CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF

WWTP MAINTENANCE BUILDING ROOF PROJECT

FOR THE

CITY OF WOODLAND

WOODLAND JOB NUMBER: SMA-15-02

February 18, 2015

Prepared By:

Bart Stepp, PE
City of Woodland
Public Works Director
PO Box 9
Woodland, WA 98674
(360) 225-7999
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CITY OF WOODLAND, WASHINGTON

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INVITATION TO BID
CITY OF WOODLAND WWTP MAINTENANCE BUILDING ROOF PROJECT

This project will be accomplished as a **SMALL WORKS PROJECT** and is subject to prevailing wage laws. All bidders must be on the Municipal Research Services Center Small Works Roster at bid opening.

Sealed proposals for furnishing all materials, labor and equipment for the following described work will be received by the City of Woodland Public Works Office at 300 E. Scott Avenue, Woodland, WA 98674 by 11:00 AM on March 10, 2015. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed to the City of Woodland, PO Box 9, Woodland, Washington 98674. Bids will not be accepted via facsimile or electronic mail. Each proposal shall be completely sealed in a package addressed as required. Sealed bids will be publicly opened and read at 11:05 AM on March 10, 2015 at the City of Woodland Council Chambers at 200 E. Scott Avenue, Woodland, WA 98674. A contract will be awarded or all bids rejected within 45 days after the bid opening.

**PROJECT NAME:** WWTP MAINTENANCE BUILDING ROOF PROJECT

**PROJECT DESCRIPTION:** Project consists of the two following tasks:

1) Remove existing roofing on WWTP Maintenance Building located at 755 Sandalwood Road. Roof size is approximately 20’ x 40’.
2) Install new Class B roofing assembly on WWTP Maintenance Building.

The issuing office for Contract Documents is City of Woodland Public Works, PO Box 9, Woodland, WA 98674, (360) 225-7999. Contract Documents will be available starting February 18, 2015. There will be a $20 fee for hardcopies of contract documents. Electronic versions of contract documents will be e-mailed for free. To check plan availability dates and/or plan holder’s list please call the above number for information.

Technical inquiries regarding the project should be directed to Bart Stepp, Public Works Director, at City of Woodland Public Works, PO Box 9, Woodland, WA 98674, (360) 225-7999. Contractors interested in inspecting the roof should contact Mark Morgan, WWTP Superintendent, at (360) 225-7007 to arrange a time to inspect the roof. All proposals must be submitted on the regular form furnished with the specifications. Work shall be completed within twenty (20) working days after receipt of the Notice to Proceed.

State Sales Taxes -- the provisions of Section 1-07.2(2) - Rule 170 – apply to this project. The Contractor shall include Washington State Retail Sales Taxes on the full contract price. All construction and material, unless otherwise specified, shall be in accordance with the 2014 Standard Specifications and Standard Plans for Road, Bridge and Municipal Construction as prepared by the Washington State Department of Transportation and as amended under Amendments to the Standard Specifications, and the American Public Works Association, and the City of Woodland Engineering Standards for Construction.

The CITY OF WOODLAND reserves the right to cancel this request or reject any and all bids received or to waive any minor formalities of this call if in the judgment of the City Council the best interest of the City would be served.
INSTRUCTIONS TO BIDDERS

1. Intent of Plans and Specifications
   It is the intention of these specifications to provide for careful, thorough and workmanlike construction procedures in the installation of materials and equipment and in the manufacture and delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material and labor necessary to complete said contract in accordance with all of its terms and conditions.

   The plans and specifications shall be considered and used together. Anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. The Engineer may furnish supplemental plans and specifications to define more clearly any requirement of the original documents; these shall be accepted by the Contractor as of the same force and effect as though they had been included among the listed drawings and in case of any conflict between the listed and the supplemental drawings, the latter shall govern. The Contractor shall not be entitled to extra payment because of his compliance with the requirements of such supplemental drawings unless they contain new requirements involving costs which clearly could not have been anticipated by an experienced contractor in his examination of the original listed drawings or could not reasonably be inferred there from the requirements of the contract. All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein and by this reference are incorporated herein and made a part hereof.

2. Examination of the Contract Documents
   Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, special provisions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to his proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document, and the Owner will in no case be responsible for any loss or for unanticipated costs that may be suffered by the Contractor as a result of conditions pertaining to the work.

3. Examination of Site and Conditions
   Before making a proposal, the bidder shall examine the site of the work and ascertain for himself all the physical conditions in relation thereto. Failure to take this precaution shall not release him from his obligation as implied by the proposal he submits nor excuse him from performing the work in strict accordance with the requirements of the contract documents. No statement made by any officer, agent, or employee of the Owner pertaining to the site of the work or the conditions under which the work must be performed will be binding on the Owner.

4. Inclement Weather
   The City of Woodland is subject to inclement weather through the winter and spring months. Severe rain and wind storms may occur in addition to snow and ice. The Contractor should be aware of the potential for inclement weather and plan the project accordingly.
5. **Addenda and Interpretations of Documents**

No interpretation of meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing, addressed to City of Woodland, and to be given consideration, shall be received at least five working days prior to date fixed for opening bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed, faxed or otherwise delivered to each prospective bidder. Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract documents. Where changes to plans, specifications or both or supplemental information of significant importance, additional bid time will be provided.

6. **Preparation of Proposal**

Bids must be submitted by filling in with ink (or typing), on the Form headed "Bid Proposal," each and every blank on each schedule for which the bidder has submitted a proposal. If the bidder is required to provide a special form appropriate to the nature of his bid, then such form shall be complete in all respects as required by the specifications if it is to merit consideration by the Owner.

All bid prices must be equal to the Bidders estimated cost to perform the work. Prices which are weighted and disproportionate to the actual cost, as may be compared to other Bidders and evaluation by the Engineer, may be considered non-responsive and their bid rejected. If the proposal is made by a partnership, it should contain the name of each partner and should be signed in the firm name, followed by the signature of partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the proposal should be signed with the name of the corporation and the state in which incorporated, followed by the written signature of the qualified officer and the designation of the office he holds in the corporation. The address of the person, firm or corporation in whose behalf the proposal is submitted shall be given. The bidder shall comply with all other specific requirements of the proposal form.

7. **Alteration of Documents Prohibited**

Except as may be provided otherwise herein, proposals which are incomplete, are conditioned in any way which the plans or specifications do not authorize, contain unverified erasures or alterations, include items which are not named in the proposal form or which are unlawful, may be rejected as non-responsive.

8. **Submission of Proposal**

Each proposal shall be completely sealed in a package addressed as required by the Invitation to Bid, marked with the name of the bidder and the title of the project, and must be delivered to Woodland Public Works Office, 300 E. Scott Avenue, at or before 11:00 AM on March 10, 2015. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed to the City of Woodland, PO Box 9, Woodland, Washington 98674.
9. **Modification of Proposal**
Change in a proposal already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by the bidder and the specific modification itself is stated prior to the scheduled closing time for the receipt of proposals. To be effective, every modification must be made in writing over the signature of the bidder; no other form of procedure will be accepted.

10. **Substitutions**
Approval of materials to be used on the project and possible substitutions thereof shall not be addressed during the bidding process. Materials shall meet the specifications and the bids shall be based on specified items.

11. **Withdrawal of Proposal**
A proposal may be withdrawn at any time prior to the scheduled closing time for filing bids. This may be done by the bidder in person or upon an e-mail or written request. A telephone request for withdrawal of a proposal will not be recognized for this purpose. If withdrawal is made personal, a written acknowledgment thereof will be required. After the scheduled closing time for filing bids, no bidder will be permitted to withdraw his proposal unless no award of contract has been made prior to the expiration of forty-five (45) days immediately following the time when bids are submitted. Bids received after the scheduled closing time will be returned to the bidder unopened.

12. **Bid Opening and Award**
All bids will be read at 11:05 AM on March 10, 2015 at the Woodland Council Chambers at 200 E. Scott Avenue, Woodland, WA 98674. The owner will make award determination by March 16, 2015.

13. **Basis of Award**
If the owner awards the contract, the award will be given to the lowest responsive, responsible, qualified Bidder submitting the lowest Bid Proposal acceptable to the Owner.

14. **Tied Bids**
Tied bids will be resolved per the procedure in the 2014 Standard Specifications and Standard Plans for Road, Bridge, and Municipal Construction as prepared by the Washington State Department of Transportation.

15. **Rejection of Bids**
The Owner reserves the right before or after opening to reject any or all bids or to waive any informality therein if it is believed that the best interest of the Owner will be served thereby.

16. **Bidder's Risk**
The submission of bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents, and has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the service to be provided herein. The failure or neglect of a bidder to examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder’s bid or to the contract. No claim for additional
compensation will be allowed which is based upon a lack of knowledge of any contract documents, statutes, regulations, ordinances, or resolutions.

17. **Employment Security Department Certificate of Coverage**
To be eligible for project award, Contractors must supply the City with a certificate of coverage from the Employment Security Department that states they are eligible to bid on this project. To obtain a certificate of coverage go to [www.esd.wa.gov/uitax/public-works.php](http://www.esd.wa.gov/uitax/public-works.php) and click on “Bid Letter” link located in the answer to the second question on that webpage.

18. **E-Verify Affidavit**
The City of Woodland participates in **E-Verify**. E-Verify is an electronic program run by Homeland Security that is designed to verify the documentation of job applicants. The contractor awarded this project must sign and submit an Affidavit of Compliance with E-Verify before a notice to proceed is issued.

19. **Woodland Business License**
The contractor awarded the project must obtain a City of Woodland business license before the City will issue a notice to proceed. For information on business licenses, call (360) 225-8281. All subcontractors that work on the project must obtain a business license before the City will pay for work completed by the subcontractor.

20. **Wage Law Intents and Affidavits**
If awarded the project, the contractor and each subcontractor shall complete or have on file a current "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) before payment will be made for work performed. An "Affidavit of Wages Paid" (Form L&I Number F700-007-000) shall be required upon final acceptance of the public works project by the City. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at:


The applicable prevailing wages for this project have an effective date of **March 10, 2014** and are available electronically from the Washington State Department of Labor & Industries and can be found at:

https://fortress.wa.gov/Lni/wagelookup/prvWagelookup.aspx

21. **Bidder Requirement**
By signing the Bid Proposal Form, the contractor declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages.

22. **Bidder’s Checklist**
Bidder shall complete the following forms and shall submit them with the Bid Proposal:
- Bid Proposal Form
- Bidder Qualifications
BID PROPOSAL FORM

TO: City of Woodland
    300 E. Scott Avenue
    PO Box 9
    Woodland, Washington 98674

FROM: Bidder ____________________________
    Address ____________________________
    ____________________________
    Telephone ____________________________
    E-Mail ____________________________

The undersigned, as bidder, declares that we have examined all of the contract documents and that we will contract with the City of Woodland to do everything necessary to complete the work as outlined on the plans and specifications for the WWTP MAINTENANCE BUILDING ROOF Project.

We acknowledge that addenda numbers _____ to _____ have been delivered to us and have been examined as part of the contract documents. We agree that Bidder Qualifications Form shall be a part of this proposal.

If our BID is accepted, we agree to sign the contract form and to furnish the performance and payment bonds and the required evidences of insurance within ten (10) working days after receiving written notice of the award of contract.

We further agree, if our BID is accepted and a contract for performance of work is entered into with the City of Woodland, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time period stated in the contract. We understand that the City of Woodland reserves the right to reject any or all bids and to determine which proposal is, in the judgment of the City of Woodland, the lowest responsible bid, and which proposal, if any, should be accepted in the best interests of the City of Woodland and that the City of Woodland also reserves the right to waive any informalities in any proposal or bid.

We further state that we 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 such contract.

Bidder agrees that the work will be completed within twenty (20) working days after the notice to proceed is received from the City of Woodland.
We propose to perform the work at the prices listed in the following bid schedule(s):

Notes:
(1) Sales taxes shall be included in the unit bid prices.
(2) The City reserves the right to adjust the scope of this work to match available funds.
(3) The City reserves the right to reject any or all bids.
(4) Below a list of items required to complete the project. It is the contractor’s responsibility to complete the project scope to all required standards and specifications.

BASE BID PROPOSAL:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Project Work Description</th>
<th>Est. Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Remove Existing Asphalt Roof (~ 20’ x 40’)</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Install New Class B Roofing System</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sales Tax (7.8%)

Grand Total Bid: $__

BIDDER acknowledges receipt of the following ADDENDUM:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Receipt Date</th>
<th>Signed Acknowledgment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BIDDER’S ADDRESS. Notice of Acceptance of this bid or requests for additional information should be addressed to the undersigned at the address stated below.

NON-COLLUSION DECLARATION. 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 or which this proposal is submitted.

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

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

SIGNATURE

Date: ________________  ________________

Proper Name of Bidder:

Contractor's License No.:__________________________

By: ______________________________

_______________________________
Address

_______________________________
City  State  Zip
BIDDER QUALIFICATIONS

Project: WWTP MAINTENANCE BUILDING ROOF PROJECT

If the above contract is awarded to our company, the following persons will be authorized to sign change orders, progress payments and similar documents for the company: (names and positions)

________________________________________

The contractor’s superintendent at the job site per Article 1-05.13 of the Standard Specifications will be (give full name): __________________________________________

The last three projects completed or substantially completed by our company involving similar construction work are as follows:

1. Project Name: ____________________________________________________________

   Dollar amount of Contract: $ ________________________________

   Owner: ________________________________________________________________

   Owner’s Representative: ___________________________ Phone No.: __________________

   Contractor’s Superintendent on this project: ________________________________

   Brief Description of Project Scope: _________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

2. Project Name: ____________________________________________________________

   Dollar amount of Contract: $ ________________________________

   Owner: ________________________________________________________________

   Owner’s Representative: ___________________________ Phone No.: __________________

   Contractor’s Superintendent on this project: ________________________________

   Brief Description of Project Scope: _________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
3. Project Name: ____________________________

   Dollar amount of Contract: $ ________________

   Owner: __________________________________

   Owner’s Representative: _________________ Phone No.: ________________

   Contractor’s Superintendent on this project: ____________________________

   Brief Description of Project Scope: __________________________________

   __________________________________

   __________________________________

   __________________________________

   Name of Person completing this form: ________________________________

   Title of Person completing this form: ________________________________

   Signature: ______________________________

   Date: ________________________________

   Phone No.: __________________________
PART II - CONTRACT FORMS
AGREEMENT

THIS AGREEMENT, made this _____ day of ____________, 2015, by and between the City of Woodland, Washington, hereinafter called "Owner," and of ____________________, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor."

WITNESSETH: that for and in consideration of the payments and agreements hereafter mentioned:

The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

PROJECT DESCRIPTION:
1) Remove existing roofing on WWTP Maintenance Building located at 755 Sandalwood Road. Roof size is approximately 20’ x 40’.
2) Install new Class B roofing assembly on WWTP Maintenance Building.

The Contractor will commence the work required by the Contract Documents within 10 working days after the date of the Notice to Proceed and will complete all work required by the Contract Documents within twenty (20) working days from the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the total price of _________________________________ Dollars and ________ Cents ($______,______).

The term "Contract Documents" means and includes the following:

<table>
<thead>
<tr>
<th>Invitation to Bid</th>
<th>Notice to Proceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructions to Bidders</td>
<td>Change Order</td>
</tr>
<tr>
<td>Bid Proposal Form</td>
<td>City of Woodland Special Provisions</td>
</tr>
<tr>
<td>Bidder Qualifications</td>
<td>Contract Bid Items</td>
</tr>
<tr>
<td>Agreement</td>
<td>Contract Drawings Prepared or Issued by the City of Woodland</td>
</tr>
<tr>
<td>Notice of Award</td>
<td>Addenda</td>
</tr>
<tr>
<td>All items included within these Contract Documents</td>
<td></td>
</tr>
</tbody>
</table>

The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heir, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.
OWNER:

By: ________________________________
Typed Name: Grover B. Laseke
Title: Mayor

ATTEST:

_____________________________________
Typed Name: Mari Ripp
Title: Clerk-Treasurer

CONTRACTOR:

By: ________________________________
Typed/Printed Name: ____________________
Title: ______________________________
Address: ______________________________

ATTEST:

_____________________________________
Typed/Printed Name: ____________________
Title: ______________________________
NOTICE OF AWARD

DATE: _______________, 2015

TO: 

_____________________________________

_____________________________________

_____________________________________

PROJECT NAME: WWTP MAINTENANCE BUILDING ROOF PROJECT

The Owner has considered the Bid submitted by you for the above described work in response to its invitation to bid to contractors on the Municipal Research Services Center Small Works Roster, and Contract Documents.

You are hereby notified that your bid has been accepted for items in the amount of 

_____________________________________

($ , . ).

You are required by the Bidding Documents to execute the Agreement and furnish the required Contractor Certificate of Insurance (including complete insurance coverage for the Owner and City of Woodland) within ten (10) working days from the date of this notice to you.

Intent to pay prevailing wages shall be demonstrated before Notice to Proceed is executed.

If you fail to execute said Agreement and to furnish insurance within ten (10) working days from the date of this notice, said Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.
Dated this _______ day of _________________, 2015.

City of Woodland, Owner

By: ________________________________

Title: ______________________________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.
Firm: ________________________________, this _____ day of ____________, 2015.

By: ________________________________

Title: ______________________________
NOTICE TO PROCEED

TO:  

PROJECT NAME:  WWTP MAINTENANCE BUILDING ROOF PROJECT

You are hereby notified to commence work in accordance with the Agreement dated ________________, 2015, within ten (10) working days of the date of this notice, or ________________, 2015, and you are to complete the work within twenty (20) working days of this notice. The latest date of completion is, therefore, ________________, 2015.

City of Woodland, Owner

By: ________________________________

Title: ________________________________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

Firm: ________________________________, this ___ day of __________, 2015.

By: ________________________________

Title: ________________________________
CHANGE ORDER

Change Order No. 1

Date: ____________________

NAME OF PROJECT:  WWTP MAINTENANCE BUILDING ROOF PROJECT

Agreement Date: __________

OWNER:  City of Woodland ________________________________

CONTRACTOR: ________________________________

The following changes are hereby made to the Contract:

1) ________________________________________________________________
   ________________________________________________________________

2) ________________________________________________________________
   ________________________________________________________________

Original Contract Price was: $ __________

Previously Approved Change Order(s): $ __________

Contract Price prior to this Change Order: $ __________

Contract Price for this Change Order will be increased by: $ __________

New Contract Price including this Change Order will be: $ __________

The Contract Time will be unchanged. The date for substantial completion as of the date of this Change Order, therefore, is ____________________________.

To be effective, this Order must be approved if it changes the scope or objective of the Project, or as may otherwise be required by the Special Provisions.

Requested by: ________________________________

Recommended by: ________________________________

Accepted by: ________________________________
PART III - CONDITIONS OF THE CONTRACT
CITY OF WOODLAND  
SPECIAL PROVISIONS

STANDARD SPECIFICATIONS

The Standard Specifications for this project shall be the "2014 Standard Specifications for Road, Bridge, and Municipal Construction" as prepared by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association, and as amended under Amendments to the Standard Specifications.

All modifications made in these Special Provisions shall take precedence over the Standard Specifications and the Amendments to the Standard Specifications. The reference made herein shall only mean the inclusion of the specific technical section referenced, and shall include any amendments made, if applicable.

All number references in these Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications bearing like numbers.

It should be understood that all references to state officers in the Standard Specifications shall mean the corresponding City of Woodland officers for the purpose of this contract. For example, all references to the Highway Commission shall mean the City of Woodland Council and all references to the Director of Highway shall mean the City’s Public Works Director, etc.

A copy of the Standard Specifications is available for review at the office of the Engineer.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

Amend as follows:

Engineer. Woodland Public Works Director, or his designated representatives.

Owner. Council of the City of Woodland as represented by its authorized officers, employees, or agents.

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.2 Award of Contract

Add the following paragraph:

“The award of the contract shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the
Agreement. Consideration shall be given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Any and all bids may be rejected when there are sound documented reasons for doing so. The Owner reserves the right to make these judgments. The Owner will award the contract within forty-five (45) days after the Bid Opening.

The “lowest responsible Bidder” shall be determined from the Contract Unit Bid Prices and Bid Proposal if selected by the Owner.”

1-04 SCOPE OF WORK

Add the following paragraph:

“Project consists of the following tasks:
1) Remove existing roofing system on WWTP Maintenance Building located at 755 Sandalwood Road. Roof size is approximately 20’ x 40’.
2) Install new Class B roofing assembly on WWTP Maintenance Building. The contractor awarded the project must provide a submittal that documents how the roof will meet this classification prior to construction.”

1-05 CONTROL OF WORK

1-05.10(1) Guarantees

Add the following paragraph:

"The Contractor shall guarantee all work for a period of one year from and after the date of acceptance of the work by the Owner."

1-05.12 Final Acceptance

Add the following paragraphs:

"Prior to substantial completion, the City, with the approval of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contract other than claims in stated amounts as may be specifically excepted by the Contractor in writing prior to the request for final payment for all things done or furnished in connection with this work and for every act and neglect of the City and its agents and others relating to or arising out of this work. However, any payment, final or otherwise, or any acceptance, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds or diminishes the City’s rights under the guaranty provisions."
1-06 CONTROL OF MATERIAL

1-06.2(1) Samples and Tests for Acceptance - Section 1-06.2(2) is supplemental as follows:

Material sampling for testing may be performed up to and including the point of incorporation of the respective material into the project. The definition of “qualified testing personnel and calibrated or verified equipment” shall not be referenced to the WAQTC requirements.

The Contractor shall provide passing test results to the Engineer for all sources and materials proposed for the hot mix asphalt prior to use.

If material fails to meet specifications, and re-test is performed on material from the same source by a private laboratory, the re-testing shall be at the Contractor’s expense.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.2 State Taxes

Add the following paragraph:

"The Contractor shall include Washington State Retail Sales Taxes on the full contract price of this project."

1-07.9 Wages

Add the following paragraph:

“It shall be the Contractor's responsibility to determine current State Prevailing Wage Rates as necessary for the completion of the project. The applicable prevailing wages for this project have an effective date of March 10, 2015 and are available electronically from the Washington State Department of Labor & Industries and can be found at:

https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx"

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

(May 10, 2006 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be
provided by an insurer with a rating of A-: VII or higher in the A.M. Best’s Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion 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 insurance policies shall contain a “cross liability” provision.

E. The Contractor’s and all subcontractors’ insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or insurance pool coverage.

F. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30 days prior written notice to the Contracting Agency of any cancellation in any insurance policy.

G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).

H. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.

I. 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.

J. 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 Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- The City of Woodland 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, whether primary, excess, contingent or otherwise, 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(3) describes limits lower than those maintained by the Contractor.

1-07.18(3) Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

1-07.18(4) Evidence of Insurance

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

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. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. 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 shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

   - Per project aggregate
   - Premises/Operations Liability
   - Products/Completed Operations – for a period of one year following final acceptance of the work.
   - Personal/Advertising Injury
Contractual Liability
Independent Contractors Liability
Stop Gap / Employers’ Liability
Explosion, Collapse, or Underground Property Damage (XCU)
Blasting (only required when the Contractor’s work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

- $1,000,000 Each Occurrence
- $2,000,000 General Aggregate
- $1,000,000 Products & Completed Operations Aggregate
- $1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers’ Liability

- $1,000,000 Each Accident
- $1,000,000 Disease - Policy Limit
- $1,000,000 Disease - Each Employee

1-07.18(5)B Automobile Liability
Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported. Such policy(ies) must provide the following minimum limit:

- $1,000,000 combined single limit

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.

1-08 PROSECUTION AND PROGRESS

1-08.5 Time For Completion

Add the following paragraph:

"The project shall be completed in its entirety within twenty (20) working days after issuance of the Notice to Proceed. Construction will start within ten (10) working days from issuance of the Notice to Proceed."

The last two sentences in the first paragraph are revised to read:

“When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days.”
PART IV – ROOF PHOTOS 1 – 5 AND MAP

Roof Photo 1

Roof Photo 2