



City of Port Angeles  
 Public Works & Utilities Dept.  
 Engineering Office  
 321 E. Fifth Street  
 Port Angeles WA 98362  
 Tel: 360-417-4541  
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**SMALL WORKS ROSTER**

- Request for Bid**
- Contract**

Contract Title: ON CALL Olympic Discovery Trail Maintenance Project Number: SVC-2026-07

THIS CONTRACT is entered into the date last written below between the CITY OF PORT ANGELES, WASHINGTON ("City") AND \_\_\_\_\_, licensed to do business in Washington State ("Contractor").

**1. WORK BY CONTRACTOR**

The Contractor shall perform the work as described in Attachment A (Attachment A includes Contractor's Proposal, Scope of Work, Statement of Work, Plans, Specifications, and any other related Contract Documents) that is attached hereto and by this reference is incorporated herein.

**2. TERM OF CONTRACT**

All work under this Contract is to be completed as indicated (check one):

- All work under this Contract is to be completed by this date: December 31, 2028.

The quantities shown in the Proposal and Contract Forms are estimates and are stated for bid comparison purposes only. The project is funded annually and will be awarded at a not to exceed (NTE) value of \$100,000.00 per year with a total NTE contract amount of \$300,000.00. This contract will be awarded for three (3) years, with the option to renew for one (1) additional year, at the discretion of the contracting agency.

If the City chooses to exercise its option to renew for one (1) additional year, the Contractor will be notified in writing before the expiration date above and the Contract expiration date will be extended to December 31, 2029. The additional year would be funded at the standard NTE value of \$100,000.00; for a maximum NTE contract amount of \$400,000.00.

- All work under this Contract is to be completed 20 days from the Notice to Proceed. No work is to be performed prior to written Notice to Proceed by the City. (See attachment A for specific schedule for work).
- The performance period under this Contract commences \_\_\_\_\_ calendar days after notice to proceed and ends (xx days thereafter or after contract award).

**3. PAYMENT**

A. The City shall pay the Contractor for the work performed under this contract (check one):

- Force Account - Time and material, not to exceed: \$ \_\_\_\_\_
- Force Account - Time and actual expenses incurred, not to exceed: \$ \_\_\_\_\_
- Force Account - Unit prices set forth in the Contractor's bid, not to exceed: \$100,000.00 per year.
- Firm Fixed Price set forth in Contractor bid or quote in the amount of:

The Contractor shall do all work and furnish all tools, materials, and equipment, in accordance with and as described in Attachment A.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing

the work provided for in this contract and every part thereof; except those indicated to be furnished by the City of Port Angeles in Attachment A.

B. The Contractor shall maintain time and expense records that may be requested by the City. The Contractor shall submit invoices to the City for payment for work performed. All invoices must reference the City's contract number. Invoices shall be in a format acceptable to the City.

C. The City shall pay all invoices for non-contested work (See E below) from the Contractor within 30 days of receipt of a properly completed invoice.

D. All records and accounts pertaining to this Contract are to be kept available for inspections by representatives of the City for a period of three (3) years after final payment. Copies shall be made available to the City upon request.

E. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of this Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract Documents.

#### **4. RESPONSIBILITY OF CONTRACTOR**

A. Safety. Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.

B. Warranty. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered within one year after acceptance of this work. After correcting defect, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the City accepts the corrections. The Contractor shall start work to remedy such defects within seven (7) days of mailing notice of discovery thereof by City and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

C. Damages. Contractor shall be liable for any costs, losses, expenses, or damages including consequential damages suffered by the City resulting from defects in the Contractors work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection, and supervision by the City. The Contractor shall indemnify and hold the City harmless from any and all claims that may be made against the City as a result of any defective work and the Contractor shall defend any such claims at its own expense. When materials or procedures are not specified in the Contract Document, the City will rely on the professional judgment of the Contractor to make appropriate selections.

D. Nondiscrimination/Affirmative Action. Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, creed, color, national origin, marital status, sex, age, sexual orientation, genetic information, or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contractor setting forth the provisions of the nondiscrimination clause.

E. Employment. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. Any and all claims that may arise under the Workers Compensation Act on behalf of those employees, while so engaged, and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided or rendered herein, shall not be the obligation of the City.

## 5. COMPLIANCE WITH LAWS

The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of this paragraph shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

## 6. ACTS AND REGULATIONS

**1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this contract, the City will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **7. TERMINATION OF CONTRACT**

A. This Contract shall terminate upon satisfactory completion of the work described in Attachment A and final payment by the City.

B. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient, by giving 10 days written notice to the Contractor, upon the occurrence of any one or more of the events hereafter specified:

1. The Contractor makes a general assignment for the benefit of its creditors.
2. A receiver is appointed as a result of the insolvency of the Contractor.
3. The Contractor persistently or repeatedly refuses or fails to complete the work required herein.
4. Contractor fails to make prompt payment to subcontractors for material or labor.
5. Contractor disregards federal, state or local regulations and ordinances.
6. Contractor disregards instructions of the Contract Administrator, or otherwise substantially violates the terms of this Contract.
7. The City determines that sufficient operating funds are not available to fund completion of the work contracted for.

8. The Director of the Public Works and Utilities Department or his/her designee determines that such termination is in the best interest of the City.

C. In the event this Contract is terminated by the City, Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Attachment "A" is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract for the satisfactorily completed work exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance for the work Contractor and its surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

## **8. OWNERSHIP OF DOCUMENTS**

A. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request.

B. Any records, reports, information, data, or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

## **9. CLAIMS**

Any claim against the City for damages, expenses, costs, or extras arising out of the performance of this Contract must be made in writing to the City within thirty days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment. Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

## **10. GENERAL ADMINISTRATION AND MANAGEMENT**

The Director of the Public Works and Utilities Department or his/her designee shall have primary responsibility for the City under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.

The City reserves the right to utilize an online cloud-based project management system, Virtual Project Manager (VPM), to allow for paperless documentation and project administration.

## **11. INDEMNIFICATION / HOLD HARMLESS**

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

B. However, should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

## 12. INSURANCE, BONDS, & RETAINAGE

A. The Contractor shall maintain insurance as set forth in Attachment B.

B. If the total bid amount including tax exceeds \$35,000, this project will be awarded as a small works roster contract and payment and performance bonds will be required in accordance with Washington State law. A retainage of 5% will also be applicable to this contract. The Contractor shall obtain payment and performance bonds in accordance with this Contract and all Attachments incorporated herein. Copies of the Bid Security Transmittal Form, Performance Bond and Payment Bond form(s), and Escrow Agreement for Retained Percentage form are available from the Operations Office of Public Works & Utilities (Telephone 360-417-4541). Performance Bond and Payment Bond forms are provided in Attachment C. The party to whom the Contract is awarded will be required to execute the Contract and obtain the Performance and Payment Bond within ten (10) calendar days from the date the notice of award is delivered to the bidder. Such bonds shall be on the form provided by the City, specify the name, contact phone, and address of the surety, and shall include a power of attorney appointing the signatory of the bonds as the person authorized to execute it (them).

## 13. PREVAILING WAGE

This Contract is subject to Chapters 39.12 and 49.28 RCW, amendments thereto and regulations issued thereunder, relating to prevailing wages, benefits and other requirements. Workers shall receive no less than the prevailing rate of wage. The City shall verify that contractor has received, or is exempt from, training on the requirements related to public works and prevailing wage under RCW 39.12. Contractor shall verify first-tier subcontractors have also received, or are exempt from, such training. Each subsequent tier shall verify that the tier below has received, or is exempt from, such training. No claim for additional compensation will be allowed which is based upon a lack of knowledge or a misunderstanding of any such requirements by the Contractor or a failure to include in Contractor's price adequate increases in such wages during the performance of this Contract. The Contractor is advised to consult the Washington State Department of Labor and Industries to determine the prevailing wages that must be paid.

This public works project is being done in **Clallam County**. Washington State wage determinations for Clallam County Journeymen, Apprentices, and Description can be found at:

Journey Level Rates: <https://secure.lni.wa.gov/wagelookup/>

Apprentice Rates: <https://secure.lni.wa.gov/wagelookup/ApprenticeWageLookup.aspx>

Description of Classifications: <https://lni.wa.gov/licensing-permits/public-works-projects/scopes-of-work>

Use the applicable wage determinations effective on the **bid due date**.

A copy of the applicable wage rates is available for viewing at the Port Angeles Public Works and Utilities Contracts Office. In addition, the City will mail a hard copy of the applicable wage rates upon request.

For a contract award under \$2,500, and in accordance with RCW 39.12.040(2), the Contractor or subcontractor is authorized to submit a combined Statement of Intent to Pay Prevailing Wages & Affidavit of Wages directly to the City of Port Angeles at final invoicing. Submission shall be made on the form developed by the Washington State Department of Labor and Industries and available from the City of Port Angeles Public Works and Utilities Department.

Should any dispute arises as to the prevailing rates of wages for a specific trade, craft or occupation and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his decision shall be final, conclusive, and binding on all parties involved in the dispute.

## 14. INTERPRETATION AND VENUE

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

## **15. BRANDS OR EQUAL**

When a special "brand or equal" is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Contractor specifies the brand and model and submits descriptive literature when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.

## **16. INSPECTION AND REJECTION**

All goods, services, work, or materials purchased herein are subject to inspection and to approval by the City. Any rejection of goods, services, work, or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the City or returned, will be at Contractor's risk and expense.

## **17. SUBLETTING OR ASSIGNING OF CONTRACTS**

Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interest accruing from this Contract without the express prior written consent of the other.

## **18. INDEPENDENT CONTRACTOR**

The Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of the City.

## **19. EXTENT OF CONTRACT/MODIFICATION**

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

## **20. SUBCONTRACTOR RESPONSIBILITY**

The Contractor shall include the language of this section in each of its first tier subcontracts and shall require each of its subcontractors to include substantially the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meet the following bidder responsibility criteria:

- At the time of subcontract bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- Have a current state unified business identifier number;
- If applicable, have:
  - 1) Industrial insurance coverage for the subcontractor's employees working in Washington as required in Title 51 RCW;
  - 2) Subcontractor's Insurance as required by Attachment B, "Insurance";
  - 3) An employment security department number as required in Tile 50 RCW; and
  - 4) A state excise tax registration number as required in Tile 82 RCW;
  - 5) An electrical contractor license, if required by Chapter 19.28 RCW;
  - 6) An elevator contract license, if required by Chapter 70.87 RCW.
- Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

- Have received, or be exempt from, training on the requirements related to public works and prevailing wage under RCW 39.12.

**21. COMPENSATION AND METHOD OF PAYMENT.**

A. The City shall pay the Contractor for work performed under this Contract as detailed in the bid, as incorporated in the Contract.

B. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the City. No payment shall be made for any work rendered by the Contractor except as identified and set forth in this Contract.

C. Progress payments shall be based on the timely submittal by the Contractor using the City's Virtual Project Manager.

D. Payments for any alterations in or additions to the work provided under this Contract shall be in accordance with the Request for Information (RFI) or Construction Change Order (CCO) process as set forth in the Virtual Project Manager Documents. Following approval of the RFI or CCO, the Contractor shall submit the payment request through Virtual Project Manager.

E. The Contractor shall submit payment requests through Virtual Project Manager with a completed Application for Payment form, an example of which is included in Attachment D to this Contract. This form includes a lien waiver certification and shall be notarized before submission. Applications for payment not signed or notarized shall be considered incomplete and ineligible for payment consideration. The City shall initiate authorization for payment after receipt of a satisfactorily completed payment request form and shall make payment to the Contractor within approximately thirty (30) days thereafter. Final payment requests shall also include a Certification of Work Completion and Acceptance (located in Attachment D).

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of the last signature affixed below.

**CONTRACTOR**

**CITY OF PORT ANGELES**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
CITY ATTORNEY

ATTEST:

BY: \_\_\_\_\_  
CITY CLERK

The Contractor shall perform City assigned work and furnish all tools, materials, and equipment to accomplish the assigned maintenance along the section of the Olympic Discovery Trail (ODT) between the Elwha river and Morse creek. Materials will be paid as per unit prices set forth in contract. Materials not listed in the unit price will be paid via Force Account (WSDOT 1-09.6). This contract is not an exclusive agreement for ODT work and the City of Port Angeles reserves the right to utilize alternate contractors for work along the ODT during the life of this contract.

**General Scope:** Contractor shall provide on call equipment, labor, and materials for repair and maintenance of the ODT between the Elwha River and Morse Creek. The primary focus of this work and typical repair area is between the City of Port Angeles Pier and Morse creek. Repairs outside of the City Pier to Morse creek corridor are unusual but may occur.

The City of Port Angeles is currently working under a five-year HPA permit for trail maintenance along the Strait of Juan de Fuca HPA 2025-6-161+01. The Contractor will be provided a copy of the HPA and must comply with HPA requirements. The scope of this HPA permit is limited and does not include shoreline armoring repairs. The City of Port Angeles will be responsible for any additional environmental permitting if required.

The UNITS shown on the bid document are for reference only and do not guarantee or claim to predict actual time required or exact material quantities for the on-call contract. The unit prices and quantities will be used for contractor selection. The NTE value on the contract is the annual budget.

Standard Service Orders will be issued for assigned work as described in "SECTION 2.0: SPECIFIC SERVICES:". Emergency Service Orders (Less than 72-hour notice) may be issued to address situations that threaten public health, property or involve short notice clearing/repairing the trail to accommodate significant planned events. Compensation for Emergency Service Orders shall be paid as Force Account or at BID values, whichever is greater.

**Location:** The Olympic Discovery Trail, located in Port Angeles, runs along the shoreline of the Strait of Juan de Fuca from Morse creek to the base of Ediz Hook and then turns inland along city streets until it reaches the abandoned rail alignment near the Fairchild Airport and continues along this alignment to the Elwha River Crossing. The specific section covered in this maintenance agreement spans from the Elwha River to the Morse Creek Crossing. A majority of the work will be between the City of Port Angeles Pier and Morse Creek.

Access for east project limit (accessed through private property): from the intersection for U.S. 101 and Strait View Drive, turn north on Strait View Drive for approximately 0.5 miles; turn west on Bridge Lane and proceed 0.1 miles; stay right (north) which continues as North Ridge View Drive; stay left at 0.1 mile on North Ridge View Drive and follow it 0.25 miles to the end of a cul-de-sac. The trail is located near a gated entrance west of the cul-de-sac.

Access at Rayonier: From intersection of U.S. 101 and N Ennis St, turn north on N Ennis St. and proceed ~0.4 miles to a parking area with gated access to the trail. The Olympic Discovery Trail is located immediately North of this parking lot.

Access to the trail will be provided by City Park Staff at the locations shown in SECTION 3.0, site location map.

**Primary Project Manager/Site Point of Contact:** Tim Tucker at 360-809-8741

**Secondary Project Manager:** David Wegener 360-417-4547

**Work Hours and Schedule:** The Contractor will be allowed to work from 7:00 AM to 5:00 PM, Monday through Friday, excluding weekends and all legal Holidays. Work outside of these hours may be requested and will be considered by the City on a case-by-case basis. Determination will be at the sole discretion of the City.

## **SECTION 1.0: GENERAL WORK REQUIREMENTS**

All work shall be executed in strict accordance with the latest edition of the following standards and codes and all local ordinances and regulations and shall meet industry standards.

1. WSDOT Standard Specifications, current edition
2. The City's Urban Services Standards and Guidelines (USSG), current edition
3. WSDOT Standard Plans for Road, Bridge, and Municipal Construction, current edition

General maintenance and repair along the trail may include but is not limited to the following:

- Provide and place pedestrian traffic control and "Trail Work Ahead" signs for pedestrian safety
- Clearing debris from Culverts
- Stormwater culvert Repair/Replacement
- Clear debris and vegetation from Stormwater ditches
- Purchase and Hauling of materials (Quarry Spalls, Rip Rap, Aggregate, etc.)
- Placement of materials, key in Rip Rap
- Removal of Noxious weeds (Taken off site for disposal)
- Relocation of fallen trees across trail (Placed on waterward side of trail as per HPA permit)
- Clearing trail after landslides and storm events
- Trail surface repair to include HMA
- Trail prism repair
- Revetment/Shoreline armoring repair along trail alignment (Additional permitting may be required)
- All Work must comply with the HPA permit requirements
- Document and report to the City of Port Angeles trail damage and compromised shoreline armoring sections that are observed during contracted work

Traffic Control – Pedestrian Safety:

The Olympic Discovery Trail is a multi-use trail with frequent use of bicycles, runners, walkers and other non-motorized modes of transportation. Pedestrian safety during trail maintenance shall be the responsibility of the CONTRACTOR and is paramount. Barricades, cones and signs shall be provided and positioned by the CONTRACTOR to warn pedestrians of work along the trail. Trail closures will be allowed with permission of the Project Manager. The CONTRACTOR shall make requests to the Project Manager for trail closures prior to the work being performed.

HPA permit summary:

The contractor is required read, follow, and have a copy of the Olympic Discovery Trail Hydraulic (HPA) Permit issued by the Washington Department of Fish and Wildlife on site whenever work is being performed.

Project Description: Routine maintenance consisting of clearing debris, vegetation, and slide material from the trail, storm ditches, and culverts along the Olympic Discovery Trail (ODT). The forty-eight (48) culverts north and south openings will be cleared by hand tools and backhoe/excavator. The ditch on the south side of the ODT will be cleared by backhoe/excavator to remove vegetation, debris, and slide material to maintain flow and drainage. For beach nourishment purposes, clean slide material removed from trail, ditches, and culverts will be placed on the top of the rock shoreline structure outside/above ordinary high water, so that it can be eroded into the water during storm and wave events per attached HPA permit guidelines.

The five (5) year HPA covers routine maintenance and DOES NOT include armoring repair or replacement. New, site specific, HPA's are required for armoring repairs along the shoreline. The City of Port Angeles will submit applications for and provide HPAs for work of this nature.

The contractor may be tasked with re-positioning of ecology blocks and placement of riprap to fill revetment voids along the north side of the Olympic Discovery Trail. Sections exhibiting minor failures will be replaced with adequately sized riprap. Geotextile fabrics will be installed along the backside of new riprap to reduce the potential for erosion and piping of soils beneath the trail. Armoring repairs will require an additional HPA permit that will be the responsibility of the City. Work below the High Tide Line requires both an HPA and JARPA permit. Work below the High Tide Line is unlikely but may be assigned during the contract period.

#### Equipment:

The hourly quantity listed in the Unit Item bid table for each piece of equipment is estimated. Equipment type and hours will be determined by the type of work needed to maintain the trail. Some equipment may not be required during the period of this contract.

Mini Excavator (20-70 HP) may be used to restore/clean storm water ditches and clear smaller mud slides and debris along the Trail.

Excavator (20-30 ton) may be required to place the large 4-5 man Rip-Rap for trail armoring and revetment repair.

- With Thumb to lift/place Rip-Rap

Backhoe (65+ HP) with required attachments:

- Extend a hoe
- Sweeper attachment

Equipment Truck to include but is not limited to:

- Chainsaws (2x)
- Pumps, hose
- Weed eater
- Blower
- Hand Shovels
- Hoes
- Hand tools to clean out 20' long culverts
- Barricades
- Cones

Other common hand tools may be required for specific tasks.

#### Mobilization:

Hourly rates for equipment and labor to include mobilization to Trail Access Points.

### **SECTION 2.0: SPECIFIC SERVICES:**

#### A. STANDARD SERVICE INITIATION

Prepare Service Order (SO) Scope and Proposal - Upon request of CITY's Project Manager, CONTRACTOR shall meet with the Project Manager to discuss the service order. CONTRACTOR shall become familiar with the service description, scope, goals, and schedule.

CONTRACTOR shall work with the Project Manager to complete the SO and prepare a proposed scope of service consistent with the standard electronic format of a CITY Professional SO as determined by the Project Manager. The proposed scope of services shall, at a minimum, include the following: Service Description, Scope of Services including deliverables, and Schedule of Performance and Schedule of Compensation. For each SO, in addition to the specified services, products and deliverables detailed in the SO, CONTRACTOR may be directed to perform the following sub-tasks, which may be aggregated for administrative efficiency:

Sub-Task 1 - Initial Meeting - Prior to beginning substantive work on SO, CONTRACTOR may meet with CITY to establish procedures and notifications for any necessary meetings and communications with CITY staff; collect available data from the CITY and establish additional data needs and availability; confirm the format

for all SO products and deliverables; and address any preliminary SO concerns. The meeting will be the primary opportunity to discuss the CITY'S intent, schedule and budget for the SO. The CITY shall prepare minutes of the meeting and distribute minutes to meeting participants.

Sub-Task 2 – SO Schedule - CONTRACTOR shall prepare and submit a detailed schedule of performance consistent with the schedule contained in the SO to the Project Manager for review and approval within one (1) week of meeting with the Project Manager. CONTRACTOR shall confirm or update the monthly schedule at a minimum. Any changes to the schedule shall only be permitted with the written approval of Project Manager.

Sub-Task 3 – SO Progress Report - CONTRACTOR shall submit a monthly report to the Project Manager detailing progress on the services.

Sub-Task 4 - Request for Payment / Invoice - CONTRACTOR shall submit progress payment invoices to the Project Manager monthly, as specified in EXHIBIT C. The updated Service Order schedule and progress report may be submitted as attachments to the invoice.

Sub-Task 5 - SO Record - CONTRACTOR shall develop and maintain a detailed record of the chronology of the SO milestones completed that are decisive, conclusive, or relevant to the outcome of the Task. CONTRACTOR shall submit a copy of the Service Order Record to the Project Manager prior to final payment for services performed on the SO. The Record shall be submitted in electronic format.

Sub-Task 6 - Project Documents - Aside from deliverables specified in the SO, and before the conclusion of the SO and final payment for services performed on the SO, CONTRACTOR shall submit to the Project Manager a copy of all SO documents that are decisive, conclusive, or relevant to the outcome of the SO. Such documents may include but are not limited to, mapping, field notations, utility mapping, base plans, reports and studies, environmental documentation, records of meetings, and communication documents. Documents shall be submitted in both paper and electronic format, as available.

The Project Manager will review and comment on proposed scope of service, and the parties shall agree on the terms of the final SO. CONTRACTOR shall not be compensated for work performed in preparing a draft scope of services for a SO.

#### B. Service Order Authorization

The finalized Service Order will be authorized by the Director of Public Works and Utilities or his designated representative in accordance with authorization procedures provided in the City of Port Angeles Municipal Code, Section 3.05.

#### C. Service Implementation

Upon receipt of an authorized Service Order and Notice-to-Proceed, CONTRACTOR shall begin services described therein. Once Notice to Proceed is issued the CONTRACTOR has two weeks to complete SO unless otherwise specified in the SO.

### **SECTION 3.0: PERMIT, MAPS & DRAWINGS:**

HPA Permit 2025-6-1+01

MAP 1 – Western Trail Section

MAP 2 – Eastern Trail Section



Rob Feller, PE

2.0 Technical Specifications

Divisions 1, 2, 3, 8, 9

## SPECIAL PROVISIONS

### INTRODUCTION TO THE SPECIAL PROVISIONS

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

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2026 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

*(March 8, 2013 APWA GSP)*  
*(April 1, 2013 WSDOTGSP)*  
*(May 1, 2013 GSP)Agency Special Provision*

*Project specific special provisions are labeled without a date as such:*  
*(\*\*\*\*\*)*

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual M21-01, current edition
- City Of Port Angeles, Department of Public Works & Utilities, Urban Services Standards and Guidelines, Current Edition

Contractor shall obtain copies of these publications, at Contractor's own expense.

### 1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

#### **Dates**

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

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

##### ***Award Date***

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

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

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

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

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

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

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

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

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

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

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

##### ***Final Acceptance Date***

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

Supplement this Section with the following:

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

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

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

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

#### **Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for "Contract".

**Contract Time**

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

**Notice of Award**

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

**Notice to Proceed**

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

**Traffic**

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

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

Delete this section and replace it with the following:

**1-02.1 Qualifications of Bidder**

*(February 17, 2026 APWA GSP, Option A)*

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

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

*(July 31, 2017 APWA GSP; requires pre-approval on FHWA funded projects, through WSDOT/Local Programs)*

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in Section 1-02.14 Option C of these Special Provisions.

**1-02.2 Plans and Specifications**

*(June 27, 2011 APWA GSP)*

Delete this section and replace it with the following:

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

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

<b>To Prime Contractor</b>	<b>No. of Sets</b>	<b>Basis of Distribution</b>
Reduced plans (11" x 17")	<b>2</b>	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.

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

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

*(February 17, 2026 APWA GSP)*

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. The required certifications are included as part of the Proposal Form.

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

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

*(February 17, 2026 APWA GSP, Option A)*

Revise the fourth paragraph to read:

#### **Subcontractor's List**

The Bidder shall submit with the Bid the completed Subcontractor List included in the Contracting Agency Proposal Package. If a Subcontractor List Form is not included in the package, use DOT Form 271-015. The Form shall contain the following:

1. Subcontractors who will perform the Work of structural steel installation, rebar installation, heating, ventilation, air conditioning, and plumbing as described in RCW 18.106 and electrical as described in RCW 19.28,
2. The Work those subcontractors will perform on the Contract and the proof of license when required as described in RCW 39.04.350(1), and
3. No more than one subcontractor for each category of Work identified, except, when subcontractors vary with Bid alternates, in which case the Bidder shall identify which subcontractor will be used for which alternate.

### **1-02.9 Delivery of Proposal**

*(November 21, 2025 APWA GSP, Option A)*

Delete this section and replace it with the following:

**GENERAL**

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

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

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

Supplemental bid information submitted after the Proposal submittal but within 48 hours of the time and date the Proposal is due, shall be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added.

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

**1-02.10 Withdrawing, Revising, or Supplementing Proposal**

*(February 17, 2026 APWA GSP)*

Delete this section, and replace it with the following:

After submitting a physical or an electronic bid, if allowed under 1-02.9, Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, if a physical Bid Proposal was submitted, or recalled electronically via electronic method described in 1-02.9 if an electronic Bid Proposal was submitted, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

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

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Requests to withdraw, revise, or supplement a Bid Proposal may be submitted by the following methods:

1. In person
2. By mail

**1-02.13 Irregular Proposals**

*(November 21, 2025 APWA GSP)*

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
  - c. A price per unit cannot be determined from the Bid Proposal;
  - d. The Proposal form is not properly executed;
  - e. The Bidder fails to submit or properly complete a subcontractor list as required in Section 1-02.6;
  - f. The Bidder fails to submit the Bidder Questionnaire, if applicable, as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;  
or
  - g. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.
  
2. A Proposal may be considered irregular and may be rejected if:
  - a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
  - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
  - e. Receipt of Addenda is not acknowledged;
  - f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - g. If Proposal form entries are not made in ink.

#### **1-02.14 Disqualification of Bidders**

*(May 17, 2018 APWA GSP, Option A)*

Delete this section and replace it with the following:

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

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

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

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

*(December 30, 2022 APWA GSP)*

Revise the first paragraph to read:

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

### **1-03.1(1) Identical Bid Totals**

*(December 30, 2022 APWA GSP)*

Revise this section to read:

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

### **1-03.3 Execution of Contract**

*(February 17, 2026 APWA GSP, Option A)*

Revise this section to read:

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

Within 7 calendar days after the award date, the successful Bidder shall return the signed Contracting Agency-prepared Contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the Contract by the Contracting Agency, the successful Bidder shall provide, if required, any of the following: pre-Award information required by the Contracting Agency as listed under Section 1-02.15, proof of licensure for electrical, HVAC, or plumbing subcontractors. If the Prime Contractor lists themselves as performing electrical, HVAC, or plumbing they are required to submit proof of licensure prior to execution.

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

If the Bidder experiences circumstances beyond their control that prevents return of the Contract documents within the calendar days after the Award date stated above, the Contracting Agency may grant up to a maximum of 7 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

### **1-03.4 Contract Bond**

*(July 23, 2015 APWA GSP)*

Delete the first paragraph and replace it with the following:

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

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

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

*(December 30, 2022 APWA GSP)*

Revise the second paragraph to read:

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

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

#### **1-04.4 Changes In Work**

Section 1-04.4, Changes of the Standard Specifications shall be supplemented with the following:

The Contractor shall submit the items associated with this section via Virtual Project Manager (VPM), an online cloud-based project management system, as specified in Attachment A, Work Requirements, Section 4.0 Submittals and Document Control.

All revisions, clarifications, field requests and field authorizations for construction contracts shall be documented using the "**REQUEST FOR INFORMATION (RFI)**" form. A construction contract change

order may be initiated by the Contractor, City Inspector, or Engineer by using the RFI form contained in Part V, Attachments.

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

*(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)*

Supplement this section with the following:

The quantities for bid items 2 through 15 have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

#### **1-05.7 Nonconforming Work**

*(February 17, 2026 APWA GSP)*

Supplement this section with the following:

The rights exercised under the provisions of this Section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the Work as required. The Engineer has the right to reject all or part of the Nonconforming Work, and the Engineer's decision is final and not subject to protest.

No additional contract time or compensation will be allowed when the Contracting Agency exercises their rights provided by this Section.

##### **1-05.7(1) Identification of Nonconforming Work**

Replace this section with the following:

The Contractor is responsible for quality control and shall identify all Nonconforming Work. The Contracting Agency may also identify Nonconforming Work. However, failure by the Contracting Agency to identify Nonconforming Work shall not relieve the Contractor from their responsibility for the quality of the Work, nor shall it constitute acceptance or approval of the Nonconforming Work.

##### **1-05.7(2) Reporting of Nonconforming Work**

Replace this section with the following:

The Contractor shall immediately report all Nonconforming Work to the Engineer and shall include any relevant information known for suggested remediation of Nonconforming Work.

When the Contracting Agency identifies Nonconforming Work, the Engineer will notify the Contractor in writing specifying a time when a remedy must be complete. If the Contractor fails to remedy Nonconforming Work within the time specified in a written notice from the Engineer, or fails to perform any part of the Work required by the Contract Documents, the Engineer may correct and remedy such Work as may be identified in the written notice.

##### **1-05.7(3) Remediation of Nonconforming Work**

Supplement this section with the following:

The Contractor shall be responsible and bear all costs for remediating Nonconforming Work.

If the Contracting Agency remedies Nonconforming Work after the specified time when a remedy was to be completed, by any means deemed necessary, direct and indirect costs incurred by the Contracting Agency attributable to correcting and remedying Nonconforming Work not corrected by the time provided in the notice, or Work the Contractor failed or refused to perform, shall be paid by the Contractor.

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

When costs are incurred by the Contracting Agency, payment will be deducted by the Engineer from monies due, or to become due, to the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and compensation for removal, repair, replacement and/or correction of the Contractor's Nonconforming Work.

#### **1-05.11 Final Inspection**

Delete this section and replace it with the following:

#### **1-05.11 Final Inspections and Operational Testing**

*(October 1, 2005 APWA GSP)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1-05.13 Superintendents, Labor, and Equipment of Contractor**

*(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

### **1-05.15 Method of Serving Notices**

*(January 4, 2024 APWA GSP)*

Revise the second paragraph to read:

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

Add the following new section:

### **1-05.16 Water and Power**

*(October 1, 2005 APWA GSP)*

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

### **1-07.1 Laws to be Observed**

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

### **1-07.2 State Taxes**

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

#### **1-07.2 State Sales Tax**

*(June 27, 2011 APWA GSP)*

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

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

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

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

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

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

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

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

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

### **1-07.9(5)A Required Documents**

*(February 17, 2026 APWA GSP, Option A)*

Revise this section to read:

All Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer and entered into the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. In addition to entries made in the PWIA system, all Certified Payrolls must be submitted weekly to the Contracting Agency with a legally valid signature.

### **1-07.15 Temporary Water Pollution Prevention**

#### **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan**

The Contractor shall prepare a Type 2 Working Drawing consisting of a project-specific spill prevention, control, and countermeasures plan (SPCC Plan), and shall implement the plan for the duration of the project. No on-site construction activities may commence until the Contracting Agency accepts an SPCC Plan for the project. An SPCC Plan template and guidance information is available at <https://wsdot.wa.gov/engineeringstandards/environmental-guidance/stormwater-water-quality>.

The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other materials defined in Chapter 447 of the WSDOT *Environmental Manual* M 31-11. Occupational safety and health requirements that may pertain to SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC 296-843. The SPCC Plan shall address conditions that may be required by Section 5706 of the current International Fire Code, or as approved by the local Fire Marshal.

#### **Implementation Requirements**

The Contractor shall update the SPCC Plan throughout project construction so that the written plan reflects actual site conditions and practices. The Contractor shall update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project site. The Contractor shall fully implement the SPCC Plan, as accepted and updated, at all times.

#### **SPCC Plan Element Requirements**

The SPCC Plan shall set forth the following information in the following order:

1. **Responsible Personnel** – Identify the names, titles, and contact information for the personnel responsible for implementing and updating the plan and for responding

to spills.

2. **Spill Reporting** – List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill.

3. **Project and Site Information** – Describe the following items:

### **1-07.16(4) Archaeological and Historical Objects**

*(March 11, 2025 CoPA)*

This section of supplemented with the following:

An inadvertent discovery plan (IDP) shall be provided to the contractor at the Pre-construction conference. The Contractor is required to retain a copy of the IDP on site during all ground disturbing activities and ensure Employees are trained to recognize items of potential significance. If any items suspected to be historical or archaeological in nature are observed; the ground disturbance must stop and the City's Cultural Resource Officer must be contacted for further direction before ground disturbing work resumes. All costs associated with knowing and following the IDP shall be considered incidental to existing bid items already in the contract.

In addition, if this project requires archaeological monitoring, per the contract. All excavation (ground-disturbing) activities shall require the presence of a qualified archaeologist unless prior permission to excavate without archaeological monitoring is received in writing from the City Cultural Resource Officer or City Project Manager. Scheduling of ground disturbing activities with the City Archaeologist shall begin during the Pre-Construction Phase and all ground disturbances must be scheduled at least 3 days in advance for the City to provide this service on City Public Works Contracts. In order to identify, record, and protect items of archaeological, historical, or cultural importance the on-site Archaeological Monitor (the City's designated qualified archaeologist) shall have the same powers to temporarily halt or delay construction activities as ascribed to the City Project Manager.

- a. The project Work.
- b. The site location and boundaries.
- c. The drainage pathways from the site.
- d. Nearby waterways and sensitive areas and their distances from the site.

### **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**

*(February 17, 2026 APWA GSP)*

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

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period

("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin Work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.

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

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

- I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A "wrap up policy" is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

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

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

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

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

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

#### **1-07.18(3) Subcontractors**

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

Such policy must provide the following minimum limits:

- \$2,000,000 Each Occurrence
- \$3,000,000 General Aggregate
- \$3,000,000 Products & Completed Operations Aggregate
- \$2,000,000 Personal & Advertising Injury each offence
- \$2,000,000 Stop Gap / Employers' Liability each accident

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

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

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

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

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

**1-08 PROSECUTION AND PROGRESS**

Add the following new section:

**1-08.0 Preliminary Matters**  
(May 25, 2006 APWA GSP)

Add the following new section:

**1-08.0(1) Preconstruction Conference**  
(July 8, 2024 APWA GSP)

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

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

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

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

**1-08.0(2) Hours of Work**  
(February 17, 2026 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 AM and 5:00 PM Monday through Friday. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why.

Requests shall be submitted for review no later than a week prior to the day(s) the Contractor is requesting to change the hours.

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

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

If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

#### **1-08.1(1) General**

*(February 17, 2026 APWA GSP)*

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

For purposes of this Section, all Work that is not self-performed by the Contractor will be considered as subcontracting except the following, hereinafter referred to as materials supplying: (1) when purchased directly by the Contractor - sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready-mix concrete, off-site fabricated structural steel, other off-site fabricated items, and any other materials supplied by established and recognized commercial plants; or (2) delivery of these materials to the Work site in vehicles owned or operated by such plants or by recognized independent or commercial hauling companies hired by those commercial plants; or (3) the presence of a uniformed law enforcement officer and marked law enforcement vehicle.

#### **1-08.3(2)A Type A Progress Schedule**

*(December 30, 2022 APWA GSP)*

Revise this section to read:

The Contractor shall submit 1 copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

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

Delete this section and replace it with the following:

#### **1-08.4 Notice to Proceed and Prosecution of Work**

*(February 17, 2026 APWA GSP)*

Notice to Proceed will be given after the Contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the Work until the Notice to Proceed has been given by the Engineer.

The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the Work to the Physical Completion Date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the Work within the time(s) specified in the Contract.

When shown in the Plans, the first order of Work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 2-04.3. Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other Work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

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

*(February 17, 2026 APWA GSP, Option A)*

Revise the third and fourth paragraphs to read:

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

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

in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical Work on the project must be complete; and
2. The Contractor must furnish all documentation required by the Contract and required by law, to allow the Contracting Agency to process final acceptance of the Contract. The following documents must be received by the Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents
  - c. Monthly Reports in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable
  - d. Final Contract Voucher Certification
  - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all subcontractors
  - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
  - g. Property owner releases per Section 1-07.24

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

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

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

#### **Liquidated Damages Formula**

$$LD=0.15C/T$$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

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

the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

**1-09.9 Payments**

*(July 8, 2024 APWA GSP, Option A)*

Supplement this section with the following:

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

**1-09.9 Payments**

*(July 8, 2024, APWA GSP, Option B)*

Delete the fourth paragraph and replace it with the following:

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

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

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

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

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

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of Progress Payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

**2-03.3(1) Construction Under Traffic**

*(February 17, 2026 APWA GSP)*

Revise the third sentence of the second paragraph to read:

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

**DIVISION 3  
Earthwork**

**3-01 Clearing, Grubbing and Roadside Cleanup**

**3-01.5 Payment**

(Add the following)

Payment will be made for the following Bid Items when they are included in the proposal:

"DUMP FEES-ORGANIC MATERIALS", per TON. The unit contract price per ton for disposing of the following material; Soil, vegetative, and organic debris.

"DUMP FEES-ASPHALT", per TON. The unit contract price per ton for disposing of asphalt and/or cementitious materials.

**DIVISION 8  
MISCELLANEOUS CONSTRUCTION**

**8-32 MOBILE EQUIPMENT**

*(New Section)*

(\*\*\*\*\*)

**8-32.1 Unit Price Mobile Equipment**

The following section describes and specifies what is included for unit price mobile equipment as identified in the UNIT BID.

**8-32.5 Payment**

"MINI EXCAVATOR (20-70 HP)", per HR.

Payment for MINI EXCAVATOR (20-70 HP) shall be per HR and shall include all mobilization, transportation of equipment to job site, fuel, operator, buckets, tools and accessories required to operate and perform the required tasks for the maintenance of the Olympic Discovery Trail as outlined in Attachment A. Minimum six (6) hours per service order that requires "MINI EXCAVATOR (20-70 HP), per HR.

"EXCAVATOR (20-30 TON)", per HR.

Payment for EXCAVATOR (20-30 TON) shall be per HR and shall include all mobilization, transportation of equipment to job site, fuel, operator, buckets, thumb (to pick, move, and place RipRap), tools and accessories required to operate and perform the required tasks for the maintenance of the Olympic Discovery Trail as outlined in Attachment A. Minimum six (6) hours per service order that requires "EXCAVATOR (20-30 TON), per HR.

"BACKHOE (65+ HP)", per HR.

Payment for BACKHOE (65+ HP) shall be per HR and shall include all mobilization, transportation of equipment to job site, fuel, operator, bucket, extend a hoe, sweeper attachment, tools and accessories required to operate and perform the required tasks for the maintenance of the Olympic Discovery Trail as outlined in Attachment A. Minimum six (6) hours per service order that requires "BACKHOE (65+HP), per HR.

"SOLO DUMP TRUCK (10+ YD)", per HR.

Payment for SOLO DUMP TRUCK (10+ YD) shall be per HR and shall include all mobilization, transportation of equipment to job site, fuel, operator, tools and accessories required to operate and perform the required tasks for the maintenance of the Olympic Discovery Trail as outlined in Attachment A. Minimum three (3) hours per service order that requires "SOLO DUMP TRUCK (10+ YD), per HR.

"SOLO DUMP TRUCK STANDBY (10+ YD), per HR.

"EQUIPMENT TRUCK W/SMALL TOOLS", per HR.

Payment for EQUIPMENT TRUCK W/SMALL TOOLS shall be per HR and shall include all mobilization, transportation of equipment to job site, fuel, tools and accessories required to operate and perform the required tasks for the maintenance of the Olympic Discovery Trail as outlined in Attachment A. Small tools include but are not limited to: Chainsaws 2x, weed eater, blower, hand shovels, hoes, hand tools to clean out culverts up to 20' long, barricades, safety cones, safety tape. Minimum two (2) hours per service order that requires "EQUIPMENT TRUCK W/SMALL TOOLS", per HR

"GEOTEXTILE", sy shall include procurement and delivery of soil stabilization geotextile fabric per WSDOT specification 9-33.2(1) table 3. Geotextile shall meet the requirements of the "soil stabilization" category in table 3.

**DIVISION 9  
Aggregates**

**9-03.30 CLEAN AGGREGATE**

*(New Section)*

*(\*\*\*\*\*)*

"1 INCH MINUS CLEAN CRUSHED ROCK" per TON. Cleaned rock chips to remove fines. Product contains no fines, will not compact, used for drainage and will not produce fines near shoreline.

Sieve Size	Percent Passing
1"	75-100
1/4"	1 max

"2 INCH MINUS CLEAN CRUSHED ROCK" per TON. Cleaned rock chips to remove fines. Product contains no fines, will not compact, used for drainage and will not produce fines near shoreline.

Sieve Size	Percent Passing
2"	75-100
1/2"	1 max

**END OF SPECIAL PROVISIONS**

**INSURANCE REQUIREMENTS FOR  
CONSTRUCTION AND SERVICE CONTRACTS**

**Insurance Term**

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

**No Limitation**

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

**Minimum Scope of Insurance**

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**Minimum Amounts of Insurance**

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

**City Full Availability of Contractor Limits**

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

**Other Insurance Provision**

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

### **Acceptability of Insurers**

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

### **Verification of Coverage**

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

### **Subcontractors' Insurance**

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

### **Notice of Cancellation**

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

### **Failure to Maintain Insurance**

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five 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 City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.





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**REQUEST FOR INFORMATION (RFI) FORM**

PROJECT NAME: \_\_\_\_\_

PROJECT/CONTRACT NUMBER: \_\_\_\_\_

ORIGINATOR: \_\_\_\_\_  City  Contractor

ITEM: \_\_\_\_\_

REFERENCE DRAWING OR SPECIFICATION: \_\_\_\_\_

DESCRIPTION OF CLARIFICATION/REQUEST: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE REPLY REQUESTED: \_\_\_\_\_ CRITICAL TO SCHEDULE:  YES  NO

ORIGINATOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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COMMENTS:

**RFI Number:** \_\_\_\_\_



# CONTRACTOR'S APPLICATION FOR PAYMENT

Page 1 of 2

<b>PROJECT NAME:</b>	<b>PROJECT NUMBER:</b>
<b>TO:</b> City of Port Angeles Public Works & Utilities Department 321 E 5 <sup>th</sup> Street Port Angeles, WA 98362	<b>DATE:</b>
<b>FROM:</b>	<b>PAYMENT REQUEST NO.</b>
<b>PERIOD From:</b>	to [end of period]:

## STATEMENT OF CONTRACT ACCOUNT

1	Original Contract Amount (Excluding Sales Tax)	\$
2	Total Value of Approved Change Order No(s). _____ (Excluding Sales Tax)	\$
3	Adjusted Contract Amount [Line 1+ Line 2]	\$
4	Total Retainage to be Withheld [5% of Line 3]	\$
5	Value of Work Completed to Date (per attached breakdown)	\$
6	Material Stored on Site (per attached breakdown and material receipts)	\$
7	Subtotal [Line 5+ Line 6]	\$
8	Sales Tax [8.9% of Line 7], As Applicable	\$
9	Retainage for Work Completed to Date [5% of Line 7]	\$
10	Subtotal [Line 7+ Line 8 - Line 9]	\$
11	Previous Retainage Withheld (Line 9 from previous payment application)	\$
12	Total Previously Paid (Line 10 from previous payment application)	\$
13	<b>RETAINAGE TO BE WITHHELD FOR THIS PAYMENT [Line 9 – Line 11]</b>	\$
14	<b>AMOUNT TO BE RELEASED TO CONTRACTOR [Line 10 - Line12]</b>	\$

**WAIVER OF CLAIMS FOR EXTRA COST OR TIME:** The undersigned Applicant waives and releases, up through the date hereof, any and all claims for costs or item extensions arising out of or relating to extra or changed work or delays or acceleration not specifically identified and reserved in the amounts identified below or previously acknowledged in writing by the City of Port Angeles.

**CERTIFICATE OF THE CONTRACTOR:** I hereby certify that the work performed and the materials supplied through the ending period date noted above represent the actual value of accomplishment under the terms of the contract (and all authorized changes) between the Applicant and the City of Port Angeles, relating to the above referenced project, and that the remaining contract balance is sufficient to cover all costs of completing the work in accordance with the contract documents.

Continued on Page 2

# CONTRACTOR'S APPLICATION FOR PAYMENT

Page 2 of 2

I also certify that all lower-tier payments, less applicable retention, have been made by the Applicant for the periods covered by previous payment(s) received by the Applicant to (1) all lower-tier subcontractors/ suppliers, and (2) for all materials, equipment and labor used or in connection with the performance of this contract. I further certify that I have complied with all federal, state and local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws, insofar as applicable to the performance of this work, and have paid all such taxes, premiums and/or assessments arising out of the performance of the work.

I further certify that, to the best of my knowledge, information and belief, all work for which previous payment(s) have been received shall be free and clear of liens, claims, security interests and encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the work.

Within seven (7) days of receipt of the payment requested herein, all payments, less applicable retention, will be made through the period covered by this pay request to all my lower-tier subcontractors/suppliers and for all materials, equipment, labor, taxes and assessments arising out of the performance of all said lower-tire work.

DATED: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME AND TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_,  
residing at \_\_\_\_\_.  
My appointment expires \_\_\_\_\_.

APPROVAL:

Project Manager \_\_\_\_\_

\_\_\_\_\_  
Date

City Engineer \_\_\_\_\_

\_\_\_\_\_  
Date



**CERTIFICATION OF  
WORK COMPLETION AND ACCEPTANCE**

PROJECT: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

All work on the above referenced project has been completed in accordance with the contract documents and the final inspection and the warranty provision included therein or relating thereto.

The final estimate in the amount of \$ \_\_\_\_\_, including any applicable taxes, has been reviewed and is in agreement with our records. I further certify that the final estimate amount shown above is a true and correct statement showing all the monies due me from the City of Port Angeles for work performed and material furnished under this contract. City Council acceptance and final payment, including retained percentages, is hereby respectfully requested.

\_\_\_\_\_, Contractor, hereby releases the City of Port Angeles, Washington, from any and all liens arising out of this Contract or is, herewith, providing a bond covering all unpaid obligations for work, materials, equipment or any other liens outstanding on this Contract.

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED OFFICIAL: \_\_\_\_\_

DATE: \_\_\_\_\_

