of mutual negotiation.

## **12) INSURANCE REQUIREMENTS:**

Section 1-07.18 of the Special Provisions shall govern this Agreement.

## **13) VENUE AND CHOICE OF LAW:**

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provisions thereof shall be instituted as provided for in RCW 36.01.050. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

**14) INTEGRATION CLAUSE:**

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between parties.

**15) AUTHORIZATION:**

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

**16) COMPLIANCE WITH LAWS:**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.

**17) SEVERABILITY:**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Agreement is in conflict with any statutory provision of the United States or State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**18) CONFLICTS PROVISION:**

In the event language in this Contract conflicts with the requirements in the Standard Specifications, the language in the Contract controls.

**19) RIGHTS and REMEDIES:**

No action or failure to act by the COUNTY shall constitute a waiver of a right or duty afforded the COUNTY under the Contract Documents, nor shall such action or failure to act constitute approval of an acquiescence in a breach therein, except as may be specifically agreed in writing.

**20) THIRD-PARTY AGREEMENTS:**

The Contract Documents shall not be construed to create a contractual relationship of any kind between the COUNTY and any Subcontractor or any persons other than the COUNTY and the CONTRACTOR.

**21) RECORDS RETENTION:**

The wage, payroll, bid and cost records of the CONTRACTOR and its Subcontractors, and all records subject to audit in accordance with the Standard Specifications shall be retained for a period of not less than six (6) years after the date of Final Acceptance of the Contract Documents.

## **22) PUBLIC RECORDS**

The CONTRACTOR acknowledges the Agreement and all records associated with the Agreement shall be available to the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW ("Act"). To the extent that records in the custody of the CONTRACTOR are needed for the County to respond to a request under the Act, as determined by the County, the CONTRACTOR shall make them promptly available to the COUNTY at no cost to the COUNTY. If the CONTRACTOR considers any portion of any record, whether electronic or hard copy, to be protected from disclosure under the law, the CONTRACTOR shall clearly identify all specific information it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information that has been identified by the CONTRACTOR as protected from disclosure and the COUNTY determines that release of the information is required by the ACT or otherwise appropriate, the County's sole obligation will be to make a reasonable effort to notify the CONTRACTOR of the request and the date that such protected information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified. The COUNTY has no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the ACT. The COUNTY will not be liable to the CONTRACTOR for releasing records in compliance with the Act, this subsection or court order.

## **23) CONTRACT BOND:**

Payment and performance bonds for this project have been issued by

\_\_\_\_\_, Surety Company of \_\_\_\_\_

Street address: \_\_\_\_\_ City: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

in the amount of \_\_\_\_\_.

IN WITNESS WHEREOF, the said CONTRACTOR has executed this instrument, and the said Board of County Commissioners of aforesaid COUNTY pursuant to resolution duly adopted has caused this instrument to be executed by and in the name of said Board by its Chair, duly attested by its Clerk, the day and year first above written, and the seal of said Board to be hereunto affixed on the date this instrument first above written.

**CONTRACTOR**

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

\_\_\_\_\_

\_\_\_\_\_

**NAME**, Chair

BY \_\_\_\_\_

TITLE \_\_\_\_\_

\_\_\_\_\_

**NAME**, Commissioner

\_\_\_\_\_

**NAME**, Commissioner

Foregoing contract approved and ratified:

\_\_\_\_\_

ATTEST

\_\_\_\_\_

**DANA DANIELS**, Clerk of the Board

THIS PAGE INTENTIONALLY LEFT BLANK

## PUBLIC WORKS PAYMENT BOND

to \_\_\_\_\_, WA

Bond No. \_\_\_\_\_

\_\_\_\_\_, Washington, (\_\_\_\_\_) has awarded to \_\_\_\_\_ (Principal), a Contract for the construction of the project designated as \_\_\_\_\_, Project No. \_\_\_\_\_, in \_\_\_\_\_, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to \_\_\_\_\_, in the sum of \_\_\_\_\_ US Dollars (\$\_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 60.28, 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, lower tier subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the \_\_\_\_\_ against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors materialpersons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

### PRINCIPAL

Principal Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Local office/agent of Surety Company:

Name \_\_\_\_\_

Address \_\_\_\_\_

### SURETY

Surety Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_



THIS PAGE INTENTIONALLY LEFT BLANK

# PUBLIC WORKS PERFORMANCE BOND

to \_\_\_\_\_, WA

Bond No. \_\_\_\_\_

\_\_\_\_\_, Washington, (\_\_\_\_\_) has awarded to \_\_\_\_\_ (Principal), a Contract for the construction of the project designated as \_\_\_\_\_, Project No. \_\_\_\_\_, in \_\_\_\_\_, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the \_\_\_\_\_, in the sum of \_\_\_\_\_ US Dollars (\$\_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the \_\_\_\_\_ against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

## PRINCIPAL

Principal Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Local office/agent of Surety Company:

Name \_\_\_\_\_

Address \_\_\_\_\_

## SURETY

Surety Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

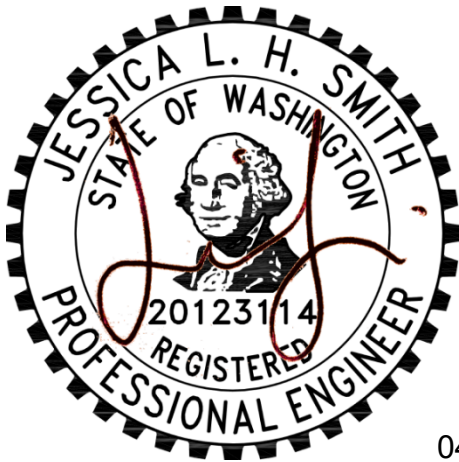
THIS PAGE INTENTIONALLY LEFT BLANK

## SPECIAL PROVISIONS

KITSAP COUNTY DEPARTMENT OF PUBLIC WORKS  
COUNTY STORMWATER PROJECT NO. PR000549

# BUCKLIN HILL CIPP PIPE REPLACEMENT PROJECT 2025 STORMWATER CONVEYANCE IMPROVEMENTS

The Professional Engineer's seal and signature affixed hereon indicates this Engineer's review and participation in the preparation of the Special Provisions.



04/14/2025

Jessica L.H. Smith  
Stormwater Engineering Asset Supervisor  
**Division 1 - 9**

THIS PAGE INTENTIONALLY LEFT BLANK

## INTRODUCTION TO THE SPECIAL PROVISIONS

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

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2021 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by 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 KC 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.

THIS PAGE INTENTIONALLY LEFT BLANK

## **DIVISION 1 GENERAL REQUIREMENTS**

### **Description of Work**

*(March 13, 1995 WSDOT GSP)*

This Contract provides for the improvement of the following: stormwater conveyance rehabilitation along Bucklin Hill between NW Anderson Hill Rd and Silverdale Way N. This project consists of CIPP lining the 12" and 21" diameter existing corrugated metal pipe and concrete conveyance lines. The total length of conveyance line that needs to be rehabilitated in this project packet is 1,100 LF. All work to be in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

### **1-01 DEFINITIONS AND TERMS**

#### **1-01.3 Definitions**

*(January 19, 2022 APWA GSP)*

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

#### **Dates**

##### **Bid Opening Date**

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

##### **Award Date**

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

##### **Contract Execution Date**

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

##### **Notice to Proceed Date**

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

##### **Substantial Completion Date**

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

##### **Physical Completion Date**

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



**Completion Date**

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

**Final Acceptance Date**

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

Supplement this Section with the following:

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

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

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

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

**Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for “Contract”.

**Contract Time**

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

**Notice of Award**

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

**Notice to Proceed**

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

**Traffic**

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

**1-02 BID PROCEDURES AND CONDITIONS****1-02.1 Prequalification of Bidders**

Delete this section and replace it with the following:

**1-02.1 Qualifications of Bidder**

*(January 24, 2011 APWA GSP)*

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

Add the following new section:

**1-02.1(1) Supplemental Qualifications Criteria**

*(July 31, 2017 APWA GSP)*

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is

not responsible. These criteria are contained in Section 1-02.14 Option C of these Special Provisions.

### **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:

<b>To Prime Contractor</b>	<b>No. of Sets</b>	<b>Basis of Distribution</b>
Reduced plans (11" x 17")	5	Furnished automatically upon award.
Contract Provisions	5	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	5	Furnished automatically upon award.

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

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

#### **1-02.4(1) General**

*(December 30, 2022 APWA GSP, Option B)*

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

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business 5 business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

### **1-02.5 Proposal Forms**

*(July 31, 2017 APWA GSP)*

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and

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

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

## **1-02.6 Preparation of Proposal**

*(August 2, 2004 WSDOT GSP, Option 3)*

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

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

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

Add the following new section:

**1-02.6(1) Recycled Materials Proposal**  
(January 4, 2016 APWA GSP)

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.

**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**

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.

Supplemental bid information submitted after the proposal submittal but within 48 hours of the time and date the proposal is due, the document(s) shall be submitted as follows:

1. By facsimile to the following FAX number: (360) 337-4789, or
2. By e-mail to the following e-mail address: purchasing@kitsap.gov

All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

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

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.

#### **1-02.10 Withdrawing, Revising, or Supplementing Proposal** (July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

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

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

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

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

### **1-02.13 Irregular Proposals** (December 30, 2022 APWA GSP)

Delete this section and replace it with the following:

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 (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
- h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
- i. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
- j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
- k. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

- l. The Bidder fails to submit DBE Trucking Credit Forms (WSDOT Form 272-058), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. Receipt of Addenda is not acknowledged;
  - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - e. If Proposal form entries are not made in ink.

**1-02.14 Disqualification of Bidders**  
*(May 17, 2018 APWA GSP, Option C)*

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-8 in this Section:

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-8 shall be provided by the Bidder as stated later in this Section.

**1. Delinquent State Taxes**

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.



## 2. **Federal Debarment**

- A. **Criterion:** The Bidder shall not currently be debarred or suspended by the Federal government.
- B. **Documentation:** The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database ([www.sam.gov](http://www.sam.gov)).

## 3. **Subcontractor Responsibility**

- A. **Criterion:** The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

## 4. **Claims Against Retainage and Bonds**

- A. **Criterion:** The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
  - Name of project
  - The owner and contact information for the owner;
  - A list of claims filed against the retainage and/or payment bond for any of the projects listed;

- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

**5. Public Bidding Crime**

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

**6. Termination for Cause / Termination for Default**

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

**7. Lawsuits**

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

demonstrate a pattern of failing to meet terms of construction related contracts.

## **7. Contracting Agency Specific Criteria**

A. Criterion: Bidders shall supply the following information:

1. Dollar amount of contracts currently held by the bidder,
2. List of more important construction projects completed by your company in the last 5 years,
3. Bank references, and
4. Bonding company.

B. Documentation: The required information shall be included in Section C of the Bidder Responsibility Statement.

As evidence that the Bidder meets the Supplemental Responsibility Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the Supplemental Criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Responsibility Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the Supplemental Criteria.

The basis for evaluation of Bidder compliance with these mandatory and Supplemental Criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the

determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

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

#### **1-02.15 Pre Award Information**

*(December 30, 2022 APWA GSP)*

Revise this section to read:

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

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

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

#### **1-03.1 Consideration of Bids**

*(December 30, 2022 APWA GSP)*

Revise the first paragraph to read:

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

### **1-03.1(1) Identical Bid Totals** *(December 30, 2022 APWA GSP)*

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

### **1-03.3 Execution of Contract** *(January 19, 2022 APWA GSP)*

Revise this section to read:

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

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

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 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).

### **1-03.7 Judicial Review**

*(December 30, 2022 APWA GSP)*

Revise this section to read:

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

## **1-04 SCOPE OF WORK**

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

*(December 30, 2022 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. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

#### **1-04.4 Minor Changes**

*(January 19, 2022 APWA GSP)*

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

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

*(May 25, 2006 APWA GSP)*

Supplement this section with the following:

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

### **1-05 CONTROL OF WORK**

#### **1-05.3 Working Drawings**

Supplement this section with the following:

##### **1-05.3(1) Submittals**

The Contractor shall not install materials or equipment, which requires submittals, until reviewed by the Contracting Agency. Late submissions by the Contractor shall not be cause for time extension.

Submittals shall be made per Submittal Number and Revision assigned by the Contracting Agency's project management software, rather than per material. The Contractor shall be responsible for ensuring that each submittal includes cut sheets and/or other information for all pertinent materials necessary to complete the work for each Submittal Number. It is understood that producing submittals for each Submittal Number may require multiple submittals of common materials that are associated with more than one Submittal Number. The Contractor shall also be responsible for producing submittals that may only be associated with a Specification Section, not a particular Submittal Number.



The Contractor shall submit electronic copies of each submittal required by the Contract Documents through the Contracting Agency's project management software, (see Special Provisions Section 1-05.17), unless otherwise required elsewhere in the Contract Provisions. This includes, but is not limited to:

- Working Drawings
- Product Data
- Samples
- Reports
- Material Submittals (Ref. 1-06)
- Progress Schedules (Ref. 1-08.3)

Physical samples shall be delivered with a hardcopy of the transmittal submitted through the Contracting Agency's project management software.

The Engineer will return reviewed submittals through the Contracting Agency's project management software for the Contractor's use.

#### **1-05.3(2) Submittal Schedule**

In conformance with section 1-08.3, the progress schedule shall be submitted and reviewed prior to commencing any work. No delay claim shall be entertained for Contractor's failure to comply.

No claim will be allowed for damages or extension of time resulting from rejection of a submittal or the requirement of resubmittals as outlined by this section.

The Engineer's review will be completed as quickly as possible but may require up to ten (10) working days from the date the submittals or resubmittals are received until they are sent to the Contractor. If more than ten (10) working days are required for the Engineer's review of any individual submittal or resubmittal, an extension of time will be considered in accordance with Section 1-08.8.

#### **1-05.3(3) Submittal Procedures**

Contractor submittals shall be in accordance with the following:

The Contractor shall thoroughly review each submittal for dimensions, quantities, and details of the material or item shown. The Contractor shall review each submittal and note any errors, omissions, or deviations with the Contract Documents. The Contractor shall accept full responsibility for the completeness of each submittal.

Each submittal shall have a unique number assigned to it (via the Contracting Agency's project management software). On each page, indicate the page number, and total number of pages in each submittal.

Each submittal shall indicate the following:

1. The intended use of the item in the work;
2. Clearly indicate only applicable items on any catalog cut sheets;
3. The current revision, issue number, and data shall be indicated on all drawings and other descriptive data.
4. Description of Submittal.
5. Related Specification Section and/or plan sheet.
6. Each material submittal shall clearly indicate the name and address of all suppliers, processors, distributors, and/or producers from which the Contractor directly purchased each material.

When submitting product data, the Contractor shall modify drawings to delete any information not applicable to the project and add information that is applicable to the project. The Contractor shall mark copies of printed material to clearly identify the pertinent materials, products or models.

Samples submitted shall be of sufficient size and quantity to clearly illustrate functional characteristics of product or material and full range of colors available. Field samples and mock-ups, where required, shall be erected at the project site where directed by the Engineer.

The Contractor shall notify the Engineer, in writing at time of submission, of deviations in submittals from requirements of the contract documents.

The Contracting Agency shall not be responsible for delays in reviewing submittals not submitted in accordance with these specifications.

Review or approval of Working Drawings shall neither confer upon the Contracting Agency nor relieve the Contractor of any responsibility for the accuracy of the drawings or their conformity with the Contract. The Contractor shall bear all risk and all costs of any Work delays caused by rejection or non-approval of Working Drawings.

#### **1-05.3(4) Engineer's Review of Submittals**

The Engineer's review of drawings and data submitted by the Contractor will cover only general conformity with the Contract drawings and specifications. The Engineer's review of submittals shall not relieve the Contractor from responsibility for errors, omissions, deviations, or responsibility for compliance with the Contract documents.

Review of a separate item does not constitute review of an assembly in which the item functions.

When the submittal or resubmittal is marked “APPROVED”, “APPROVED AS NOTED”, “REVIEWED & FILED” AND “CONDITIONALLY APPROVED” no resubmittal is required. When the submittal is marked “REVIEWED WITH COMMENTS” the Contractor shall comply with any comments on the return submittal.

#### **1-05.3(5) Resubmittals**

When a submittal is marked “REVISE AND RESUBMIT” or “REJECTED,” the Contractor shall make the corrections as noted and instructed by the Engineer and resubmit via the Contracting Agency’s project management software. The Contractor shall not install material or equipment that has received a review status of “REVISE AND RESUBMIT” or REJECTED”.

When corrected copies are resubmitted, the Contractor shall in writing direct specific attention to all revisions and shall list separately any revision made other than those called for by the Engineer on previous submittals. The Contracting Agency’s project management software will assign the resubmittal number of the original submittal followed by a revision number (1, 2, etc.) to indicate the sequence of the resubmittal.

Each submittal shall have a unique number assigned to it (via the Contracting Agency’s project management software).

The Contractor shall revise returned submittals as required and resubmit until final review is obtained. Any associated progress delay due to the Contractor’s need to revise and resubmit is the Contractor’s sole responsibility.

The Contractor shall verify that all exceptions previously noted by the Engineer have been accounted for.

#### **1-05.3(6) Clarifications**

Clarifications of the Contract intent shall be submitted via a Request for Information (RFI) using the Contracting Agency’s project management software as described in Section 1-05.17 of the Special Provisions. The Contractor shall provide a clear and concise clarification question, specific project document reference such as plan detail number or specification number, proposed solution to the clarification question, and provide any supporting documentation necessary to understand the clarification question.

Request for Information responses provided by the Contracting Agency shall be incorporated into the Record Drawings, if resulting in a change to the Contract Plans.

Request for Information responses provided by the Contracting Agency shall not be construed to be a change to the Contract Documents.

**1-05.7 Removal of Defective and Unauthorized Work**  
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

**1-05.11 Final Inspection**

Delete this section and replace it with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Delete the sixth and seventh paragraphs of this section.

### **1-05.15 Method of Serving Notices** (December 30, 2022 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.

Add the following new section:

**1-05.17 Project Management Communications – Provided at no cost to Contractor**

**1-05.17(1) Summary**

The Contractor shall use the communications tool and protocols included in the Contracting Agency's project management software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.

A valid email address, electronic and computer equipment, and internet connections are the responsibility of each project participant. The Contracting Agency will set up the user account.

Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.

**1-05.17(2) Training & Support**

The Contracting Agency will host an information and training session for Contractor staff in use of the Contracting Agency's project management software at a time to be schedule after contract award. Companies may also use online

videos, support articles, online chat and phone support provided by the Contracting Agency's project management software at no cost.

#### **1-05.17(3) Project Archive**

The archive will be available to the Contractor at no cost. The archive set will contain only documents that the Contractor has access to during construction. All legal rights in any discovery process are retained. Archive material shall be ordered through the Contracting Agency.

#### **1-05.17(4) Authorized Users**

Access to the Contracting Agency's project management software will be by individuals who have been authorized to use it by the Engineer.

1. The Contracting Agency will provide the Contractor with at least five (5) access accounts for the duration of the project. The sharing of user accounts is prohibited.
2. Contractor shall provide Engineer with list of Authorized users including valid email addresses following award of the Contract and scheduling of Contracting Agency provided training.
3. Authorized users will be contacted via e-mail with log-in information.
4. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the Contractor.
5. Only entities with a direct Contract with the Contracting Agency will be allowed to have read/write access (Authorized user) to the software. Read access may be provided to others, if beneficial to the project, including subcontractors and utility providers.

#### **1-05.17(5) Communications**

The use of fax, email and courier communication for this project is discouraged in favor of using the Contracting Agency's project management software to send messages. Communication functions are as follows:

1. Document Integrity and Revisions:
  - a. Documents, comments, drawings, and other data posted to the system remain a permanent component of the project. The originator, time and date are recorded for each document submitted to the system. Submitting a new document or record with a unique ID, originator, and time stamp is the method used to make modifications or corrections.
  - b. The system identifies revised or superseded documents and their predecessors.



- c. Server or Client-side software enhancements during the life of the project will not alter or restrict the content of data published by the system. System upgrades will not affect access to older documents or software.
2. Document Security: The system provides a method for communication of documents. Documents allow security group assignment to respect the contractual parties' communication with the exception that the Contracting Agency Administrative Users have access to everything. **DO NOT POST PRIVATE OR CONFIDENTIAL ITEMS IN THE DATABASE.**
3. Document Integration: Documents of various types are able to be logically related to one another. For example, requests for information (RFIs), inspector's daily field reports (IDRs), supplemental sketches and photographs can be referenced as related records.
4. Reporting: The system is capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system are available for project members and are subject to each user's security settings.
5. Notifications and Distribution: Document distribution to project members may be accomplished both within the Contracting Agency's project management software and via email depending on user settings. Project document distribution to parties outside of the project communication system may be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.
6. Except for paper documents which require original signatures and large format documents (greater than 11 x 17 inches), all other documents shall be submitted by transmission in electronic form into the Contracting Agency's project management software by Authorized users.
  1. Large format documents may be transmitted by hardcopy and electronically via the Contracting Agency's project management software as otherwise agreed, or as otherwise noted in the specifications.
  2. Document Types that shall be transmitted via the Contracting Agency's project management software include, but are not limited to:
    - i. Request for Information (RFI)
    - ii. Change Order (CO)
    - iii. Submittals
    - iv. Transmittals, including record of documents and materials delivered in hard copy
    - v. Meeting Minutes/Notes
    - vi. Application for Payments
    - vii. Review Comments
    - viii. Inspector's Daily Field Reports (IDR)
    - ix. Construction Photographs

- x. Drawings
- xi. Supplemental Sketches
- xii. Schedules
- xiii. Specifications

#### **1-05.17(6) Record Keeping**

1. The Contracting Agency and their representatives and the Contractor shall respond to electronic documents received from the Contracting Agency's project management software and consider them as if received in paper document form.
2. The Contracting Agency and their representatives and the Contractor reserve the right to reply or respond through the Contracting Agency's project management software to documents actually received in paper document form.
3. The following are examples of paper documents which will require an original signature:
  - a. Contract
  - b. Change Orders
  - c. Application & Certificates for Payment
  - d. Force Account and Protested Force Account forms
  - e. Correspondence by the Contractor constituting notification per Section 1-05.15 of the Special Provisions.

#### **1-05.17(7) Minimum Equipment Requirements**

In addition to other requirements specified in this Section, the Contractor shall be responsible for providing suitable tools and internet access to utilize the Contracting Agency's project management software. Contact the Contracting Agency for equipment requirements and support.

No separate payment will be made for the use of the Contracting Agency's project management software, as this will be considered incidental to the Contract. All costs incurred to carry out the requirements of utilizing and maintaining the Contracting Agency's project management software, including but not limited to, labor, training, equipment, and required tools are the sole responsibility of the Contractor.

### **1-06 CONTROL OF MATERIAL**

#### **1-06.1 Approval of Materials Prior to Use**

##### **1-06.1(4) Fabrication Inspection Expense**

*(June 27, 2011 APWA GSP)*

Delete this section in its entirety.

**1-06.6 Recycled Materials**  
(January 4, 2016 APWA GSP)

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

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

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

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

**1-07.1 Laws to be Observed**  
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the

conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

## **1-07.2 State Taxes**

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

### **1-07.2 State Sales Tax** *(June 27, 2011 APWA GSP)*

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

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

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

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

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

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

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

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

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

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

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

### **1-07.7 Load Limits**

Supplement this section with the following:

If the sources of materials provided by the Contractor necessitates hauling over roads other than County roads, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

### **1-07.18 Public Liability and Property Damage Insurance**

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

#### **1-07.18 Insurance**

(December 30, 2022 APWA GSP)

### **1-07.18(1) General Requirements**

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

all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

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

#### **1-07.18(2) Additional Insured**

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

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

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

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

#### **1-07.18(4) Verification of Coverage**

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

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1 07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.

3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

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

#### **1-07.18(5) Coverages and Limits**

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

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

#### **1-07.18(5)A Commercial General Liability**

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

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

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

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate



\$1,000,000 Personal & Advertising Injury each offence  
\$1,000,000 Stop Gap / Employers' Liability each accident

**1-07.18(5)B Automobile Liability**

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

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

**1-07.18(5)C Workers' Compensation**

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

**1-07.23 Public Convenience and Safety**

Supplement this section with the following:

The Contractor shall maintain safe pedestrian passage through the work area at all times, or a convenient and obvious walk around option for accessing main pedestrian pathways.

**1-07.23(1) Construction Under Traffic**

*(May 2, 2017 APWA GSP)*

Revise the third sentence of the second paragraph to read:

Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if approved by the Contracting Agency activating pedestrian recall timing or other accommodation may be allowed during construction.

**1-07.24 Rights of Way**

*(July 23, 2015 APWA GSP)*

Delete this section and replace it with the following:

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

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

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

Supplement this section with the following:

**Rights of Consideration for PROJECT NAME:**

<b>PARCEL NO.</b>	<b>PROPERTY OWNER</b>	<b>CONSIDERATIONS</b>

All cost for providing, installing, maintaining, and removing ITEM OF WORK shall be included in the lump sum bid item "Removal of Structure and Obstruction".

## **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** *(December 8, 2014 APWA GSP)*

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

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

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

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

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

#### **1-08.4 Prosecution of Work**

Delete this section and replace it with the following:

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

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

Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

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

#### **1-08.5 Time for Completion**

*(December 30, 2022 APWA GSP, Option A)*

Revise the third and fourth paragraphs to read:

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

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

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and

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

Supplement this section with the following:

*(March 13, 1995 WSDOT GSP, Option 7)*

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

#### **1-08.9 Liquidated Damages**

*(March 3, 2021 APWA GSP, Option A)*

Replace Section 1-08.9 with the following:

Time is of the essence for the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of \*\*\* **\$1,900** \*\*\* for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract 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, liquidated damages identified 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.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

## **1-09 MEASUREMENT AND PAYMENT**

### **1-09.2 Weighing Equipment**

#### **1-09.2(1) General Requirements for Weighing Equipment**

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

Revise item 4 of the fifth paragraph to read:

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

#### **1-09.2(5) Measurement**

*(May 2, 2017 APWA GSP)*

Revise the first paragraph to read:

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

#### **1-09.6 Force Account**

*(December 30, 2022 APWA GSP)*

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant

expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by the Engineer.

### **1-09.9 Payments**

*(December 30, 2022 APWA GSP)*

Section 1-09.9 is revised to read:

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

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

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

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

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

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

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

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;



2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

Failure to perform obligations under the Contract by the Contractor may be decreed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved.

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract, the Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

## **1-09.11 Disputes and Claims**

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

*(December 30, 2022 APWA GSP)*

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that all 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 all such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to all such claims or causes of action. It is further mutually agreed by the parties that when 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 all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

## **1-09.13 Claims Resolution**

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

#### **1-09.13(3)A Administration of Arbitration**

*(January 19, 2022 APWA GSP)*

Revise the third paragraph to read:

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

## **1-10 TEMPORARY TRAFFIC CONTROL**

## 1-10.2 Traffic Control Management

### 1-10.2(1) General

Supplement this section with the following:

*(October 3, 2022 WSDOT GSP, Option 1)*

The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust  
27055 Ohio Ave.  
Kingston, WA 98346  
(360) 297-3035  
<https://www.nwlett.edu>

Evergreen Safety Council  
12545 135<sup>th</sup> Ave. NE  
Kirkland, WA 98034-8709  
1-800-521-0778  
<https://www.esc.org>

The American Traffic Safety Services Association  
15 Riverside Parkway, Suite 100  
Fredericksburg, Virginia 22406-1022  
Training Dept. Toll Free (877) 642-4637  
Phone: (540) 368-1701  
<https://atssa.com/training>

Integrity Safety  
13912 NE 20th Ave.  
Vancouver, WA 98686  
(360) 574-6071  
<https://www.integritysafety.com>

US Safety Alliance  
(904) 705-5660  
<https://www.ussafetyalliance.com>

K&D Services Inc.  
2719 Rockefeller Ave.  
Everett, WA 98201  
(800) 343-4049  
<https://www.kndservices.nethttps://www.ussafetyalliance.com/>

## **1-10.2(2) Traffic Control Plans (TCP)**

Supplement this section with the following:

### **Development of Traffic Control Plans**

Development of a Traffic Control Plan shall be the responsibility of the Contractor. The Contractor shall submit their Traffic Control Plan for the Engineer's review 5 working days prior to the Preconstruction Meeting. The Engineer shall review the Plan and at the Preconstruction Meeting give written approval or discuss the revisions required. Subsequent reviews or revisions, if required, shall be accomplished by the Engineer within 5 working days after submittal. No work shall be undertaken until the Contractor has written approval of the Traffic Control Plan.

## **1-10.4 Measurement**

### **1-10.4(3) Reinstating Unit Items With Lump Sum Traffic Control**

Supplement this section with the following:

*(November 2, 2022 WSDOT GSP, Option 1)*

The bid proposal contains the item "Project Temporary Traffic Control," lump sum and the additional temporary traffic control items listed below. The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

THIS PAGE INTENTIONALLY LEFT BLANK

## **DIVISION 7 DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATERMAINS AND CONDUITS**

Add the following new section:

### **7-20 CURED-IN-PLACE PIPE**

#### **7-20.1 Description**

This work shall consist of installing Cured-In-Place-Pipe (hereinafter referred to as CIPP) within the existing, structurally deteriorating stormwater conveyance lines situated in the ROW as shown on the Plan Set and using a UV-curing method. To be done in compliance with referenced standards.

The rehabilitation of pipelines utilizing CIPP shall generally consist of the installation of a resin-impregnated flexible felt tube or composite felt and carbon or glass fiber tube which, when cured, shall extend the full length of the original pipe and provide a structurally sound, smooth, jointless and watertight pipe. The Contractor is responsible for proper, accurate and defect free installation of the new pipe regardless of the methods described herein.

#### **7-20.1(1) Reference Specifications, Codes, and Standards**

The following references form a part of this specification to the extent stated herein and shall be the latest editions thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

ASTM F2019	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)
ASTM F1216	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
ASTM F1743	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull in and inflate and Curing of a Resin-Impregnated Tube.
ASTM D543	Test Method for Resistance of Plastics to Chemical Reagents
ASTM D578	Standard Specification Glass Fiber Strands

ASTM D638	Standard Test Method for Tensile Properties of Plastics.
ASTM D790	Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
ASTM D2122	Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
ASTM D3567	Standard Practice for Determining Dimensions of "Fiberglass" (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings
ASTM D5813	Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe
ASTM D2990	Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
ASTM C1107	Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non- shrink)

## **7-20.1(2) CONTRACTOR SUBMITTALS**

Submittals shall be in accordance with Section 1-05.3(5) of these specifications. Submittals shall include, but not be limited to, the items identified in these specifications and in Section 1-05.3(5) of these specifications.

- A. The Contractor shall submit, prior to the installation or use of any lining materials or equipment, satisfactory written guarantee of their intent to comply with the manufacturer's standards for all materials and techniques being used in CIPP process. Any proposed modifications to the manufacturer's recommended standards shall be approved by the Engineer prior to installation of the product.
- B. The Contractor shall submit, prior to the installation or use of any lining materials or equipment, certified test results from the manufacturers which indicate that all materials conform to the applicable requirements.
- C. Chemical resistance submittals – The Contractor shall submit CIPP test results that meet the chemical resistance requirements of ASTM F1216 and ASTM F1743, Section 5.2.6. CIPP samples tested shall be of fabric tube and the specific resin proposed for actual construction. It is required

that CIPP samples without plastic coating meet these chemical testing requirements.

The chemical resistance tests should be completed in accordance with Test Method D543. Exposure should be for a minimum of one month at 73.4 degrees F. During this period, the CIPP test specimens should lose no more than 20 percent of their initial flexural strength and flexural modulus when tested in accordance with ASTM F1216 and ASTM F1743, whichever is applicable, when subjected to the following solutions:

<b>Chemical Solution</b>	<b>Concentration, percent</b>
Tap Water (pH 6-9)	100
Nitric Acid	5
Phosphoric Acid	10
Sulfuric Acid	10
Gasoline	100
Vegetable Oil	100
Detergent	0.1
Soap	0.1

The Contractor shall be responsible for all costs associated with the chemical resistance tests.

- D. CIPP Field Samples –The Contractor shall submit test results from previous field installations of the same resin system and tube materials as proposed for the actual installation. Field sampling procedure shall be in accordance with ASTM F1216 or ASTM F1743 and in accordance with ASTM D5813.
- E. MSDS Sheets – The Contractor shall submit Material Safety Data Sheets for all resins, and other additives such as accelerants, colorants, and lubricants utilized in the pipe liner/lining process.
- F. Informational Handout - The Contractor shall submit an informational handout that describes the materials, processes, installation, pressures, temperature limitations, and odors associated with the lining process that shall be provided at the request of concerned residents.

## **7-20.2 Materials**

### **7-20.2(1) GENERAL**

Neither the CIPP product, nor its installation, shall cause adverse effects to any of the County processes, facilities, and County natural waterways. The use of the



product shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Contractor shall notify the County and identify any by-products produced as a result of the operations, test and monitor the levels, and comply with any and all local waste discharge requirements.

CIPP products submitted for approval must provide Third Party Test Results performed by an independent lab supporting the long-term performance, structural strength, and corrosion resistance of the product. No product shall be approved without independent third-party testing. Minimum required third party test results that will be submitted shall be per ASTM D2990 to establish the long-term creep reduction factor to be used in the calculation of liner thickness and per ASTM D5813 to determine acceptable corrosion resistance performance.

### **7-20.2(2) Product Storage and Handling**

All materials shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the manufacturer. Storage locations shall be approved by the Engineer. All damaged materials and pipe rejected by the Engineer shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with current applicable regulations. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation.

### **7-20.2(3) Liner Tube**

- A. Tube – The sewn Tube shall consist of one or more layers of absorbent corrosion resistant fiberglass laminate, and meet the requirements of ASTM F1216, ASTM F1743, ASTM D5813, ASTM F2019, ASTM D578. The Tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipes, and conform to fit irregular pipe sections.
- B. The wet-out Tube shall have a uniform thickness that when compressed at installation pressures meets or exceeds the Design thickness.
- C. The Tube shall be sized to tightly fit the internal circumference and length of the host pipe. Allowance should be made for circumferential stretching during pressurization. Overlapped layers of fiberglass in longitudinal seams that cause lumps in the final product shall not be allowed.
- D. The outside layer of the Tube (before wet-out) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wet-out) procedure. The outer layer of the wet-out resin and liner system shall protect the resin from prematurely activating in the presence of potential ambient UV-light encountered during transport and handling.

- E. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be allowed.
- F. The wall color of the interior pipe surface of CIPP shall be light reflective so that a clear detailed examination with closed circuit television inspection equipment may be completed after installation.
- G. Seams in the Tube shall be stronger than the non-seamed Tube material.
- H. The outside of the Tube shall be marked for distance at regular intervals that are not to exceed 5 feet along its entire length. Markings shall include the Manufacturers name or an identifying symbol.

#### **7-20.2(4) Resin**

1. The resin/liner system shall meet the 10,000 hour test in accordance with ASTM D2990 or equivalent testing.
2. The resin shall be a chemically resistant isophthalic based polyester thermoset resin and catalyst system, or epoxy resin and hardener that are compatible with the installation process. Vinyl Esters may be used; however they shall only be used when specifically called for by the Engineer. The resin should be able to cure both in the presence and without the presence of water and the initiation temperature for cure should be less than 180 degrees Fahrenheit. When properly cured the resin/liner system shall meet the structural and chemical resistance requirements of ASTM F1216, and/or ASTM F1743.
3. The activated resin shall contain a colorant compatible with the resin, organic peroxides and the installation and curing process, such as CreaNova® CHROMA CHEM 844-7260 Phthalo-Blue, or equivalent, at a level of 0.01-0.035 % by the weight of the resin. The colorant shall be added concurrently with the organic peroxide activator solution, or immediately after adding it to the resin, to serve as a multi-purpose visual quality assurance indicator. For systems using a photo-initiator catalyst no colorant in the activated resin is required.
4. Prior to construction, the Contractor shall submit a baseline infrared spectrum chemical fingerprint of the type of resin to be used for this project on 8 ½" x 11" format.

#### **7-20.2(5) CIPP Structural Requirements**

1. The thickness of each liner installed shall be determined using calculation methods that are consistent with industry standards, Kitsap County design requirements, and the requirements of all applicable ASTMs. The Contractor's Design Engineer shall submit stamped and signed designs prior to the installation of any liner. The designs shall include a step by step calculation that shows all equations, defines all variables, lists all assumptions, and clearly indicates all values used for the design.
2. The design engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 50% of the initial design flexural modulus as determined by ASTM D790 test method.
3. The cured in place pipe material (CIPP) shall conform to the structural properties as listed below.

#### MINIMUM PHYSICAL PROPERTIES

Property	Test Method	Cured Composite
Wall Thickness	ASTM D2122	Per ASTM F1216
Flexural Modulus of Elasticity	ASTM D-790 (short term)	300,000 psi
Flexural Strength	ASTM D-790	4,500 psi

4. The required structural CIPP wall thickness shall be based as a minimum on the physical properties indicated above, the Design Equations in the appendix of ASTM F1216, and the following design parameters:

Design Safety Factor	2.0
Creep Retention Factor	50%
Ovality	2%
Modulus of passive soil reaction	1,000 psi
Groundwater Depth	Assume at surface
Soil Depth (above the crown)	See Plan Set
Live Load	H-20 (Highway Loading)
Soil Load (assumed)*	134 lb/cu. Ft.
Pipe Condition	Fully Deteriorated
Minimum service life	50 years

\* No soils investigation related to this project has been performed.

## 7-20.3 CONSTRUCTION REQUIREMENTS

### 7-20.3(1) Preparatory Work

The CIPP liner shall be installed and cured in the host pipe per the manufacturer's specifications as described and submitted in Section 1-05.3(5) of these Special Provisions.

CIPP installation shall be in accordance with applicable ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modification:

1. Final Cleaning and Inspection: The existing host pipe shall be cleaned just prior to insertion of the liner. A maximum of **one hour** may elapse between this final cleaning/flushing pass and the insertion of the liner. After the cleaning is complete, a final camera pass shall be made to verify the cleanliness of the line. This final pass shall be completed in the presence of the Engineer and accepted as 'clean'. This final video inspection shall be videotaped and submitted with Post Installation CD/DVDs to the Engineer.
2. Bypass pumping from upstream manholes shall be utilized in accordance with Section 7-08 of these Special Provisions to exclude any stormwater from entering the line during the inspection. All standing stormwater shall be removed from the main during final video inspection to provide the Contractor with a completely unobstructed view of the host pipe.
3. Prior to installation of the liner, the heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat supply. Additional monitors (typically thermocouple probes) are required and shall be installed between the impregnated tube and the pipe invert at the termination to allow for the monitoring and logging of temperatures during the cure cycle. The Contractor shall have back-up monitors available at all times.
4. Tube Insertion – The wetout tube shall be positioned in the pipeline using either air or water inversion, or a pull-in method. The tube shall be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point. The pressure head shall remain constant to avoid wrinkles in the liner. The Contractor shall protect the manholes to withstand forces generated by equipment, water, or air pressures used while installing the tube. If a lubricant is used during the installation process the Contractor shall submit material data to the Engineer prior to its use for approval. No petroleum based lubricants, such as mineral oil, shall be approved for use. The Contractor may be required to place an absorbent material in the area of installation (i.e. around truck area, gutter line, or where appropriate).

If a pulling method is used, a cable shall be strung through the existing pipe to be rehabilitated and attached to the liner through an existing manhole or access point. The liner shall be pulled through the existing

manhole and through the existing pipe by this cable. Care shall be taken not to damage the liner or host pipe during the installation.

**If the inversion process is used, a pre-liner shall be inserted in the existing pipe prior to insertion of the liner to ensure no migration of resin occurs into the surrounding groundwater or streams.**

Liners installed in pipe segments that contain a vertical or horizontal curve shall utilize the inversion method. If, in the opinion of the Contractor, it is deemed suitable to utilize the pull-in method for any pipe with a vertical or horizontal curve, it shall be noted on the pre-installation video inspection report and presented to the Engineer for approval for this method. If neither method is deemed suitable for liner installation the line segment will be removed from the contract.

#### **7-20.3(2)B CURING AND COOL DOWN FOR HEATED WATER OR STEAM**

1. After liner placement is completed, a suitable heat source and distribution equipment shall be provided to distribute or re-circulate hot water or steam throughout the pipe. The equipment shall be capable of delivering hot water or steam throughout the section to uniformly raise the temperature above the temperature required to cure the resin. This temperature shall be determined by the manufacturer based upon the resin/catalyst system employed. The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of the soil).
2. To ensure that each phase of the process is achieved at the approved manufacturer's recommended temperatures, suitable monitors to gauge and record temperatures of the incoming and outgoing heat source during the curing and cooling shall be placed between the tube and pipe invert at each end. A back-up monitor is required in the event of monitor failure.
3. The Contractor shall submit the cure and cool down periods as recommended by the resin manufacturer. If an accelerant is used the Contractor shall submit the adjusted cure and cool down periods based on the accelerant Manufacturer's recommendations. Recirculation of the hot water or steam shall be maintained continuously throughout this period.
4. During the cure and cool down process, the Contractor shall keep logs, charts and/or graphs of the liner temperatures at the specified locations to ensure that proper temperatures and cure times have been achieved. Certified cure logs and cool down schedules shall be submitted for each installed liner.

5. The Contractor shall maintain the maximum and minimum pressure required to hold the tube tight against the host pipe during the curing process until finished curing, per manufacturer's recommendation.
6. When cooling with water or air, the exterior "skin" (interface) temperature on both ends reaches 80 F or less, the processing shall be finished. The equipment may then be disconnected.
7. Care shall be taken in the release of the static head so that a vacuum will not develop that could damage the newly installed liner.

#### **7-20.3(2)C FINISHED PIPE LINER**

1. The finished lining shall be continuous over the entire length of an installation run and be free of visual defects, including but not limited to, foreign inclusions, cracks, dry spots or unsaturated layers, pinholes, wrinkles, blisters, bulges, soft spots, and de-lamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe. If these conditions are present, the affected portions of CIPP will be removed and replaced with an equivalent repair equal to the product installed.
2. Any defect, which will or could affect the structural integrity, strength, capacity, or future maintenance of the installed liners, shall be repaired at the Contractor's expense, in a manner approved by the Engineer.
3. The beginning and end of the CIPP shall be cut flush at the inlet and outlet points in the manhole, and the ends sealed with an epoxy or resin mixture compatible with the liner/resin system and shall provide a watertight seal. Sealing material and installation method shall be submitted and approved by the Engineer prior to start of construction. Hydraulic cements and quick-set cement products are not acceptable.

#### **7-20.3(3) INTERNAL REINSTATEMENT OF STORMWATER**

After the CIPP has been properly cured and cooled, the Contractor shall internally reinstate the existing active stormwater laterals. Internal reinstatement of laterals shall be performed by a qualified individual with experience in successful internal lateral cuttings. The cutting device shall produce a neat, clean and smooth opening 95% minimum and 100% maximum of the same size and configuration of the existing stormwater side lateral.

Stormwater side laterals shall not be overcut beyond the tolerances specified in these Special Provisions. In the event a stormwater side lateral is overcut, the

Contractor shall repair using a short liner and re-cut the stormwater side lateral. No additional payment shall be paid for the repair of overcut stormwater side laterals.

#### **7-20.3(4) Locations of Stormwater Side Laterals/Cut Sheets**

Main Segment “Cut Sheets” will be provided to the Contractor within ten (10) working days after the receipt of the Pre-Installation Inspection submittal. The “Cut Sheets” will be developed after the Engineer has reviewed the Pre-Installation Inspection CD/DVDs and associated Inspection Reports. The Engineer will note the stormwater side lateral footages (as determined in the inspection), active/inactive status of the stormwater side lateral connection, and the clock position of the laterals on the cut sheet.

The Contractor shall only reinstate laterals that are identified as being “active”. If the contractor reinstates a stormwater side lateral that is inactive, the Contractor has effectively introduced a point for infiltration to enter the stormwater main segment. In this circumstance, the Contractor shall perform, at their expense, an appropriate internal or external spot repair to remove this potential source of infiltration. Spot repair methods and materials shall be approved by the Engineer prior to implementation. No additional payment shall be paid for the spot repair of stormwater side lateral reinstatements.

If the Contractor fails to reconnect an active stormwater side lateral, the Contractor shall use whatever means necessary to reinstate the stormwater side lateral at his/her own expense. The Contractor shall be held financially liable for all claims for damages resulting from the missed reinstatement.

#### **7-20.3(5) FINAL ACCEPTANCE**

1. The Contractor shall perform a CCTV inspection in accordance with section 8.6 of ASTM 1216 and ASTM F1743 after installation of the CIPP liner and reconnection of the active stormwater side laterals. The quality of the Post-Installation CCTV inspection shall be held to the same standards as the Pre-Installation CCTV inspection. During the CCTV inspection the pipe invert shall be clear of any standing water and the pipe shall be continuously visible during the inspection.
2. The Contractor shall submit to the Engineer, for acceptance and approval, two (2) copies of unedited Post-Installation CD/DVDs and associated Inspection Reports for each stormwater main segment within **10 working days** of the liner installation. No more than one stormwater main segment shall be included on a Post-Installation Inspection CD/DVD or inspection report. The inspection report shall note the inspection date, location of all reconnected stormwater side laterals, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges.

The Post-Installation CD/DVD and Inspection Report submittals shall be reviewed by the Engineer within **10 working** days of receipt.

**Payment for "Furnish and Install \_\_\_\_-Inch Diameter CIPP", per linear foot will not occur until Post-Installation CD/DVDs and Inspection Reports have been submitted, reviewed, and approved by the Engineer.**

3. Immediately prior to conducting the post-installation CCTV inspection, the Contractor shall thoroughly clean the newly installed liner. Acceptance of the line as 'clean', (as previously defined in this Specification), shall be determined by the Engineer based upon the subsequent CCTV inspection of the line.

If the CCTV inspection reveals any deficiencies in the cleaning, such as remaining coupons of reinstated laterals, the contractor shall immediately correct these deficiencies.

#### **7-20.3(6) CLEAN-UP**

After the liner installation has been completed and inspected, the Contractor shall clean up the entire project area. All excess material and debris shall be disposed of by the Contractor in accordance with State and Federal laws and regulations. The project area affected by the Contractor's operations shall be reinstated.

#### **7-20.3(7) SAMPLING AND LABORATORY TESTING**

The physical properties of the installed CIPP liner shall meet the minimum physical properties per Section 7-20.2(5) verified through field sampling and laboratory testing.

Per Section 8 of ASTM F1216 and ASTM F1743, the Contractor shall obtain samples from all actual installed CIPP liners. All samples shall be labeled with the following:

- Date of installation
- Main segment number

The Contractor shall supply samples to the County upon request for testing. All material testing shall be performed at the County's expense. Final payment for the project shall be withheld pending receipt and approval of the test results. If properties tested do not meet minimum requirements, the CIPP liner is subject to rejection or replacement.

#### **7-20.3(8) WARRANTY**



The Contractor shall provide the County with a non-prorated, full labor and materials warranty to be in force and effect for a period of two (2) years from the date of physical completion of the project. The warranty shall cause the Contractor to repair or replace the liner should failures or damage result from faulty material or installation.

Extended warranties shall be considered for portions of the project that have not met the requirements of the contract or are defective or have been repaired.

## **7-20.4 MEASUREMENT**

The number of linear feet of CIPP liner will be measured based on the actual pipe footage obtained from the pre-installation CCTV inspections.

Internal reinstatement of stormwater side laterals will be measured per each.

## **7-20.5 PAYMENT**

Payment will be made in accordance with Section 1-04.1, for each of the following Bid items that are included in the Proposal:

"Furnish and Install \_\_\_-Inch Diameter CIPP (\_ Shots)", per linear foot

The unit contract price for "Furnish and Install \_\_\_-Inch Diameter CIPP (\_ Shots)", per linear foot, shall be considered full compensation for all labor, equipment and materials required to furnish and install the CIPP including final acceptance of the pipe liner per Section 7-20.3(5).

**Payment for "Furnish and Install \_\_\_-Inch Diameter CIPP", per linear foot will not occur until Post-Installation CD/DVDs and Inspection Reports have been submitted, reviewed, and approved by the Engineer.**

"Internal Reinstatement of Stormwater Conveyance Line", per each

The unit contract price for "Internal Reinstatement of Stormwater Conveyance Line", per each, shall be considered full pay for all labor, equipment, and materials necessary to complete the work as specified. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

END OF SECTION 7-20

THIS PAGE INTENTIONALLY LEFT BLANK



## **DIVISION 8 MISCELLANEOUS CONSTRUCTION**

### **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

#### **8-01.1 Description**

Supplement this section with the following:

This work shall include the preparation and implementation of a Temporary Erosion and Sedimentation Control (TESC) Plan by the Contractor for this contract.

#### **8-01.3 Construction Requirements**

##### **8-01.3(1) General**

##### **8-01.3(1)A Submittals**

Delete the first sentence and replace it with the following:

The Contractor shall prepare a temporary erosion and sedimentation control (TESC) Plan for the contract and shall submit this TESC Plan to the Engineer 5 days prior to the preconstruction conference.

A TESC Plan consists of a narrative section and plan sheets that meets Ecology's Stormwater Pollution Prevention Plan (SWPPP) requirement in the CSWGP. When the Contracting Agency has developed a TESC Plan for a Contract the narrative is included in the appendix to the Special Provisions and the TESC plan sheets are included in the Contract Plans. The Contracting Agency TESC plan will not include off-site areas used to directly support construction activity.

A Stormwater Pollution Prevention Plan (SWPPP) shall be prepared by the Contractor and submitted for approval by the Engineer. The SWPPP shall include and modify as necessary the TESC Plan drawings if provided as part of the Contract Plans. The Contractor shall prepare, review and modify the SWPPP as necessary to be consistent with the actual work schedule, sequencing, and construction methods that will be used on the project.

The SWPPP shall document all the erosion and sediment control Best Management Practices (BMPs) proposed, whether permanent or temporary. The plan shall document installation procedures, materials, scheduling, and maintenance procedures for each erosion and sediment control BMP. The Contractor shall submit the SWPPP for the Engineer's approval before any work begins. The Contractor shall allow at least five working days for the Engineer's review of the initial SWPPP or any revisions to the modified SWPPP. Failure to

approve all or part of any such plan shall not make the Contracting Agency liable to the Contractor for any work delays. The Contractor may not begin work without an approved Contractor's SWPPP.

Contractor TESC Plans shall include all high visibility fence delineation shown on the Contracting Agency Contract Plans. All TESC Plans shall meet the requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109 and be adapted as needed throughout construction based on site. The Contractor shall develop a schedule for implementation of the TESC work and incorporate it into the Contractor's progress schedule.

The Contractor shall submit their TESC Plan and implementation schedule as Type 2 Working Drawings. At the request of the Engineer, updated TESC Plans shall be submitted as Type 1 Working Drawings.

#### **8-01.4 Measurement**

Supplement this section with the following:

No specific unit of measurement shall apply to the lump sum bid item for Erosion/Water Pollution Control.

#### **8-01.5 Payment**

Supplement this section with the following:

"Erosion / Water Pollution Control", per lump sum.

The lump sum Contract price for Erosion/Water Pollution Control shall be full pay for all labor, tools, equipment, and materials for the installation, maintenance, and removal of erosion and water pollution control measures including the preparation and implementation of the TESC Plan.

## DIVISION 9 MATERIALS

### 9-03 AGGREGATES

#### 9-03.8 Aggregates for Hot Mix Asphalt

##### 9-03.8(2) HMA Test Requirements

Supplement this section with the following:

##### **ESAL's**

The number of ESAL's for the design and acceptance of the HMA shall be in the range of more than 300,000 to less than 3 million.

##### 9-03.8(7) HMA Tolerances and Adjustments

Supplement this section with the following:

Delete item 1 and replace with:

1. Job Mix Formula Tolerances. After the JMF is determined as required in 5-04.3(7)A, the constituents of the mixture at the time of acceptance shall conform to the following tolerances:

	Nonstatistical Evaluation	Commercial Evaluation
	<b>Aggregate, percent passing</b>	
1", ¾", ½" and ⅜" sieves	±6.0%	±8.0%
U.S. No. 4 sieve	±6.0%	±8.0%
U.S. No. 8 sieve	±6.0%	±8.0%
U.S. No. 200 sieve	±2.0%	±3.0%
Asphalt Binder	±0.5%	±0.7%
Air Voids	2.5% Minimum and 5.5% Maximum	

#### 9-03.14 Borrow

Add the following new subsection:

##### **9-03.14(5) Special Borrow**

Material for special borrow shall consist of granular material, either naturally occurring or processed, and shall meet the following requirements for grading and quality:

<b>Sieve Size</b>	<b>Percent Passing</b>
3 in	100
1.5 in	70-100
3/4 in.	50-85
No. 4	30-60
No. 40	8-24
No. 200	3-10
Sand Equivalent	35 Min.

### **9-03.21 Recycled Materials**

Supplement this section with the following:

The Contracting Agency encourages bidders to use recycled materials to the maximum extent feasible.

## **9-05 DRAINAGE STRUCTURES AND CULVERTS**

### **9-05.13 Ductile Iron Sewer Pipe**

Delete this section and replace it with the following:

#### **9-05.13 Ductile Iron Pipe**

Ductile iron pipe shall conform to ANSI A 21.51 or AWWA C151. The ductile iron pipe shall be Special Thickness Class 50, Minimum Pressure Class 350, or the Class indicated on the Plans or in the Special Provisions.

Nonrestrained joints shall be rubber gasket type, push on type, or mechanical type, and shall meet the requirements of AWWA C111.

### **9-05.15 Metal Casings**

#### **9-05.15(1) Manhole Ring and Cover**

Revise this section with the following:

All covers shall be interchangeable within the dimensions shown on the Drawings. All mating surfaces shall be machine finished to ensure a non-rocking fit. Sanitary and storm sewer manholes frames and covers shall have the words "KITSAP SEWER" or "KITSAP STORM" cast into the top surface of the cover and shall be the bolt down and locking type and size as shown on the Plans. Covers shall contain integral heavy duty cam locks with 1/4" round neoprene gaskets. Cam lock wrench shall only be removable when the cover is in the locked position. Subject to compliance with the contract documents the following manufacturers are acceptable:

1. EJ Group, Inc.
2. Neenah Foundry.
3. Deeter Foundry.
4. Olympic Foundry.
5. Approved Equal, shall be determined based on requirements within this section, materials specifications, and conformity with the dimensions and custom logo design provided on the Kitsap County Standard Details.

## 9-14 EROSION CONTROL AND ROADSIDE PLANTING

### 9-14.2 Topsoil

#### 9-14.2(1) Topsoil Type A

Section 9-14.2(1) is supplemented with the following:

*(September 12, 2019 WSDOT NWR GSP)*

Topsoil Type A shall consist of a uniform blend composed by volume of 60 percent to 70 percent Sandy Loam and 30 percent to 40 percent Fine Compost.

#### **Sandy Loam**

Sandy Loam shall be as defined by the US Department of Agriculture Natural Resource Conservation Services Soil Texture Triangle. Testing shall be performed by a Washington State Department of Ecology accredited testing laboratory approved through the North American Proficiency Testing Performance Assessment Program (NAPT-PAP) on a sample size of no less than 2 pounds. Testing shall not occur more than 90 days prior to installation and shall be submitted to the Engineer for approval a minimum of 14 calendar days prior to use or installation. The Sandy Loam analysis shall meet the following requirements:

Tested Item	Method*	Units	Specification Range
pH 1:1	S-2.20	S.U.	5.5 – 7.5
E.C. 1:1	S-2.20	mmhos/cm	≤ 2
Nitrate Nitrogen	S-3.10	mg/Kg	***
Ammonium Nitrogen	S-3.50	mg/Kg	***
Organic Matter	S-9.10	%	3 – 10
Phosphorus (P)	S-4.20 (Bray)	mg/Kg	***
Calcium (Ca)	S-5.10 (NH <sub>4</sub> OAC)	meq/100g	***



Tested Item	Method*	Units	Specification Range
Magnesium (Mg)	S-5.10 (NH4OAC) S-6.11 (DTPA/Sorbitol)	meq/100g Mg/Kg	***
Sodium (Na)			***
Potassium (K)			***
Zinc (Zn)			***
Manganese (Mn)	S-6.11 (DTPA/Sorbitol) EPA 908/S-10.10	Mg/Kg meq/100g	***
Copper (Cu)			***
Iron (Fe)			***
Sulfur (SO4-S)			***
Boron (B)			***
Molybdenum (Mo)			***
Cation Exchange (CEC)			5 Min.
Total Nitrogen	AOAC 990.3	%	***
Total Carbon	AOAC 972.3	%	***
C:N Ratio			20:1 or less
Exchangeable Sodium Percentage (ESP)	ESP	%	10 Max.
Particle Size Analysis (Sand, Clay, Silt)	S-14.10 (Hydrometer)	%	Sandy Loam
Heavy Metals Testing	EPA 6010D	mg/Kg	From WAC 173-350-220 Table 220-B unless otherwise noted
Arsenic			≤ 20
Cadmium			≤ 10
Chromium			≤ 42**
Copper			≤ 100**
Lead			≤ 150
Molybdenum			≤ 9
Nickel			≤ 100**
Selenium			≤ 18
Zinc			≤ 270**
Mercury	EPA 7473		≤ 8

Tested Item	Method*	Units	Specification Range
*Methods are from "Soil, Plant, and Water Reference Methods For the Western Region" 2005, 3 <sup>rd</sup> Ed., Dr. R. Gavlak, Dr. D. Horneck, Dr. R.O. Miller.			**From WAC 173-340-900 Table 749-2 for Unrestricted Land Uses ***Testing for soil-testing laboratory recommendations for soil treatments and amendments

The soil-testing laboratory shall state recommendations for soil treatments and soil amendments to be incorporated based on the results of the tests. Recommendations shall be in pounds per acre, or volume per cu. yd. for nitrogen, phosphorus, potash nutrients, and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.

### **Compost**

Compost shall conform to the requirements of Section 9-14.5(8).

### **Mixing Requirements**

Topsoil Type A shall be thoroughly mixed by the supplier prior to delivery to the site. The Contractor shall submit certification from the supplier that the Topsoil Type A has been mixed according to the above percentages at the point of delivery.

Acceptance of Topsoil Type A for use on a project shall be on the basis of visual verification by the Engineer that the delivered material is representative of the laboratory analysis documentation and certification.

THIS PAGE INTENTIONALLY LEFT BLANK

## **ATTACHMENTS**



**WASHINGTON STATE PREVAILING WAGE RATES, STATE BENEFIT CODE KEY  
AND SUPPLEMENTAL (L & I STATEMENT)**

Prevailing wage rates for Public Works contracts are to be selected via referencing WSDOT Labor and Industry standards dated August 14, 2025 found at this web URL:  
<https://secure.lni.wa.gov/wagelookup/>