

SPECIFICATIONS AND CONTRACT DOCUMENTS
February 2021

TOWN OF FRIDAY HARBOR
Spring Street Sewer and Storm Drain Replacement Project
First St. to Second St.

Prepared by:
Town of Friday Harbor
Wayne Haefele PE, Public Works Director
PO Box 219
Friday Harbor, WA 98250



EXPIRES 11-08-21

Wayne R. Haefele

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The Town of Friday Harbor will receive sealed bids until 2:00 p.m. on Wednesday, March 3, 2021 for the Spring Street Sewer and Storm Drain Replacement Project. As soon thereafter as possible, the bids will be opened publicly and read aloud. Bids shall be addressed to Wayne Haefele PE, Public Works Director, Town of Friday Harbor, 60 Second Street, PO Box 219, Friday Harbor, Washington 98250, and shall be labeled "Bid for Spring Street Sewer and Storm Drain Replacement Project".

The work includes the furnishing of labor, materials, and equipment for installation of the Spring Street Sewer, and Storm Drain Replacement. The project is located in Friday Harbor, Washington in San Juan County.

The base bid project consists of constructing 264 lineal feet of new 10" SDR 35 PVC Sewer and 278 lineal feet of new 30" double wall plastic storm drain on existing vertical and horizontal alignments along with xxx lineal feet of new 6" SDR 35 PVC sewer lateral on a new alignment. The work includes reconnection of 10 existing sewer laterals, replacement of 1 sanitary sewer manhole, selective demolition of one existing storm manhole, air testing of sewer facilities, restoration of the roadway section, HMA paving and roadway striping and marking.

The work of the base contract also includes temporary storm water BMP's which must be in place and accepted before any other work is begun.

Notice to proceed is scheduled for March 15, 2021 All work shall be complete sixty (60) calendar days thereafter with the final HMA lift to be completed by May 19th and Striping and Marking to be completed by May 26. Construction costs are estimated between \$460,000 and \$570,000 dollars. The project is subject to Washington State Prevailing Wage Rates.

Due to the location, with both sides of the street dedicated to restaurant, retail and professional businesses active during normal business hours and regularly unloading ferry traffic beginning at 7:45 am and ending at 11:05 pm, bidders are cautioned that working hours for this project will be 11:15 pm to 7:30 am, Sunday thru Thursday.

A pre-bid meeting and site visit is scheduled for Friday, February 26, 2021 commencing at 11:00 a.m. at Town Hall, 60 Second Street, Friday Harbor, Washington. Wayne Haefele PE, Public Works Director for the Town, will be available to answer questions and familiarize prospective bidders with the project. A tour of the project site will follow the pre-bid conference. Contractors may arrange site visits by contacting Mr. Haefele at (360) 378-2154.

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "Town of Friday Harbor". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project.

Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

Each bid shall be accompanied by a bid guaranty bond, or a certified or cashier's check payable to the order of the Town of Friday Harbor in an amount not less than five percent (5%) of the amount of the bid as a guaranty that the bidder will execute the contract if it be awarded in conformity with the bid form. The successful bidder will be required to furnish performance and payment bonds, each in an amount not less than one hundred percent (100%) of the contract price.

The Town of Friday Harbor reserves the right to reject any or all bids and to determine which bid is, in the Town's judgment, the lowest responsive and responsible bid of a bidder or group of bidders. The Town of Friday Harbor also reserves the right to waive any informalities in any bid and to delete or add any of the items listed in the bid as set forth herein.

Bidders on this work must comply with all applicable governmental requirements including, but not limited to, affirmative action programs and other equal employment opportunity actions.

Bids received after the time established for receiving bids will not be considered. **Faxed bids will not be accepted.** No bidder may withdraw a bid after the time established for receiving bids or before the award and execution of the contract, unless the award is delayed for a period exceeding ninety (90) calendar days.

For additional information, please contact Wayne Haefele, Town of Friday Harbor Public Works Director, at (360) 378-2154.

END REQUEST FOR SEALED BIDS

BIDS will be received by The Town of Friday Harbor (herein called the "OWNER") and bidding documents are available as set forth in the Request for Sealed Bids herein. The basis for measurement and payment for this work will be a Unit Price contract. The basis of the award will be the lowest bid schedule total for the base bid work.

Please note that hours of work for this project are 11:15 PM to 7:30 AM Sunday through Thursday. By 7:30 AM each day the work area shall be cleaned up, excavations filled or plated and traffic control & signage picked up so that business may be conducted as normal during daylight hours.

Section 1-02 "Bid Procedures and Conditions" of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction apply unless stated otherwise.

Bidders' attention is directed to Section 1-02.4 "Examination of Plans, Specifications and Site of Work".

Bidders should note that no geotechnical information exists for this project. Rock may be encountered during excavations for some of the improvements to be built. A request for a unit price per cubic foot of rock to be removed has been included in the bidding schedule to allow for this eventuality. Since most of the work involves replacement of existing facilities on existing alignment and depth, bidders are cautioned to assume excavations to be open trench through sand and gravel for purposes of their base bid for such items.

Information and data reflected in the CONTRACT DOCUMENTS with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the OWNER by the owners of such underground utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Special Provisions.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

For clarifications concerning the project or bidding documents contact Town of Friday Harbor Public Works Director, Wayne Haefele, PE at (360) 378-2154. Questions asked and answered will be furnished to all planholders in the form of addenda.

Bid prices shall include everything necessary for the completion of the work including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include allowance for federal, state and local taxes. State sales tax shall be tabulated as a separate line item in the space provided.

Envelopes are not provided. Bids shall be delivered in a sealed envelope marked "Bid for Spring Street Sewer and Storm Drain Replacement Project".

Section 1-03 "Award and Execution of Contract" of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction apply unless stated otherwise.

Each bid form shall include specific acknowledgment, in the space provided on the Bid Form, of receipt of all addenda issued by the Owner during the bidding period. Failure to so acknowledge will result in the bid being rejected as not responsive.

The Party to whom the contract is awarded will be required to execute the Agreement and obtain the contract bonds within five (5) business days after the date on the NOTICE OF AWARD. Failure to return the signed agreement within this time frame will result in the OWNER awarding the contract to the next lowest bidder. The NOTICE OF AWARD will be accompanied by the necessary Agreement.

The OWNER, within five (5) business days of receipt of the Agreement signed by the Party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by written notice withdraw the signed Agreement. Such notice or withdrawal shall be effective upon receipt of the notice by the OWNER.

END INFORMATION FOR BIDDER

TO: FRIDAY HARBOR TOWN COUNCIL
 TOWN OF FRIDAY HARBOR
 FRIDAY HARBOR, WA 98250

DATE: _____

The undersigned BIDDER, having personally examined the location and work as outlined in the plans and specifications for Town of Friday Harbor, SPRING STREET SEWER, AND STORM REPLACEMENT PROJECT, Friday Harbor, Washington, and having read and thoroughly understanding the plans, specifications, and contract governing the work embraced in this improvement, hereby proposes and agrees to perform all of the work and furnish all the equipment required thereby and to supply any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the contract and to complete, in a workmanlike manner, all work covered by said contract for the following price and amounts set forth. The total bid price shall include all contract work including incidental items which may be a construction activity or material which is neither measured nor paid for separately, but whose cost is built into an item or items appearing in the bid proposal. **(NOTE: Unit prices for item, all extensions and total amount of bid must be shown. Show unit prices in both words and figures. Unit prices exclude State sales tax. Where conflicts occur, the words shall prevail.)**

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization - includes all costs associated with insurance, bonds, required permits and fees, shop drawings, moving onto the job (mobilization), moving off the job (demobilization), project phasing, supervision, coordination of concurrent work with other contractors, meetings, potholing, "as-built" plans, and clean-up of Work indicated in the Contract Documents. Unit Price Written In Words:	1 LS (Lump Sum)	\$	\$
	Unit Price Written In Words:			
2	Temporary Erosion and Sediment Control - includes all labor, equipment materials or services required for the implementation and maintenance of Best Management Practices during the construction period as shown on the drawings and required by the Specifications. See 8-01.4 of the Special Provisions herein. Unit Price Written In Words:	1 LS (Lump Sum)	\$	\$
	Unit Price Written In Words:			
3	Temporary Traffic Control - includes all labor, equipment materials, consumables and services required for the management of traffic during the construction period. Work includes daily setup, maintenance and removal of warning signs, barricades, cones or other temporary traffic control devices as needed to restore two way traffic and parking during the hours from 5:00AM to 9:00PM. For purposes of this project include the cost of plating and un-plating and temporary burial and re-excavation of open work to restore daily traffic and parking in this item Unit Price Written In Words:	1 LS (Lump Sum)	\$	\$
	Unit Price Written In Words:			
4	Management of Storm Water Flow - includes all labor, equipment, materials and services required to bypass or divert or accommodate storm water flow as needed. Unit Price Written In Words:	1 LS (Lump Sum)	\$	\$
	Unit Price Written In Words:			

5	<p>Thirty Inch (30") ADS-12 Storm Drain - includes all labor, equipment materials, consumables, incidentals and services required to connect, trench, bed, backfill and compact 8" ADS storm drain to line and grade as shown in the drawings.</p>	278 LF (LINEAR FT)	\$	\$
	Unit Price Written In Words:			
6	<p>Bypassing of Sewage Flow - includes all labor, equipment, materials and services required to bypass sewage flow around work in progress as needed.</p>	1 LS (LUMP SUM)	\$	\$
	Unit Price Written In Words:			
7	<p>Ten Inch (10") SDR35 PVC Sewer – includes all labor, equipment, materials and services required to furnish and install the sanitary sewer complete and in place in the alignment shown on the drawings. This work includes saw-cutting, excavation, pavement removal, hauling, disposal, pipe bedding, backfill and compaction. This work also includes installation of sanitary tees at locations of new (replacement) lateral connections.</p>	264 LF (LINEAR FT)	\$	\$
	Unit Price Written In Words:			
8	<p>Forty Eight Inch (48") Precast Concrete Sanitary Sewer Manhole and Solid Lid – includes all labor, equipment, materials and services required to furnish and install the precast drop manhole structure and lid as shown in the drawings, complete and in place. This work includes excavation, backfill, as well as all pipe connections to the manhole.</p>	1 EA (EACH)	\$	\$
	Unit Price Written In Words:			
9	<p>New Six Inch (6") SDR35 PVC Collector Sewer with Cleanout – includes all labor, equipment, materials and services required to furnish and install new replacement side sewers from the new main to the back of curb as shown in the drawings. This work includes saw-cutting, excavation, pavement removal, hauling, disposal, pipe bedding, backfill and compaction.</p>	207 LF (LINEAR FT)	\$	\$
	Unit Price Written In Words:			
10	<p>Remove and Dispose of Existing Surfacing - includes all labor, equipment materials, consumables and services required to remove and dispose of existing bituminous surface.</p>	276 CY (SQUARE YD)	\$	\$
	Unit Price Written In Words:			
11	<p>CSTC - includes all labor, equipment materials, consumables and services required to place, spread and compact crushed surfacing top course to restore the subgrade in trenched areas and provide a suitable surface for pavement restoration.</p>	116 TN (TON)	\$	\$
	Unit Price Written In Words:			
12	<p>Prepare Subgrade - includes all labor, equipment materials, consumables, incidentals and services required to recompact and adjust subgrade to receive HMA pavement.</p>	2000 SY (SQUARE YD)	\$	\$
	Unit Price Written In Words:			

13	HMA Paving - includes all labor, equipment materials, consumables, incidentals and services required to place, spread and compact approved 1/2 " dense -(PG - 64) mix to line and grade shown complete and in place as specified and shown in the drawings.	558 TN (TON)	\$	\$
	Unit Price Written In Words:			
14	Tack Coat - includes all labor, equipment materials, consumables, incidentals and services required to apply asphalt emulsion at the rate of 0.07 gallons per square yard between lifts as specified and shown in the drawings.	145 GAL (GALLONS)	\$	\$
	Unit Price Written In Words:			
15	Raise Sewer and Storm Manhole includes all labor, equipment materials, consumables and services required to locate, saw cut, expose, raise, set to grade and construct concrete collar per detail on sheet C-8 of drawings complete and in place.	4 EA (EACH)	\$	\$
	Unit Price Written In Words:			
16	Raise Water Valve includes all labor, equipment materials, consumables and services required to locate saw cut, expose, raise, and construct concrete collar per detail on sheet C-8 of drawings complete and in place.	1 EA (EACH)	\$	\$
	Unit Price Written In Words:			
17	Plastic Stop, Crosswalk and Handicap Landing Lines - includes all labor, equipment materials, consumables and services required to install stop and crosswalk lines complete and in place.	724 SF (SQUARE FT)	\$	\$
	Unit Price Written In Words:			
18	Painted Stenciled Handicap Parking Symbol - includes all labor, equipment materials, consumables and services required to install painted markings for handicap parking spaces.	8 EA (EACH)	\$	\$
	Unit Price Written In Words:			
19	Painted Line - includes all labor, equipment materials, consumables and services required to install painted lines for angle parking, channelization, centerlines, etc.	600 LF (LINEAR FT)	\$	\$
	Unit Price Written In Words:			

 Total Base Bid (Bid items 1-14) proposal amount written in words

 \$

 Total Base Bid (Bid items 1-14) proposal amount written in figures (dollars and cents)

PROVISIONS FOR CONTRACT UNIT PRICE			
20	ROCK EXCAVATION includes all labor, equipment, materials or services required to remove and dispose of rock or other hard material that requires hammering for its removal and cannot reasonably be excavated with an excavator. The work includes excavation by excavator mounted rock hammer or hand operated jack hammer, removal, haul, and disposal. Unit Price Written In Words:	QUANTITY (ESTIMATED) 100 (Cubic Yard)	UNIT PRICE \$ \$
			TOTAL
			\$

The undersigned BIDDER agrees to complete all work awarded to him/her within ninety (90) calendar days. Receipt of Addendum Nos. _____ through _____ is hereby acknowledged. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within forty- five (45) days after the date of the bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he/she/it will execute and deliver a contract, in the form attached hereto as required by the contract documents, in accordance with the bid as accepted, and that he/she/it will give performance bonds as specified with good and sufficient surety or sureties, all within five (5) days (unless a longer period is allowed) after the prescribed forms are presented to him/her for signature.

Enclosed is security as required consisting of:

in the amount of:

 Indicate which: Cashier's check, Certified Check or Bid Bond

 Security amount written in words

 \$

 Security amount written in dollars and cents

which amount is not less than five percent (5%) of the total proposal.

It is understood that the above prices do not include Washington State Sales Tax and that the OWNER agrees to pay Washington State Sales Tax to the BIDDER as an additional and separate pay item not included in the above unit price bid items for all improvements, such as utility improvements for which the OWNER is not exempt from Washington State Sales Tax, as specified in Section 1-07.2, State Taxes. The BIDDER agrees to pay all other State and Local taxes as specified in Section 1-07.2.

The party by whom this BID is submitted, and by whom the contract will be entered into in event the award is made to him/her, is: _____ ;

_____ Indicate which: Corporation, Partnership, or Individual

doing business as and to which NOTICE OF ACCEPTANCE should be sent:

BIDDER INFORMATION: If the BIDDER is awarded a construction Contract on this PROPOSAL, the names of the principal officers of the corporation or partnership, submitting the PROPOSAL, or of all persons interested in this PROPOSAL as principals are to be listed along with the address to which all communications concerned with this PROPOSAL and with the Contract are to be sent:

Company Name: _____

Mailing Address: _____

City, State, Zip: _____

Telephone No.: _____

Interested Persons: _____

IF SOLE PROPRIETOR OR PARTNERSHIP: IN WITNESS HERETO, the undersigned has set his/her hand this _____ day of _____, 2021.

By: _____

Title: _____

IF SOLE PROPRIETOR OR PARTNERSHIP: IN WITNESS HERETO, the undersigned has set his/her hand this _____ day of _____, 2021.

By: _____

Title: _____

NOTE: If the bidder is a co-partnership, so state, giving firm name under which business is transacted. If the bidder is a corporation, this bid must be executed by its duly authorized officials.

SURETY INFORMATION

(Page 1 of 1)

SURETY: If the BIDDER is awarded a construction Contract on this PROPOSAL, the Surety who provides the Performance and Payment Bonds will be:

Company Name: _____

Mailing Address: _____

City, State, Zip: _____

Telephone No.: _____

Each BIDDER submitting a PROPOSAL on work included in these specifications shall prepare and submit as part of his/her bid the data requested in the following schedule:

A. Name of Bidder: _____

B. Business Address: _____

C. Telephone: _____

D. State of WA Registration No. _____

E. Years contracting business under present name: _____

F. Gross amount of contracts now in hand: _____

G. General character of work performed: _____

H. List of recent projects constructed by said company, including approximate cost, dates and owner:

I. List of company's major equipment:

J. Bank references:

By: _____

Title: _____

THIS CONTRACT, made and entered into this _____ day of _____, 2021, by and between the TOWN OF FRIDAY HARBOR, a municipal corporation, hereinafter called the OWNER, and _____ hereinafter called the CONTRACTOR.

WITNESSETH

The CONTRACTOR, in consideration of the sum to be paid him/her by the OWNER and of the Covenants and Agreements herein contained, hereby agrees, at his/her own proper cost and expense, to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the installation of the Spring Street Sewer and Storm Drain Replacement Project, and associated work to the extent of the PROPOSAL made by the CONTRACTOR, dated the _____ day of March, 2021, all in full compliance with the contract documents referred to herein.

For purposes of this agreement the contract documents shall be interpreted to include this Agreement, the "Specifications and Contract documents February 2021" (inclusive of the signed Bid Proposal), All addenda, the Contract Provisions, bonds, the "Standard Specifications" and the contract drawings consisting of 6 sheets entitled "Spring Street Sewer and Storm Drain Replacement Project".

In consideration of the performance of the work as set forth in these contract documents, the OWNER agrees to pay to the CONTRACTOR the amount bid in the PROPOSAL as adjusted in accordance with the contract documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the contract documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the contract documents and based on the said PROPOSAL.

The CONTRACTOR agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this CONTRACT for a period of one (1) year after the date of acceptance of the work by the OWNER, and further agrees to indemnify and save the OWNER harmless from any costs encountered in remedying such defects.

It is agreed the time limit for completion of the CONTRACT, based upon the PROPOSAL shall be sixty (60) calendar days for all items after date of OWNER's written notice to proceed.

In witness whereof, we the parties hereto, each herewith subscribe the same this _____ day of _____, 2021.

CONTRACTOR:

By:

Name

Title:

TOWN OF FRIDAY HARBOR:

By:

Farhad Ghatan

Title: Mayor

CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINAGE PERCENTAGE

A. I hereby elect to have the retained percentage of this contract held in a fund by the Owner until thirty (30) days following final acceptance of the work.

Date _____ Signed _____

B. I hereby elect to have the Owner deposit the retained percentage of this contract in an interest bearing account, not subject to withdrawal until after final acceptance of the work.

Date _____ Signed _____

C. I hereby elect to have the Owner invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.010, and RCW 60.28.050.

Date _____ Signed _____

D. I hereby designate _____ as the repository for the escrow of said funds.

Date _____ Signed _____

E. I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The Owner shall not be liable in any way for any costs or fees in connection therewith.

Date _____ Signed _____

PERFORMANCE AND PAYMENT BOND

KNOW ALL PEOPLE BY THESE PRESENTS: That whereas the **TOWN OF FRIDAY HARBOR**, Washington has awarded to _____ (Contractor), hereinafter designated as the "Principal", a Contract for construction of the **Spring Street Sewer and Storm Drain Replacement Project** which Contract consists of Specifications and Contract Documents, Plans, Accepted Proposal, and Agreement, all as attached hereto and made a part hereof, and whereas, said Principal is required under the terms of said contract to furnish a bond for faithful performance of said contract;

NOW, THEREFORE, we the Principal and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and duly authorized to do business in the State of Washington as surety, are held and firmly bound unto the TOWN OF FRIDAY HARBOR, for and in behalf of _____ in the sum of _____ Dollars (\$ _____), lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those presents. The performance bond shall be for 100 percent of the contract amount.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-noted Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said contract, and shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors and materialman, and all persons who shall supply such person or persons or subcontractors, with provisions and supplies for the carrying on of such work, on his/her or their part, and shall indemnify and save harmless the TOWN OF FRIDAY HARBOR, its officers and agents; and shall further save harmless and indemnify said TOWN OF FRIDAY HARBOR from any defect or defects, in any of the workmanship or materials entering into any part of the work or designated equipment covered by said Contract, which shall develop or be discovered within one (1) year after the final acceptance of such work, and this obligation then shall become null and void; otherwise it shall be and remain in full force and effect; provided that the liability hereunder for defects in materials and workmanship for a period of one (1) year after the acceptance of the work shall not exceed the sum of:

_____ Dollars (\$ _____).
(Ten percent (10%) of contract sum)

PROVIDED FURTHER, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the contract or the work or to the specifications.

provided that said changes, extensions, alterations and additions, shall not increase the surety obligations under this bond by more than 10 percent (10%) of the contract price without written consent of the surety.

IN WITNESS WHEREOF, the said Principal and the said Surety have caused this bond and two (2) counterparts thereof to be signed and sealed by their duly authorized officers this _____ day of _____, 2016.

Corporate Seal

Principal
By: _____
Title _____

WITNESSES (Two):

ATTEST (If Corporation)

By _____

Surety

Title

By _____, Its _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

Special provisions hereinafter contained supersede any conflicting provisions of the Standard Specifications and are hereby made a part of this contract.

STANDARD SPECIFICATIONS:

All materials and workmanship shall be in accordance with the requirements of the State of Washington, Department of Transportation, and Standard Specifications for Road and Bridge Construction - 2012 edition, as amended unless modified herein or by the Town of Friday Harbor Street and Storm Drainage Standards, latest edition.

CONTRACT DRAWINGS:

Shall include the State of Washington, Department of Transportation Plans with most recent modifications, and as augmented or modified by the Town of Friday Harbor Street and Storm Drain or Engineering Design Standards.

HOURS OF WORK:

The on-site work of the contract shall be performed between the hours of 11:15 PM and 7:30 AM, except as authorized by the Town of Friday Harbor Public Works Director or Town Administrator. Between 7:30AM and 11:15 PM the street shall be returned to as normal a condition as possible so that two- way traffic and parking may be maintained.

1-01 DEFINITIONS AND TERMS

Where the Standard Specifications define certain words, the following changes shall be made:

<u>SECTION</u>	<u>DEFINITION</u>	<u>SUBSTITUTION</u>
1-01.10	Department, Department of Transportation	Town of Friday Harbor
1-01.11	Engineer	Wayne Haefele, P.E.
1-01.23	Secretary, Secretary of Transportation	Town Council, Town of Friday Harbor, Washington
1-01.27	State	Town of Friday Harbor

1-02 BID PROCEDURES AND CONDITIONS

The provisions of Section 1-02.7 shall not apply.

1-04 SCOPE OF WORK

The Town reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary in accordance with the Standard Specifications sections 1-04.4 "Changes" and 1-09.5 "Deleted or Terminated Work".

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

The provisions of Section 1-07.2, State Taxes, of the Standard Specifications apply.

The provisions of Section 1-07.17, Utilities and Similar Facilities is reiterated here for emphasis:

"The Contractor shall protect from damage private and public utilities, including telephone and telegraph lines, power lines, sewer and water lines, railroad tracks and appurtenances, highway lighting and signal systems, and similar facilities."

The Contractor's attention is drawn to the many underground utilities that exist within the area of the proposed construction. Although the Engineer, The Town and the utility owners have done their best to locate them, they are not necessarily correct! Final verification and protection of these utilities is the Contractor's responsibility.

The provisions of Section 1-07.18, Public Liability and Property Damage Insurance, of the Standard Specifications are hereby deleted and the following substituted:

"The Contractor shall obtain and keep in force during the term of the Contract public liability and property damage insurance with companies and in form subject to the approval of the Engineer. The Town shall be specifically named as an addition insured on said policy insofar as work under the contract is concerned. The coverage provided shall protect against claims for personal injuries, including accidental death and property damage arising in whole or in part from any act or omission of the Contractor or subcontractor, or anyone employed by either. The policy, and any endorsement naming the Town as an additional insured, shall include a provision requiring written notification of the Town of termination and of any change in any of its terms which relate to this contract, ten (10) days in advance of such termination or change.

"The minimum coverage shall be as follows:

"Bodily injury coverage of not less than \$1,000,000 for bodily injury, including accidental death, to any one person, and subject to that limit for each person, of not less than \$1,000,000 for each occurrence; and property damage of not less than \$1,000,000 for each occurrence. Certifications by the Contractor that a policy, or endorsement to an existing policy, naming the Town as an additional insured and otherwise satisfying the requirements set forth herein, has been obtained from a particular company and is in effect, shall be forwarded to the Engineer with the signed Contract as provided in Section 1-03.3. As soon as possible, but no later than the date of commencing work under this contract, the Contractor shall forward to the Engineer a copy of the policy obtained. If a general policy, which satisfies all of the above requirements, currently in force insuring the Contractor, has been previously filed with the Engineer, the Contractor may submit, in lieu of any additional copy of the policy, a certification by the insurance company issuing the policy that its coverage has been extended to this contract and setting forth the basic coverage limits, together with a copy of an endorsement adding the Town as named insured if the basic policy does not so name the Town. The Town will pay no progress estimate payments under Section 1-09 until the Contractor has fully complied with this Section. This remedy is not exclusive and the Town may take such other action as is available to it under other provisions of this contract, or otherwise in law. Coverage in the minimum amount set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage."

A portion of the provisions of Section 1-07.23(1), Public Convenience and Safety, are reiterated here for emphasis:

"Construction shall be conducted so that as little inconvenience as possible is caused to abutting property owners. Convenient access to driveways, houses, and buildings along the line of work shall be maintained; and temporary approaches to crossing or intersecting streets shall be provided and kept in good condition. When the abutting owners' access across the right of way line is to be eliminated and replaced under the contract by other access, the existing access shall not be closed until the replacement access facility is available."

The following shall be included in Section 1-07.23(1): "If at any time during construction, the road must be closed, a well-marked and directed detour must be provided. At the end of each working day, the street must be graded as required to let traffic pass safely until the next working day."

1-08 PROSECUTION AND PROGRESS

The provisions of Section 1-08.5, Time of Completion, shall be modified to include:

"The Contractor will have ninety (60) calendar days to complete all work. HMA Paving shall be complete by May 19, 2021. Striping and Marking shall be complete by May 26, 2021.

The contract time shall start upon Notice to Proceed.

The provisions of Section 1-08.9, Liquidated Damages, of the Standard Specifications apply.

4-02 Gravel Base

Add the following to 4-02.2 Materials:

For purposes of this contract local 2" minus material shall be considered acceptable as CSBC and local 5/8" minus shall be considered acceptable as CSTC.

5-04.2 Materials

Add the following:

For purposes of this contract the following local materials shall be considered acceptable for use as aggregate:

1. 5/8" minus crushed rock top course conforming to gradation as sampled and tested 03/22/12
2. Black sand conforming to gradation as sampled and tested 03/22/12

5.04.3(3) Hot Mix Asphalt Pavers

Replace the first paragraph with the following:

"Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment, provided with a screed or strike-off assembly capable of distributing the material to not less than the full width of a traffic lane. Screed action shall include any cutting, crowding or other practical action which is effective on the mixture without tearing, shoving or gouging, and which produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The paver shall be provided with a suitable full width compacting device. Pavers that leave ridges, indentations or other marks in the surface

shall not be used unless the ridges, indentations or other marks are eliminated by rolling or prevented by adjustment in operation.

The asphalt paver shall operate independently of the vehicle being unloaded or shall be capable of propelling the vehicle being unloaded in a satisfactory manner. The load of the haul vehicle shall be limited to that which will ensure satisfactory spreading. While being unloaded the haul vehicle shall be in contact with the machine at all times and the brakes on the haul vehicle shall not be depended upon to maintain contact between the vehicle and the machine.

No portion of the weight of hauling or loading equipment, other than the connection, shall be supported by the asphalt paver, and no vibrations or other motions of the loader, which could have a detrimental effect on the riding quality of the completed pavement, shall be transmitted to the paver.

Sufficient personnel shall be provided to properly operate the paver. Unless fully automatic a person shall be provided to operate each wing as well as an operator to drive the unit. The paver operator shall not also operate any of the rollers.”

5.04.3(10)A Compacting

Replace the third paragraph with the following:

“A pass shall be one movement of a roller in either direction. A coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage, made to ensure a compaction without displacement of material in accordance with good rolling practice, shall be considered to be part of the coverage being made and not part of subsequent coverages started.

Rolling shall commence at the lower edge and shall progress toward the highest portion, except that when compacting layers which exceed 0.25-foot in compacted thickness, and if directed by the Engineer, rolling shall commence at the center and shall progress outwards.

Asphalt concrete and asphalt concrete base shall be compacted as follows:

Initial or breakdown compaction shall consist of a minimum of 3 coverages of a layer of asphalt mixture and shall be performed with a 2 axle or 3 axle tandem roller weighing not less than 8 tons. Where the thickness of the layer of asphalt mixture is less than 0.15-foot, fewer coverages than specified above may be ordered by the Engineer if necessary to prevent damage to the layer being compacted.

The initial or breakdown compaction shall be followed immediately by additional rolling consisting of 3 coverages with a 2 axle vibratory roller weighing at least 4 tons. Coverages with the second roller shall start when the temperature of the mixture is as high as practicable, preferably above 180 F, and shall be completed while the temperature of the mixture is at or above 150 F.

Each layer of asphalt concrete and asphalt concrete base shall be compacted additionally without delay by a final rolling consisting of not less than one coverage with a steel tired finish roller. Except as otherwise provided for low rates of production, a separate finish roller will be required. A vibratory roller may be used as the finish roller provided that the vibratory roller meets the requirements for a finish roller and is operated with the vibratory unit turned off.

Rolling shall be performed so that cracking, shoving or displacement will be avoided.

Rolling, where 3 axle tandem rollers may be used as specified in this Section shall be under the control of the Engineer, but in general no 3 axle tandem roller shall be used in rolling over a crown or on warped sections when the center axle is in the locked position.

The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by blading or other equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

When a straightedge 12 feet long is laid on the finished surface and parallel with the center line, the surface shall not vary more than 0.01-foot from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.02-foot are present

when tested with a straightedge 12 feet long laid in a direction transverse to the center line and extending from edge to edge of a 12 foot traffic lane.

Pavement within 50 feet of a structure or approach slab may deviate from a 12 foot straightedge by 0.02 in the center line direction.

At a minimum three rollers consisting of the following shall be used for each asphalt paver to compact all asphalt concrete and asphalt concrete base:

One steel-tired 2 axle tandem breakdown roller weighing not less than 8 tons;

One steel-tired, 2 axle vibratory roller weighing not less than 4 tons and;

One steel tired tandem finish roller.

The 2 axle tandem breakdown roller shall have rolling wheels with a diameter of 40 inches or more.

Each roller shall have a separate operator. Rolling equipment shall be self-propelled and reversible. The minimum number, weight and type of rollers required may be reduced or modified for low rates of production when alternative equipment is approved by the engineer.

Rollers shall be equipped with pads and water systems which prevent sticking of asphalt mixtures to the pneumatic-tired or steel-tired wheels. A parting agent, which will not damage the asphalt mixture, as determined by the Engineer, may be used to aid in preventing the sticking of the mixture to the wheels.

Pneumatic-tired rollers when used shall be the oscillating type having a width of not less than 4 feet with pneumatic-tires of equal size, diameter and having treads satisfactory to the Engineer. Wobble-wheel rollers will not be permitted. The tires shall be spaced so that the gaps between adjacent tires will be covered by the following tires.

The tires shall be inflated to 90 psi, or a lower pressure as designated by the Engineer, and maintained so that the air pressure will not vary more than 5 psi from the designated pressure. Pneumatic-tired rollers shall be constructed so that the total weight of the roller can be varied to produce an operating weight per tire of not less than 2,000 pounds. The total operating weight of the roller shall be varied as directed by the Engineer."

5-04.3(7)A Mix Design

Add the following to the beginning of paragraph 2 of 5-04.3(7)A1:

"The mix provided for this work shall be a 1/2" dense mix with stripping agent using PG64-22 Asphalt binder at a proportion not exceeding 6.2%. Mix designs that have been successfully used on Town Projects for new construction within the past 2 years will be accepted.".....

5-04.3(10)B3 Vacant

Replace with:

5-04.3(10)B3 Quality Control

As near to the commencement of paving as practical the Contractor shall submit to the Town's material laboratory a representative sample of HMA for determination of theoretical maximum density (TMD) via the Rice method. This TMD will be used for initial calibration of nuclear test gages to be used during paving.

The Town will provide on-site inspection of HMA placement and compaction

The HMA used on the job will be sampled at three locations and additional Rice densities taken and averaged as verification of the initial nuclear gage calibration. The lower acceptable limit of compaction shall be 91 percent based on the average theoretical maximum density obtained from the three samples taken from the mix used on the job.

8-01 Erosion and Water Pollution Control

8-01.1 Descriptions

Delete references to high visibility fence from text and add the following to the end:

SWPPP Narrative:

Twelve Elements

Mark Clearing Limits – High visibility fence does not apply. Project is in a roadway travel lane. Work Zone Traffic Control devices and markings for saw cuts will serve this function.

Establish Construction Access – The work zone outside the trench is not expected to become very muddy.

The usual quarry spall or steel washboard entrance/exit cannot be used because Ferry traffic and business access must remain open during the day. The intent is accomplished by establishment of a one-way haul route on and off the site, and street sweeping requirements.

Control Flow Rates – Flow Rates for off-site water diverted into storm drains need not be controlled because the flows will be within the design limits of the system. Flow rates for water within the work area will be controlled as needed by placement of berms or wattle to minimize the sediment washed into temporary sumps. Flow of this water out of the work site is not allowed.

Install Sediment Controls – see 3 above.

Stabilize Soils – Does not apply. Entire site will be in work until repaved.

Protect Slopes – see 3 above.

Protect Permanent Drain Inlets- Place sox in downstream and adjacent catch basin.

Stabilize Channels and Outlets – Does not apply. There will be no channels or outlets.

Control Pollutants – Does not apply. Potential pollutant materials shall be properly stored off site. No on-site maintenance of vehicles or equipment allowed.

Control De-Watering – See "Construction Schedule" below.

Maintain BMP's – see 8-01.3(15)

Manage the Project – see 8-01.3(1) C and 8-01.3(16)

Project Description – This project is an underground utility replacement in an urban downtown core setting. Its purpose is to replace the existing water; sewer and storm drain lines beneath Spring Street, in the block between Second Street and Nichols Street in the Town of Friday Harbor. The total size of the work area is 10,562 SF all of which is expected to be disturbed. No new impervious area will be created, nor will there be any net cut or fill.

Existing Site Conditions – The project limits are entirely within an urban street paved with hot mix asphalt concrete and bounded by Portland cement concrete curb, gutter and sidewalk on both sides. The street slopes at about 8% northward, toward the Harbor. All existing drainage is provided by storm drains opening to a hard

piped storm drain system conveying runoff directly to the harbor.

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Adjacent Areas – All adjacent areas consist of either buildings or other streets. This is in an area of zero lot line construction where the building fronts are at the back of sidewalk. Off-site drainage can reasonably be expected to enter the project limits unless diverted because the adjoining streets slope down to the upper limit of the project for the most part. Downstream drainage consists of a few catch basins opening into a 48" storm drain pipe day lighting to the harbor within 100 LF of the north end of the project.

Critical Areas – All salt waters surrounding the San Juans are designated "pristine" by DOE and have very restrictive standards for stormwater runoff. This applies to both everyday and construction runoff. The harbor is salt water.

Soil – This area has been trenched and retrenched so many times that the likelihood of running into undisturbed natural soils is very low. Also, since the bulk of the work will be following existing trench lines, the vast bulk of soils found and disturbed will likely be imported crushed rock and sand. Based on the Town's experience installing the storm drain system, where new manholes or vaults are installed the natural soil will probably be shale or hard chrystaline rock. Erodibility in runoff can be expected to be moderate. Particles should settle relatively quickly, but storm water can be expected to remain too turbid for release into the storm

drains so close to the harbor.

Potential Erosion Problem Areas – All areas stripped of asphalt concrete are potential erosion problem areas.

Construction Phasing – Construction will not be phased.

Construction Schedule – The project is planned to begin in February with construction continuing to late April. Trenching and pipe laying will be during the rainy season. Storm water from outside the project limits will be prevented from entering the project limits and will be diverted into storm drains. All water from within the project limits will be pumped into tank trucks and hauled off site to a sedimentation pond.

Financial/Ownership Responsibilities – The project is entirely within Town of Friday Harbor right of way. The Town is responsible for proper handling of storm water.

Engineering Calculations – see SWPPP drawing.

Certified Erosion Control Specialist – See SWPPP drawing and 8-01.3(1)B below.

8-01.3(1) General

Replace the existing text with the following:

A construction stormwater pollution prevention plan is included in the plan set. This plan shows storm water BMP's to be constructed before other work and maintained throughout the project, along with storm water management materials and equipment that is to be immediately available for use on site as need arises. Care has been taken to separate storm water arriving from off-site sources and direct it to the storm drain, limiting storm water volumes from within the construction zone. NO STORMWATER RUNOFF FROM THE CONSTRUCTION SHALL ENTER THE TOWN'S STORMWATER SYSTEM OR BE ALLOWED INTO THE HARBOR.

8-01.3(1)A Submittals

Replace TESC with SWPPP throughout:

Delete the first sentence: "When a temporary.....Highway Runoff Manual."

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8-01.3(1)B Erosion and Sediment Control (ESC) Lead

Before the first paragraph add the following:

A CECL employed by the Town will have overall authority over job site storm water conditions. The contractor's ECL shall take direction from the CECL and make people and materials available to deal with storm water situations without delay when asked to do so.

8-01.3(1)C Water Management

Replace "Unless site water is to be.....may be infiltrated upon the approval of the Engineer." as follows:

Site water is to be managed in accordance with the Friday Harbor Stormwater Manual and these specifications.

Groundwater – all water from within the construction zone, whether from trench dewatering or storm runoff, shall be routed to a sump, pumped into a tank truck and removed from the site to an approved disposal site where sedimentation or other treatment and eventual infiltration or release can be accomplished. The provisions of 8-01.3(1)E through 8-01(15) shall apply at the off-site disposal area as appropriate.

Process Water – shall be managed in the same manner as 1. above.

8-01.4 Measurement and 8-01.5 Payment

Replace with the following:

Measurement and Payment – All costs of the initial work to construct the BMP's depicted on the plan and the routine maintenance of these BMP's throughout the project as noted on the plan and as per 8-01.3(15) shall be included in the Lump Sum pay item "Stormwater Pollution Prevention". The cost of placing and maintaining additional BMP's specifically as directed by the CECL will be paid by force account except that a reminder by the CECL that the regular maintenance has not been done shall not be interpreted as such specific direction.

END OF SPECIAL PROVISIONS

Affidavit of Wages Paid
Department of Labor and Industries Letter
Prevailing Minimum Hourly Wage Rates

- 1) Wage rates that apply to this contract will be the latest as published by the Washington State Department of Labor and Industries, available from:

Prevailing Wage Office
PO Box 44540
Olympia, WA 98504-4540
360-902-5335
dow1235@lni.wa.gov

Current wage rates may also be obtained at the following location:

http://www.lni.wa.gov/prevailingwage/prev_wage_rates.htm

In the event that the wage determination decision of the Washington State Department of Labor and Industries, which is attached hereto and made a part hereof, has been superseded by any subsequent wage determination decision(s) published up to and including 10 days prior to bid opening, the most recent applicable wage decision shall be incorporated by reference, and the successful bidder agrees to be bound by it, regardless of what is contained in the specifications.

- 2) Before any payment is made by the Local Government Body of any sums due under this contract, the Local Government Body must receive from the Contractor and any subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages: approved by the Washington State Department of Labor and Industries. Also following the acceptance of the project, the Local Government Body must receive from the Contractor and each subcontractor a copy of the "Affidavit of Wages Paid" and in addition, from the prime Contractor a copy of "Release for the Protection of Property Owners and General Contractor," all approved by the State Department of Labor and Industries. The Contractor and each subcontractor shall pay all fees associated with and make all applications directly to the Department of Labor and Industries. Forms may be obtained from the Department of Labor and Industries. These affidavits will be required before any funds retained, according to provisions of RCW 60.28.010, are released to the Contractor. Payment by the Contractor or subcontractor of any fees shall be considered incidental to the construction and all costs shall be included in other pay items of the project.