

**CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF**

2012 Woodland Paving Project

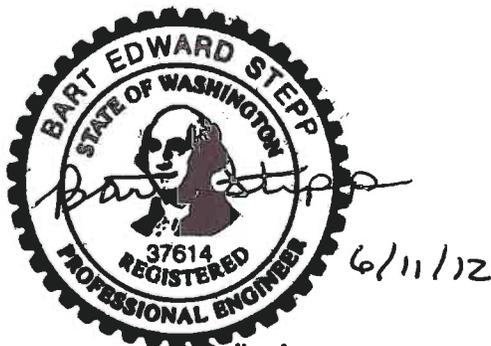
FOR THE

CITY OF WOODLAND

June 11, 2012

WOODLAND JOB NUMBER: SMA-12-05

Prepared By:



Bart Stepp, PE
Public Works Director
City of Woodland
PO Box 9; 300 E. Scott Ave.
Woodland, WA 98674
(360) 225-7999

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CITY OF WOODLAND, WASHINGTON

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**INVITATION TO BID
CITY OF WOODLAND 2012 WOODLAND PAVING PROJECT**

The following project will be accomplished as a **SMALL WORKS PROJECT** and will be subject to prevailing wage laws. All bidders must be on the Municipal Research Services Center (MRSC) Small Works Roster when bids are opened.

Sealed proposals for furnishing all materials, labor and equipment for the following described work will be received by the City of Woodland at the City Hall Annex, 230 Davidson Avenue, Woodland, WA 98674 until June 26, 2012 at 2 PM. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed to the City of Woodland, 230 Davidson Avenue, Woodland, Washington 98674. Bids will not be accepted via facsimile or electronic mail. Each proposal shall be completely sealed in a package addressed as required. Sealed bids will be publicly opened and read at 2:15 PM on June 26, 2012 at Woodland City Hall, 100 Davidson Avenue, Woodland, WA 98674. A contract will be awarded or all bids rejected within 45 days after the bid opening.

PROJECT NAME: 2012 Woodland Paving Project

PROJECT DESCRIPTION: Project consists of asphalt paving improvements at 7 different locations within the City with 1 alternative location. Project includes crack sealing, sawcutting, pavement repair, asphalt placement, compaction, material testing, and traffic control. See the specifications for a more detailed description of the work. Quantities include 1,234 square yards of pavement repair excavation and 746 tons of HMA.

The issuing office for Contract Documents is City of Woodland Public Works, PO Box 9; 300 E. Scott Ave., Woodland, WA 98674, (360) 225-7999. Plans will be available starting June 11, 2012. There will be a \$20 fee for hardcopies of contract documents. Electronic versions of contract documents will be e-mailed for free. A pre-bid conference will not be held but the Public Works Director is available to visit the sites with the contractor on an appointment basis. To check plan availability dates and/or plan holder's list please call the above number for information.

Technical inquiries regarding the project should be directed to Bart Stepp, Public Works Director, at City of Woodland Public Works, PO Box 9; 300 E. Scott Ave., Woodland, WA 98674, (360) 225-7999. All proposals must be submitted on the regular form furnished with the specifications. Work shall be completed within 30 working days after receipt of Notice to Proceed.

State Sales Taxes -- the provisions of Section 1-07.2(1) - Rule 171 -- apply to this project. The Contractor shall include Washington State Retail Sales Taxes in the unit bid prices for the materials, equipment, and supplies purchased for this project.

All construction and material, unless otherwise specified, shall be in accordance with the 2012 Standard Specifications and Standard Plans for Road, Bridge and Municipal Construction as prepared by the Washington State Department of Transportation and as amended under Amendments to the Standard Specifications, and the American Public Works Association, and the City of Woodland Engineering Standards for Construction.

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

PART I- BIDDING DOCUMENTS

INSTRUCTIONS TO BIDDERS

1. Intent of Plans and Specifications

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

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

All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein and by this reference are incorporated herein and made a part hereof.

2. Examination of the Contract Documents

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

3. Examination of Site and Conditions

Before making a proposal, the bidder shall examine the site of the work and ascertain for himself all the physical conditions in relation thereto. Failure to take this precaution shall not release him from his obligation as implied by the proposal he submits nor excuse him from performing the work in strict accordance with the requirements of the contract documents.

No statement made by any officer, agent, or employee of the Owner pertaining to the site of the work or the conditions under which the work must be performed will be binding on the Owner.

4. Inclement Weather

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

5. Addenda and Interpretations of Documents

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

6. Preparation of Proposal

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

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

7. Alteration of Documents Prohibited

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

8. Submission of Proposal

Each proposal shall be completely sealed in a package addressed as required by the Invitation to Bid, marked with the name of the bidder and the title of the project, and must be delivered to Woodland City Hall Annex, 230 Davidson Avenue, at or before 2 P.M. on June 26, 2012. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another

envelope addressed to the City of Woodland, 230 Davidson Avenue, Woodland, Washington 98674.

9. Modification of Proposal

Change in a proposal already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by the bidder and the specific modification itself is stated prior to the scheduled closing time for the receipt of proposals. To be effective, every modification must be made in writing over the signature of the bidder; no other form of procedure will be accepted.

10. Substitutions

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

11. Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company authorized to issue bonds in Washington in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidders have executed the contract, or, if no award has been made within forty-five (45) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. The successful bidder, upon his failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within ten (10) calendar days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. Withdrawal of Proposal

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

13. Opening Bids

All bid proposals received prior to the scheduled closing time and which are not withdrawn as above provided, will be publicly opened and read aloud even though there may be irregularities or informalities therein, except that any form required as part of the proposal (see Bidder's Checklist below) which is not signed, said proposal will not be read and consequently, will be rejected without consideration.

14. Award of Contract

Within forty-five (45) calendar days after the opening of the proposals, the Owner will accept one or more of the proposals or reject one or more bids for good cause. Performance and Payment Bonds in the amount of one-hundred percent of the contract price, with a Corporate Surety approved by the Owner, will be required for the faithful performance of the contract. The bond forms contained in the contract documents must be utilized. In addition all contractual forms contained in the Contract Documents will be required for the faithful performance of the contract.

15. Basis of Award

If the owner awards the contract, the award will be given to the lowest responsive, responsible, qualified Bidder submitting the lowest Bid Proposal acceptable to the Owner. The city reserves the right to select one or both of the alternatives in the bid proposal.

16. Rejection of Bids

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

17. Soils Investigations

The bidder is responsible for conducting his own subsurface investigations, if he deems it prudent or necessary.

18. Bidder's Risk

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

19. Employment Security Department Certificate of Coverage

Contractors must supply with their bid package a certificate of coverage from the Employment Security Department that states they are eligible to bid on this project. To obtain a certificate of coverage go to www.esd.wa.gov/uitax/public-works.php and click on "Bid Letter" link located in the answer to the second question on that webpage.

20. E-Verify Affidavit

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

21. Bidder's Checklist

Bidder shall complete the following forms and shall submit them with the Bid Proposal:

- Bid Instruction Pages
- Bid Proposal Form
- Non-Collusion Affidavit
- Bid Bond
- Bidder Qualifications
- Employment Security Department Certificate of Coverage Letter

BID INSTRUCTION PAGES

All contractors doing business within the City of Woodland are required to have (or obtain) a City of Woodland business license. For information, call (360) 225-8281.

Wage Law Intents and Affidavits

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

<http://www.lni.wa.gov/TradesLicensing/PrevWage/IntentAffidavits/File/default.asp>

The applicable prevailing wages for this project have an effective date of 6/26/2012 and are available electronically from the Washington State Department of Labor & Industries and can be found at:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages.

Authorized Official (Signature)

Date

Print Name of Authorized Official

Title of Authorized Official

Company Name

Telephone Number

Address

City, State, Zip

BID PROPOSAL FORM

TO: City of Woodland
230 Davidson Ave.
Woodland, Washington 98674

FROM: Bidder _____
Address _____
Telephone _____

The undersigned, as bidder, declares that we have examined all of the contract documents and that we will contract with the City of Woodland to do everything necessary to complete the work as outlined on the plans and specifications for the 2012 Woodland Paving Project.

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

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

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

We further state that we have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Bidder agrees that the work will be completed within THIRTY (30) working days after the date when the notice to proceed is received from the City of Woodland.

We propose to perform the work at the prices listed in the following bid schedule(s):

Notes:

- (1) See Special Provisions and the Standard Specifications for State sales tax requirements.
- (2) The City reserves the right to adjust the scope of this work to match available funds.
- (3) The City reserves the right to reject any or all bids.
- (4) The table below provides a list of items required to complete the project. It is the contractor's responsibility to complete the project scope to all required standards and specifications.
- (5) The City reserves the right to include the Alternative Bid Item as part of the total bid price.

WOODLAND PAVING PROJECT BID PROPOSAL:

Asphalt placement and road improvements in seven locations.

Item No.	Std. Spec.	Description	Est. Quantity	Units	Unit Price	Total Price
1.	1-07	Spill Prevention, Control and Countermeasure Plan	1	LS		
2.	1-09	Mobilization	1	LS		
3.	1-10	Traffic Control Supervisor	1	LS		
4.	1-10	Other Temporary Traffic Control	1	LS		
5.	1-10	Flaggers and Spotters	140	HR		
6.	1-10	Construction Signs Class A	90	SF		
7.	2-01	Roadside Cleanup	1	LS		
8.	2-02	Sawcut	390	LF		
9.	5-04	Crack Sealing	1	LS		
10.	5-04	Pavement Repair Excavation Including Haul	1,234	SY		
11.	5-04	HMA Cl. ½" PG 64-22 (3" HMA Sections)	131	Ton		
12.	5-04	HMA Cl. ½" PG 64-22 (2" Overlay Sections)	405	Ton		
13.	5-04	HMA for Pavement Repair Cl. ½" PG 64-22	210	Ton		
14.	5-04	Material Testing	1	LS		
15.	8-01	Inlet Protection	12	EA		
Grand Total Woodland Paving Bid					\$	

Alternate Item: Asphalt overlay and pavement repair at City Hall Parking Lot, 100 Davidson

Item No.	Std. Spec.	Description	Est. Quantity	Units	Unit Price	Total Price
16.	5-04	Pavement Repair Excavation Including Haul	104	SY		
17.	5-04	HMA Cl. ½" PG 64-22 (2" Overlay Sections)	65	Ton		
18.	5-04	HMA for Pavement Repair Cl. ½" PG 64-22	17	Ton		
Grand Total Woodland Paving Alternate Bid					\$	

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. Addendum Receipt Date Signed Acknowledgment

1

WASHINGTON STATE AND LOCAL SALES TAX. Sales Tax (7.7%) shall be included in the unit bid prices for the material and supplies used for the project.

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

NON-COLLUSION DECLARATION. I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

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

NOTES:

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

SIGNATURE

Date: _____
_____ Proper Name of Bidder

Contractor's License No.: _____

By: _____

_____ Address

_____ City State Zip

NON-COLLUSION AFFIDAVIT

STATE OF _____)

) SS. NON-COLLUSION AFFIDAVIT

COUNTY OF _____)

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

SIGN HERE _____
(Contractor)

Subscribed and sworn to before me this _____ day of _____, 2012.

Notary Public in and for the State of _____

Residing at _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and
_____ as Surety, are hereby held and firmly
bound unto _____ as Owner, in
the penal sum of: _____ for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns.

SIGNED, this _____ day of _____, 2012.

The condition of the above obligation is such that whereas the Principal has submitted to:
_____ a certain Bid attached hereto and hereby made a
part hereof to enter into a contract in writing, for the _____.

NOW, THEREFORE,

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

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

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

Principal **Title** (L.S.)

Surety

By: _____

IMPORTANT: Surety Companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

BIDDER QUALIFICATIONS

Project: 2012 Woodland Paving Project

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

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

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

1. Project Name: _____

Dollar amount of Contract: \$ _____

Owner: _____

Owner's Representative: _____ Phone no.: _____

Contractor's Superintendent on this project: _____

Brief Description of Project Scope: _____

2. Project Name: _____

Dollar amount of Contract: \$ _____

Owner: _____

Owner's Representative: _____ Phone no.: _____

Contractor's Superintendent on this project: _____

Brief Description of Project Scope: _____

3. Project Name: _____

Dollar amount of Contract: \$ _____

Owner: _____

Owner's Representative: _____ Phone no.: _____

Contractor's Superintendent on this project: _____

Brief Description of Project Scope: _____

Title of Person completing this form _____

Signature _____ Date _____

Phone No. _____

PART II- CONTRACT FORMS

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2012, by and between the City of Woodland, Washington, hereinafter called "Owner," and of _____, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor."

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

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

PROJECT DESCRIPTION: Project consists of asphalt repair, asphalt overlay, HMA placement, and other road work at 7 different locations and 1 alternate location in Woodland. The City has painted out the limits of work at the 7 different locations and the 1 alternative location. Two locations, CC Bridge and Goerig/Buckeye, require night time work. The estimated quantities at each site are listed in the table below:

Site	Location	Pavement Repair Excavation (yd2)	HMA Repair (tons)	2" Overlay (tons)	3" HMA (tons)	Sawcut (feet)
1	N. Pekin	385	65	145		
2	Davidson by RR	90	15	45	26	
3	S. Pekin	2			70	330
4	2nd & Davidson	186	30	40	32	60
5	Goerig/Buckeye	156	30	90		
6	CC Bridge	415	70	85		
7	Spruce/Rhododendron				3	
Totals:		1234	210	405	131	390

Site Locations:

- 1) CC Street between SR 503 and the Lewis River Bridge. Work at this site must be conducted at night starting at 8 PM.
- 2) N. Pekin Road south of Scott Avenue Intersection.
- 3) S. Pekin Road on the west shoulder of the road south of Marty Loop.
- 4) Davidson Avenue just east of the railroad track.
- 5) Davidson Alley & 2nd Avenue south of Davidson Avenue.
- 6) Goerig/Buckeye Intersection just west of I-5 Interchange 21. Work at this site must be conducted at night starting at 8 PM.
- 7) The Spruce and Rhododendron Drive Intersection in the northeast part of town.

Alternative Work at City Hall Parking Lot, 100 Davidson Avenue – 104 square yards of pavement repair excavation, 17 tons of HMA Pavement Repair, 60 tons of 2" HMA overlay.

The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will complete all work required by the Contract Documents within 30 working days of the same date unless the period for completion is extended otherwise by the Contract Documents.

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the total price of _____ (\$, .).

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

Invitation to Bid Instructions to Bidders Bid Proposal Form Non-Collusion Affidavit Agreement Payment Bond Performance Bond Notice of Award	Notice to Proceed Change Order City of Woodland Special Provisions Contract Bid Items Contract Drawings Prepared or Issued by the City of Woodland Standard Plans Addendum: All items included within these Contract Documents.
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The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

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

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

OWNER:

(SEAL)

By: _____
Typed Name: _____
Title: _____

ATTEST:

Typed Name: _____
Title: _____

CONTRACTOR:

(SEAL)

By: _____
Typed Name: _____
Title: _____
Address: _____

ATTEST:

Typed Name: _____
Title: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Woodland, State of Washington, on _____, 2012, has awarded to _____, hereinafter designated as "Principal," a Contract for construction of the **2012 Woodland Paving Project**, the terms and provisions of which contract are incorporated herein by reference, and;

WHEREAS, said Principal is required to furnish a bond in connection with this said Contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or any other work or labor done thereon of any kind, the Surety of this body will pay the same to extend hereinafter set forth;

NOW, THEREFORE, we the Principal and _____, as Surety, are held and firmly bound unto the City of Woodland, State of Washington, in the penal sum of _____ (\$ _____), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, if the above bounden Principal or any of his subcontractor shall promptly make payment to all persons supplying labor and material or amounts due in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise, this obligation shall remain in full force and virtue; and if the bounden Principal or any of his subcontractors fails to promptly pay any of the persons or amounts due with respect to work or labor performed by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also in case suit brought upon this bond, a reasonable attorney's fee, be fixed by the court; and this bond shall insure to the benefit of any persons so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The bond shall insure to the benefit of any all persons, companies and corporations entitle to file claims, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed hereunder, or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2012, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Attorney-in-Fact, Surety

Principal

Name and Address
Local Office of Agent

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

IMPORTANT: Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Woodland, State of Washington, on _____, 2012, has awarded to _____, hereinafter designated as "Principal," a Contract for construction of the **2012 Woodland Paving Project**, the terms and provisions of which contract are incorporated herein by reference, and;

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we the Principal and _____, as Surety, are held and firmly bound unto the City of Woodland, State of Washington, in the penal sum of _____ (\$, .), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation to the amount of _____ (\$, .), shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of _____

_____ (\$, .), shall remain in full force and virtue; otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the work to be performed hereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event the City of Woodland or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified, we agree to pay to said, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2012, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Attorney-in-Fact, Surety

Principal

Name and Address

Local Office of Agent

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

IMPORTANT: Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

NOTICE OF AWARD

DATE: _____, 2012

TO: _____

PROJECT NAME: 2012 Woodland Paving Project

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

You are hereby notified that your bid has been accepted for items in the amount of _____
_____ (, .).

You are required by the Bidding Documents to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance (including complete insurance coverage for the Owner and City of Woodland) within ten (10) calendar days from the date of this notice to you.

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

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

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 2012.

City of Woodland
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO AWARD** is hereby acknowledged.

Firm: _____, this the _____ day of _____, 2012

By: _____

Title: _____

NOTICE TO PROCEED

TO: _____

PROJECT NAME: 2012 Woodland Paving Project

You are hereby notified to commence work in accordance with the Agreement dated _____, 2012, within ten (10) calendar days of the date of this notice, or _____, 2012, and you are to complete the work within 30 working days after beginning construction. The latest date of completion is therefore, _____, 2012.

City of Woodland
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

Firm: _____, this the ____ day of _____, 2012.

By: _____

Title: _____

CHANGE ORDER

Change Order No. 1

Date: _____, 2012

Agreement Date: _____, 2012

NAME OF PROJECT:

2012 Woodland Paving Project

OWNER:

City of Woodland

CONTRACTOR:

The following changes are hereby made to the Contract:

Justification: _____

Original Contract Price was:	\$
Previously Approved Change Order(s):	<u>\$0.00</u>
Contract Price prior to this Change Order:	\$
Contract Price for this Change Order will be (increased) (decreased) by:	\$
New Contract Price including this Change Order will be:	\$

The Contract Time will be (circle one) *increased decreased (unchanged)* by (___) working days.

The date for substantial completion as of the date of this Change Order, therefore, is

_____ (Date).

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

Requested by: _____

Recommended by: _____

Ordered by: _____

Accepted by: _____

PART III-CONDITIONS OF THE CONTRACT

CITY OF WOODLAND SPECIAL PROVISIONS

**CITY OF WOODLAND
SPECIAL PROVISIONS**

STANDARD SPECIFICATIONS

The Standard Specifications for this project shall be the "2012 Standard Specifications for Road, Bridge, and Municipal Construction as prepared by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association, and as amended under Amendments to the Standard Specifications.

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

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

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

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

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

Amend as follows:

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

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.2 Award of Contract

Add the following paragraph:

"The award of the contract shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the Agreement. Consideration shall be given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Any and all

bids may be rejected when there are sound documented reasons for doing so. The Owner reserves the right to make these judgments. The Owner will award the contract within forty-five (45) days after the Bid Opening.

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

1-04 SCOPE OF WORK

Add the following paragraph:

"Project consists of asphalt repair, asphalt overlay, HMA placement, and other road work at 7 different locations and 1 alternate location in Woodland. The City has painted out the limits of work at the 7 different locations and the 1 alternative location. Two locations, CC Bridge and Goerig/Buckeye, require night time work. The estimated quantities at each site are listed in the table below:

Site	Location	Pavement Repair Excavation (yd2)	HMA Repair (tons)	2" Overlay (tons)	3" HMA (tons)	Sawcut (feet)
1	N. Pekin	385	65	145		
2	Davidson by RR	90	15	45	26	
3	S. Pekin	2			70	330
4	2nd & Davidson	186	30	40	32	60
5	Goerig/Buckeye	156	30	90		
6	CC Bridge	415	70	85		
7	Spruce/Rhododendron				3	
Totals:		1234	210	405	131	390

Site Locations:

- 1) CC Street between SR 503 and the Lewis River Bridge. Work at this site must be conducted at night starting at 8 PM.
- 2) N. Pekin Road south of Scott Avenue Intersection.
- 3) S. Pekin Road on the west shoulder of the road south of Marty Loop.
- 4) Davidson Avenue just east of the railroad track.
- 5) Davidson Alley & 2nd Avenue south of Davidson Avenue.
- 6) Goerig/Buckeye Intersection just west of I-5 Interchange 21. Work at this site must be conducted at night starting at 8 PM.
- 7) The Spruce and Rhododendron Drive Intersection in the northeast part of town.

Alternative Work at City Hall Parking Lot, 100 Davidson Avenue – 104 square yards of pavement repair excavation, 17 tons of HMA Pavement Repair, 60 tons of 2" HMA overlay."

1-05 CONTROL OF WORK

1-05.3 Plans and Working Drawings

Add the following paragraph:

"The City will furnish to the Contractor, free of charge, three (3) copies of the contract documents. Additional copies of the contract documents may be obtained on request by

paying a \$20 fee. The Contractor shall keep one copy of the contract documents on the project, in good order, available to the Engineer and to his representatives. All plans, drawings, specifications, and copies thereof furnished by the Engineer are his property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to him on request at the completion of the work."

1-05.10(1) Guarantees

Add the following paragraph:

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

1-05.12 Final Acceptance

Add the following paragraphs:

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

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

1-06 CONTROL OF MATERIAL

1-06.2(1) Samples and Tests for Acceptance

Section 1-06.2(2) is supplemental as follows:

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

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

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.2 State Taxes

Add the following paragraph:

"Sales Tax will be included in the unit bid prices."

1-07.5(3) State Department of Ecology

Sand and Gravel Source Compliance to the Clean Water Act

Each source/supplier of sand and gravel for this project will provide either a current Sand and Gravel permit number issued by the Washington State Department of Ecology, or a current Application for Coverage, also issued by the Department of Ecology prior to source approval.

1-07.17 Utilities and Similar Facilities

Add the following paragraphs:

"The Contractor shall call the Northwest Utilities Notification Center (One Call Center) at 811 for field location, not less than two or more than ten working days before the scheduled date for commencement of excavation which may affect underground utility facilities. The Contractor shall under no circumstances expose any utility without first obtaining permission from the appropriate utility agency.

The Contractor shall be solely and directly responsible to the Owner and Owners of Utilities for any and all damage, disruption of service, or claims which may result from the construction operations. The Contractor shall make all necessary arrangements for protection of existing power and telephone lines in the vicinity of this Contract that interfere with construction.

Neither the Owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.

Restoration of utilities damaged by the Contractor, his agents or employees, shall be accomplished by the utility involved at the Contractor's expense."

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance (May 10, 2006 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line

by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

- B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The insurance policies shall contain a "cross liability" provision.
- E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.
- F. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30 days prior written notice to the Contracting Agency of any cancellation in any insurance policy.
- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.
- I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- the City of Woodland and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of

whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

1-07.18(3) Subcontractors

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

1-07.18(4) Evidence of Insurance

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

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

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

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

Such policy must provide the following minimum limits:

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

\$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$1,000,000 Each Accident

\$1,000,000 Disease - Policy Limit

\$1,000,000 Disease - Each Employee

1-07.18(5)B Automobile Liability

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

\$1,000,000 combined single limit

1-07.18(5)C Workers' Compensation

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

1-08 PROSECUTION AND PROGRESS

1-08.5 Time For Completion

Add the following paragraph:

"The project shall be completed in its entirety within thirty working days (30) after the date of the Notice to Proceed."

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

When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days.

1-08.7 Maintenance During Suspension

The Contractor shall maintain the erosion and sediment control even if the Contracting Agency is performing the routine maintenance work on the other items.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2(2) Traffic Control Plans

Add the following paragraphs:

"It shall be the Contractor's responsibility to prepare a detailed traffic control plan in accordance with Section 1-10.2(2) of the Standard Specifications.

Within five days from notice to proceed, and prior to the start of any construction, the Contractor shall submit a written traffic control plan to the City. The traffic control plan

shall be in strict conformance with the latest edition of the "Manual for Uniform Traffic Control Devices" and shall be subject to approval by the Engineer and the City of Woodland. The Contractor shall schedule two working days for the Engineer's approval of the traffic control plan. No work shall be completed on this project until the Engineer has provided written approval of the Contractor's traffic control plan. Time extensions will not be approved for any delays in the project as a result of the Contractor's failure to provide a written traffic control plan in strict conformance with these specifications. See Division 1 for additional requirements.

The proper signing and warning devices shall be in place to protect bicycle and pedestrian traffic at all times. It shall be the contractor's responsibility to monitor and maintain the TCD's as necessary.

Except for the Davidson Alley Waterline area on 2nd Street, the Contractor will not be allowed to close down any roads for construction. For all other areas one lane of travel must remain open at all times.

Due to the high amount of traffic, night time work will be required at the Goerig and Buckeye intersection and the CC Street work between SR 503 and the Lewis River Bridge. All night time work will have a starting time of 8 PM. The contractor can provide a temporary detour for access to Lakeshore Drive using Park Road for auto vehicles. Truck traffic will need to use Bozarth and then Pekin to get to Lakeshore Drive.

All traffic control plans shall conform to Section 1-10.2(3).

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.4 Measurement

Add the following:

No unit of measurement shall apply to the lump sum price for "Roadside Cleanup".

"Roadside Cleanup" shall include minor grading of slopes and restoration of all property, landscaping, and approaches to original condition that are adjacent to, impacted by, or on which work has occurred. This work includes reseeding lawns disturbed by construction. Final clean up shall be to the satisfaction of the Engineer and per Section 1-04.11."

2-07 WATERING

Add the following:

The Contractor shall obtain water at his expenses, in a legal manner. The Contractor may not obtain water from natural sources without permission from local authorities that have jurisdiction.

5-04 HOT MIX ASPHALT

5-04.1 Hot Mix Asphalt

Add the following:

Any reference in the Plans or Specifications to Asphalt Concrete Pavement, ACP, or AC shall be equivalent to the terms Hot Mix Asphalt or HMA.

5-04.3 Construction Requirements

Add the following:

The Contractor shall tack and sand all edges, cold joints, and tapers which join existing asphalt pavement with new asphalt.

5-04.3(5)E Pavement Repair

Sawcutting and Removal

The Contractor shall remove the existing edge prior to placing HMA by sawcutting the existing pavement, vertically and in a straight line along the cut lines marked in the field. The cuts shall be made a sufficient distance from the area of excavation to remove damaged pavement and expose voids under the pavement where the subgrade has subsided, or where the pavement has broken or cracked. Pavement edges on opposite sides of trenches shall be cut parallel to each other.

Paving for Pavement Repair Areas:

Pavement placement shall be in accordance with the following and as directed by the Engineer:

1. Compaction requirements: The in place pavement density shall be at least 92% of theoretical maximum per WSDOT FOP for AASHTO T 209.
2. Surface smoothness will be measured for acceptance according to Section 5-04.3(13).

5-04.3(8)A1 General

Add the following:

“The contractor is required to supply compaction test results of all asphalt placement using a nuclear gauge testing unit. In place density must be at least 92% of theoretical maximum density per WSDOT FOP for AASHTO T 209. At least 1 asphalt sample for every day of placement will be taken to a certified laboratory to verify asphalt densities.

5-04.5 Payment

The tenth paragraph is revised to read:

“Crack Sealing”, by lump sum amount.

Add the following:

“Material Testing, by lump sum amount, will cover all necessary asphalt testing needed for City to accept work.”

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Erosion Control and Water Pollution Control

Best Management Practice (BMP) means physical, structural, and managerial practices that when used singly or in combination prevent or reduce erosion.

8-01.3(8) Street Cleaning

Brooming shall include removing all loose aggregate from the sidewalks, ramps and driveways.

8-01.4 Measurement

Add the following:

No unit of measurement shall apply to the lump sum price for “Erosion Control”.

8-01.5 Payment

Add the following:

All costs associated “Erosion Control” as defined under 8-01.1 shall be included in the lump sum price for “Erosion Control”.

9-03.8(2) HMA Test Requirements

ESAL’S

The number of ESAL’S for the design and acceptance of the HMA shall be as follows:

0.3 million to <3 million for CI. ½ in. PG 64-22

STANDARD PLANS

December 9, 2009

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 09-103, effective December 7, 2009 is made a part of this contract.

The Standard Plans

All references in the Standard Plans to “Asphalt Concrete Pavement” shall be revised to read “Hot Mix Asphalt”.

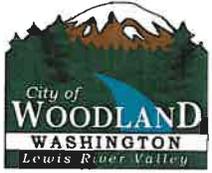
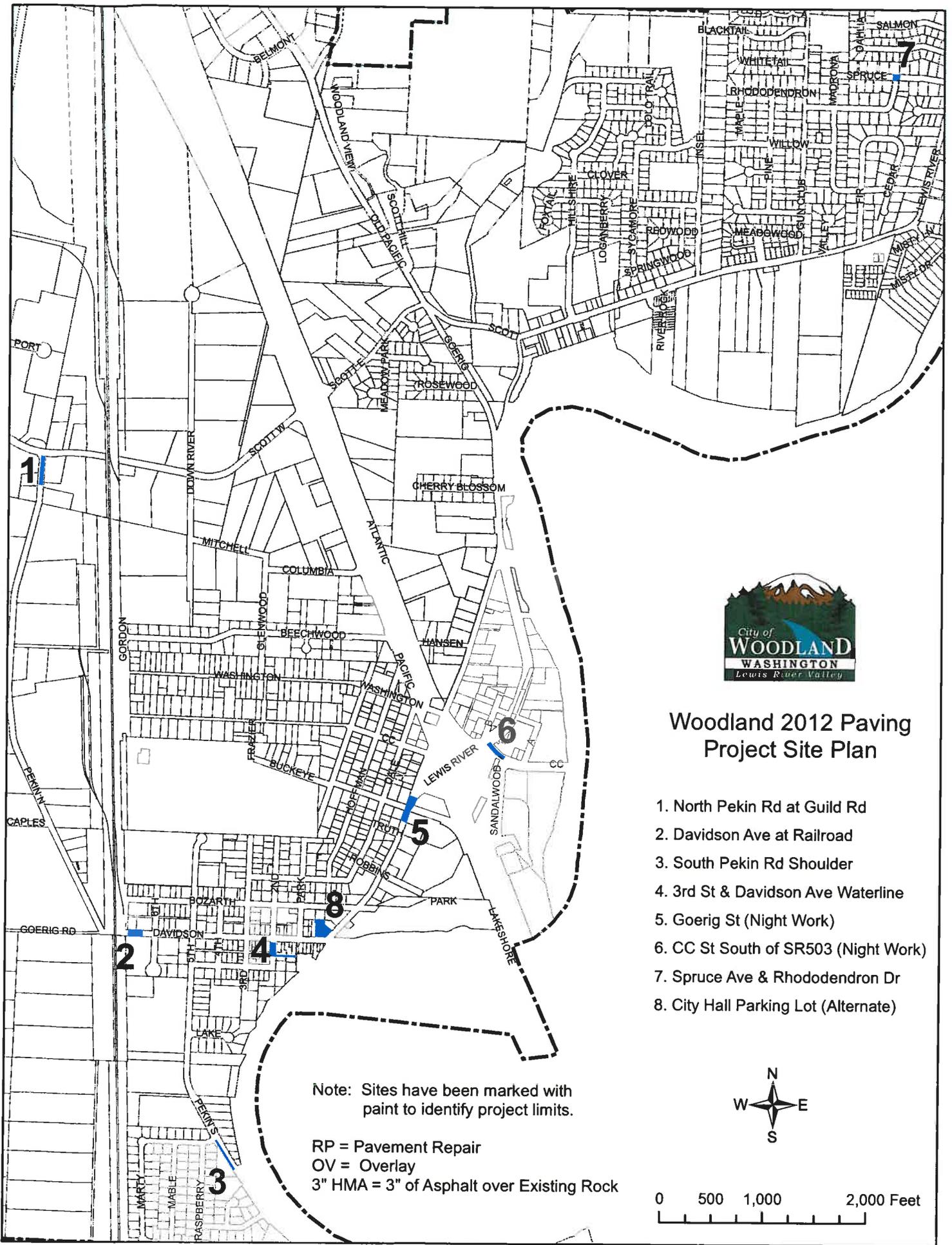
All references in the Standard Plans to the abbreviation “ACP” shall be revised to read “HMA”.

PART IV- CONTRACT DRAWINGS

Woodland 2012 Paving Project Site Plan

E-1.00 – Erosion Prevention & Sediment Control

T05-04 – Standard Trench Restoration Notes

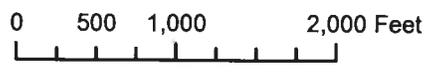


Woodland 2012 Paving Project Site Plan

1. North Pekin Rd at Guild Rd
2. Davidson Ave at Railroad
3. South Pekin Rd Shoulder
4. 3rd St & Davidson Ave Waterline
5. Goerig St (Night Work)
6. CC St South of SR503 (Night Work)
7. Spruce Ave & Rhododendron Dr
8. City Hall Parking Lot (Alternate)

Note: Sites have been marked with paint to identify project limits.

RP = Pavement Repair
 OV = Overlay
 3" HMA = 3" of Asphalt over Existing Rock



GENERAL EROSION PREVENTION & SEDIMENT CONTROL NOTES

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE AND IN WORKING CONDITION PRIOR TO ANY LAND DISTURBING ACTIVITY CAUSED BY CLEARING OR GRADING. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE APPROVED BY THE CITY EROSION CONTROL SPECIALIST PRIOR TO THE COMMENCEMENT OF WORK. THE CONTRACTOR SHALL CALL FOR AN ON-SITE INSPECTION WHEN EROSION AND SEDIMENT CONTROL MEASURES ARE IN PLACE AND PRIOR TO COMMENCEMENT OF WORK.
2. THE EROSION AND SEDIMENT CONTROL MEASURES SHALL BE SITED, DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS IN THE CITY OF WOODLAND'S LATEST STANDARD DETAILS AND THE WASHINGTON STATE DEPARTMENT OF ECOLOGY STORMWATER MANUAL FOR WESTERN WASHINGTON, WHERE THE CITY OF WOODLAND GENERAL REQUIREMENTS SHALL TAKE PRECEDENCE.
3. THE DEVELOPER IS RESPONSIBLE FOR MAINTAINING EROSION PREVENTION AND SEDIMENT CONTROL MEASURES DURING AND AFTER INSTALLATION OF ALL UTILITY WORK ASSOCIATED WITH UTILITY TRENCHES.
4. PRIOR TO ANY SITE EXCAVATION, ALL STORM DRAINAGE INLETS SHALL BE PROTECTED DOWN SLOPE FROM ANY DISTURBED OR CONSTRUCTION AREAS PER THE STANDARD DETAILS TO PREVENT SEDIMENT FROM ENTERING THE STORM DRAINAGE SYSTEM PRIOR TO PERMANENT STABILIZATION OF THE DISTURBED AREAS. CLEAN THE FILTER FABRIC AS NECESSARY TO MAINTAIN DRAINAGE. REMOVE FILTER AND CLEAN CATCH BASINS FOLLOWING COMPLETION OF SITEWORK.
5. THE CONTRACTOR SHALL NOT ALLOW SEDIMENT OR DEBRIS TO ENTER NEW OR EXISTING PIPES, CATCH BASINS OR INFILTRATION SYSTEMS.
6. NEWLY CONSTRUCTED OR MODIFIED INLETS AND CATCH BASINS ARE TO BE PROTECTED IMMEDIATELY UPON INSTALLATION.
7. TEMPORARY SEEDING AND MULCHING OF FILL SLOPES AND DIVERSION DIKES SHALL BE COMPLETED WITHIN ONE WEEK AFTER ROUGH GRADING.
8. ALL EXPOSED AND UNWORKED SOILS SHALL BE STABILIZED BY THE APPROPRIATE BEST MANAGEMENT PRACTICES (BMPs). DURING THE PERIOD FROM OCTOBER 1 TO APRIL 30 NO SOIL SHALL BE EXPOSED FOR MORE THAN TWO (2) DAYS. FROM MAY 1 TO SEPTEMBER 30 NO SOIL SHALL BE EXPOSED FOR MORE THAN SEVEN (7) DAYS.
9. MATERIAL STOCKPILES ARE TO BE PROTECTED BY THE FOLLOWING MEANS:
 - TEMPORARY: COVER PILES WITH TARPS OR PLASTIC SHEETING WEIGHTED WITH CONCRETE BLOCKS, LUMBER OR TIRES.
 - PERMANENT: COVER PILES WITH TARPS OR PLASTIC, OR RESEED. PERIMETER AREAS AROUND PILES ARE TO BE SURROUNDED WITH EROSION CONTROL FILTER FABRIC FENCES UNTIL SOIL SURFACE IS STABILIZED WITH RESEEDING.
10. THE CONTRACTOR SHALL MAINTAIN ON SITE A WRITTEN DAILY LOG OF EROSION CONTROL BMP MAINTENANCE.
11. IF THE CITY INSPECTOR OR ENGINEER(S) HAS EVIDENCE OF POOR CONSTRUCTION PRACTICES OR IMPROPER EROSION PREVENTION BMPs, CITATIONS AND/OR A STOP WORK ORDER SHALL BE ISSUED UNTIL PROPER MEASURES HAVE BEEN TAKEN AND APPROVED BY THE CITY OF WOODLAND. IF THE BMPs APPLIED TO A SITE ARE INSUFFICIENT TO PREVENT SEDIMENT FROM REACHING WATER BODIES, ADJACENT PROPERTIES, OR PUBLIC RIGHT-OF-WAY, THEN THE PUBLIC WORKS DIRECTOR SHALL REQUIRE ADDITIONAL BMPs.

PROTECTION OF ADJACENT PROPERTIES, ROADS AND STREETS

12. PROVIDE A 12-INCH DEEP PAD OF CRUSHED ROCK FOR A DISTANCE OF 100 FEET INTO THE SITE FOR ALL ACCESS POINTS UTILIZED BY CONSTRUCTION EQUIPMENT AND TRUCKS. WIDTH OF THE PAD SHALL BE A MINIMUM OF 20 FEET. ALL TRUCKS LEAVING THE SITE SHALL EGRESS ACROSS THE PAD. ACCUMULATED SOIL SHALL BE PERIODICALLY REMOVED, OR ADDITIONAL ROCK SHALL BE PLACED UPON THE PAD SURFACE. ROCK SHALL BE CLEAN 4 INCH TO 8 INCH QUARRY SPALLS. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
13. PAVEMENT SWEEPING AND SHOVELING IS REQUIRED. WASHING THE PAVEMENT INTO THE STORM SYSTEM IS NOT PERMITTED.
14. AT SITES WITH LESS THAN 1 ACRE OF EXPOSED SOIL, PAD LENGTH MAY BE REDUCED TO 50 FEET. SINGLE FAMILY LOT ENTRANCES MAY HAVE THE PAD LENGTH REDUCED TO 20 FEET. IF CONSTRUCTION OCCURS SIMULTANEOUSLY ON ADJACENT LOTS WITH THE SAME OWNER DURING CONSTRUCTION, ONE LOT ENTRANCE MAY BE USED FOR THE ADJACENT LOTS.
15. INSTALL SEDIMENT FENCE IN ACCORDANCE WITH THIS DETAIL SHEET PRIOR TO BUILDING CONSTRUCTION AND/OR EXCAVATION TO PREVENT SILT INTRUSION UPON ADJACENT LOTS. IF CONSTRUCTION OCCURS SIMULTANEOUSLY ON ADJACENT LOTS AND THE LOTS HAVE THE SAME OWNER DURING CONSTRUCTION, THE SILT FENCE ALONG THE COMMON LOT LINE MAY BE ELIMINATED.
16. CONSTRUCTION ROADS AND PARKING AREAS SHALL BE STABILIZED WHEREVER THEY ARE CONSTRUCTED, WHETHER PERMANENT OR TEMPORARY, FOR THE USE OF CONSTRUCTION TRAFFIC.

MAINTENANCE OF SEDIMENT CONTROL BMPs

17. MAINTAIN AND REMOVE ALL SEDIMENT CONTROLS AS SPECIFIED IN THE STANDARD DETAILS. THE CONTRACTOR SHALL REMOVE ALL ACCUMULATED SEDIMENT FROM THE CATCH BASINS, DRYWELLS, UTILITY TRENCHES AND STORM PIPES PRIOR TO ACCEPTANCE BY THE CITY.
18. SEDIMENT CONTROL BMPs SHALL BE INSPECTED WEEKLY AND AFTER ANY STORM EVENT PRODUCING RUNOFF. THE INSPECTION FREQUENCY FOR STABILIZED, INACTIVE SITES SHALL BE ONCE EVERY TWO WEEKS OR MORE FREQUENTLY AS DETERMINED BY THE LOCAL PERMITTING AUTHORITY BASED ON THE LEVEL OF SOIL STABILITY AND POTENTIAL FOR ADVERSE ENVIRONMENTAL IMPACTS.
19. ALL TEMPORARY EROSION PREVENTION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER SITE STABILIZATION IS ACHIEVED OR AFTER TEMPORARY BMPs ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE REMOVED OR STABILIZED ON SITE. DISTURBED SOIL AREAS RESULTING FROM REMOVAL SHALL BE PERMANENTLY STABILIZED.

DUST CONTROL

20. IN AREAS SUBJECT TO SURFACE AND AIR MOVEMENT OF DUST ONE OR MORE OF THE FOLLOWING PREVENTATIVE MEASURES SHALL BE TAKEN FOR DUST CONTROL:
 - MINIMIZE THE PERIOD OF SOIL EXPOSURE THROUGH THE USE OF TEMPORARY GROUND COVER AND OTHER TEMPORARY STABILIZATION PRACTICES.
 - SPRINKLE THE SITE WITH WATER UNTIL THE SURFACE IS WET.
 - SPRAY EXPOSED SOIL AREAS WITH A DUST PALLIATIVE. NOTE: USE OF PETROLEUM PRODUCTS OR POTENTIALLY HAZARDOUS MATERIALS ARE PROHIBITED

TEMPORARY SEEDING

21. EXPOSED SURFACES THAT WILL NOT BE BROUGHT TO FINAL GRADE OR GIVEN A PERMANENT COVER TREATMENT WITHIN 30 DAYS OF THE EXPOSURE SHALL HAVE SEED MIX AND MULCH PLACED TO STABILIZE THE SOIL AND REDUCE EROSION SEDIMENTATION. SEEDED AREAS SHALL BE CHECKED REGULARLY TO ASSURE A GOOD STAND OF GRASS IS BEING MAINTAINED. AREAS THAT FAIL TO ESTABLISH VEGETATION COVER ADEQUATE TO PREVENT EROSION WILL BE RESEED AS SOON AS SUCH AREAS ARE IDENTIFIED.
22. APPLY AN APPROVED TEMPORARY SEEDING MIXTURE TO THE PREPARED SEED BED AT A RATE OF 120 LBS/ACRE. NOTE: "HYDROSEEDING" APPLICATIONS WITH APPROVED SEED-MULCH-FERTILIZER MIXTURES MAY ALSO BE USED.



EROSION PREVENTION & SEDIMENT CONTROL

CITY OF WOODLAND
DEPARTMENT OF PUBLIC WORKS

APPROVED

BY: EH
DATE: 12/27/2007

E-1.00

GENERAL NOTES:

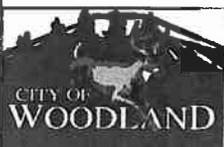
1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS, EXCEPT WHERE OTHERWISE NOTED IN THESE STANDARDS. MATERIALS AND WORKMANSHIP SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION PREPARED BY THE WASHINGTON STATE CHAPTER OF THE AMERICAN PUBLIC WORKS ASSOCIATION (APWA) AND THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AND SHALL COMPLY WITH THE CURRENT EDITION.
2. TRENCH BACKFILL AND RESURFACING SHALL BE AS SHOWN IN THE STANDARD DETAILS, UNLESS MODIFIED BY THE RIGHT OF WAY USE PERMIT. SURFACING DEPTHS AND PAVING LIMITS SHOWN IN THE STANDARD DETAILS ARE MINIMUMS AND MAY BE INCREASED BY THE DIRECTOR TO MEET TRAFFIC LOADINGS OR SITE CONDITIONS.
3. THE DIRECTOR MAY REQUIRE MATERIALS COMPACTION AND MOISTURE TESTING. TESTING SHALL BE PERFORMED BY A LAB PRE APPROVED BY THE CITY WITH THE RESULTS BEING SUPPLIED TO THE DIRECTOR. THE TESTING IS NOT INTENDED TO RELIEVE THE CONTRACTOR FROM ANY LIABILITY FOR THE TRENCH RESTORATION. IT IS INTENDED TO SHOW THE INSPECTOR AND THE CITY THAT THE RESTORATION MEETS THIS SPECIFICATION.
4. THE FINAL PAVEMENT PATCH SHALL BE COMPLETED AS SOON AS POSSIBLE AND SHALL BE COMPLETED WITHIN THIRTY (30) DAYS AFTER FIRST OPENING THE TRENCH. THIS TIME FRAME MAY BE ADJUSTED IF DELAYS ARE DUE TO INCLEMENT WEATHER, OR OTHER ADVERSE CONDITIONS. HOWEVER, DELAYING OF FINAL PATCH OR OVERLAY WORK IS ALLOWABLE ONLY SUBJECT TO THE DIRECTOR'S APPROVAL. THE DIRECTOR MAY DEEM IT NECESSARY TO COMPLETE THE WORK WITHIN THIRTY (30) DAYS TIME FRAME AND NOT ALLOW ANY TIME EXTENSION. IF THIS OCCURS, THE CONTRACTOR SHALL PERFORM THE NECESSARY WORK AS DIRECTED. PATCHES, REPAIRS OR OVERLAYS SHALL ONLY BE INSTALLED NEXT TO A CLEAN, NEAT SAWCUT LINE.
5. WHEN TRENCHING WITHIN THE ROADWAY SHOULDERS, THE SHOULDER SHALL BE RESTORED TO ITS ORIGINAL OR BETTER CONDITION. LONGITUDINAL TRENCH RESTORATION REQUIRING A HALF LANE WIDTH OR MORE SHALL BE REQUIRED TO RESTORE THE ENTIRE LANE TO CENTERLINE. UNDERMINED PAVEMENT SHALL BE CUT BACK, REMOVED AND RESTORED TO LIMITS AS REQUIRED BY THE DIRECTOR TO ALLOW COMPACTION AND BACKFILL OF DISTURBED AREAS. LIMITS OF TRENCH RESTORATION SHALL BE IDENTIFIED PRIOR TO TRENCH BACKFILL.
6. ANY PATCH OR OVERLAY ON ARTERIAL STREETS OR AREAS ZONED COMMERCIAL SHALL BE PERMANENT AND COMPLETED AS SOON AS POSSIBLE.
7. IF A PAVEMENT CUT IS PROPOSED IN A STREET THAT WAS CONSTRUCTED OR RE-PAVED WITHIN THE PAST FIVE YEARS, A DISRUPTION FEE WILL BE CHARGED IN ACCORDANCE WITH WMC 12.04.060. TRENCHLESS CONSTRUCTION METHODS MUST BE EXPLORED ON ALL PAVED ROAD CROSSINGS REGARDLESS OF THE PAVEMENT CONDITION.
8. CONTROL DENSITY FILL IS REQUIRED WHEN TRENCHING IN ARTERIAL STREETS, AND STREETS LOCATED IN THE CENTRAL BUSINESS DISTRICT. FOR LONGITUDINAL TRENCHES ALTERNATIVE METHODS OF RESTORATION MAY BE CONSIDERED.
9. THE OWNER SHALL WARRANT THE RESTORATION WORK FOR A PERIOD OF 2 YEARS ON RESIDENTIAL LOCAL AND UNCLASSIFIED STREETS AND 5 YEARS ON COLLECTOR AND ARTERIAL STREETS. FRANCHISE UTILITIES SHALL WARRANT THEIR WORK FOR THE LIFE OF THE RESTORATION. THE OWNER SHALL REPAIR ANY OF THE FOLLOWING DEFICIENCIES WHICH OCCUR DURING THIS TIME PERIOD.

SETTLEMENT OR BUMP: ANY SETTLEMENT OR BUMP MORE THAN 1/4 INCH LOWER OR HIGHER THAN THE ORIGINAL PAVEMENT SHALL BE REPAIRED. REPAIR MAY INCLUDE REMOVAL AND REPLACEMENT OR SKIN PATCHING AND WILL BE DETERMINED BY THE DIRECTOR.

EDGE SEPARATION: ANY SEPARATION OF THE TRENCH FROM SURROUNDING ROADWAY GREATER THAN 1/4 INCH SHALL BE CRACK SEALED PER WSDOT STANDARD SPECIFICATIONS SECTION 5-04.

ALLIGATOR CRACKING: ANY TRENCH PAVEMENT WHICH EXHIBITS ALLIGATOR CRACKING SHALL BE REPLACED. THE REPLACEMENT SHALL BE IN CONFORMANCE WITH THE PAVEMENT REPAIR SECTION OF THE STANDARD SPECIFICATIONS.

RAVELING: RAVELING IS DEFINED AS SURFACE DETERIORATION THAT OCCURS WHEN AGGREGATE PARTICLES ARE DISLODGED OR OXIDATION CAUSES LOSS OF ASPHALT BINDER. THE ASPHALT CONCRETE PAVEMENT LOSES ITS SMOOTH SURFACE AND BEGINS TO APPEAR VERY OPEN AND ROUGH. MEDIUM SEVERITY RAVELING AS DEFINED BY THE "PAVEMENT SURFACE CONDITION FIELD RATING MANUAL FOR ASPHALT PAVEMENT" DEVELOPED BY THE NORTHWEST PAVEMENT MANAGEMENT ASSOCIATION SHALL BE PLANED AND REPAVED.
10. PAVEMENT REMOVAL SHALL ONLY BE ACCOMPLISHED BY USE OF SAWCUTTING, PLANING OR GRINDING EQUIPMENT SPECIFICALLY DESIGNED FOR THIS PURPOSE, TO ACCOMPLISH A NEAT STRAIGHT CUT LINE. USE OF PAVEMENT RIPPERS IS PROHIBITED.
11. ALL PAVEMENT, CURB, GUTTER OR SIDEWALK DAMAGED AS A RESULT OF CONTRACTOR ACTIVITY SHALL BE RESTORED TO ORIGINAL CONDITION. PAVEMENT SHALL BE RESTORED TO NOT LESS THAN THE ORIGINAL CROSS SECTION AND STRENGTH. WHERE PAVEMENT, CURB, GUTTER OR SIDEWALK HAVE BEEN UNDERMINED BY TRENCHING, IT SHALL BE REMOVED, THE SUBGRADE RESTORED AND SURFACES REPLACED TO LIMITS AS APPROVED BY THE CITY.



STANDARD TRENCH RESTORATION NOTES

CITY OF WOODLAND
DEPARTMENT OF PUBLIC WORKS

APPROVED

BY: EH
DATE: 4-10-08

T05-04