

**TECHNICAL SPECIFICATIONS**



**GILLIGAN CREEK ROAD SLIDE REPAIR AT  
INTAKE PROJECT**

**Project # 3817**

**ISSUED FOR BIDDING**

**8/4/2022**

**DISTRICT OFFICE**

1415 Freeway Drive  
Mount Vernon, WA 98273  
(360) 424-7104 -- Telephone  
(360) 424-8764 -- Facsimile

**DISTRICT OFFICIALS**

Commission

Joe Lindquist, President  
Germaine Kornegay, Vice-President  
Andrew Miller, Secretary

General Manager

George Sidhu, P.E.

Engineering Manager

Mark C. Handzlik, P.E.

Operations Manager

Mike Fox

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# Specifications and Bid Documents

## GILLIGAN CREEK ROAD SLIDE REPAIR AT INTAKE Project

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### CERTIFICATION

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These specifications and design drawings for the Gilligan Creek Road Slide Repair at Intake Project have been prepared under the direction of the following Registered Professional Engineer.



# Specifications and Bid Documents

## GILLIGAN CREEK ROAD SLIDE REPAIR AT INTAKE Project

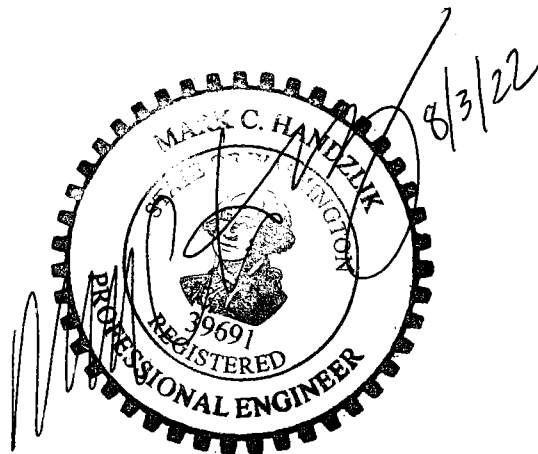
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### CERTIFICATION

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These specifications and design drawings for the Gilligan Creek Road Slide Repair at Intake Project have been prepared under the direction of the following Registered Professional Engineer.

Invitation to Bid  
Instructions to Bidders  
Bid Proposal Forms  
Agreement  
General and Supplementary Conditions  
Appendices



# TABLE OF CONTENTS

## INVITATION TO BID

### INSTRUCTIONS TO BIDDERS

General	Info - 1
Location	Info - 1
Examination of Plans, Specifications, and Site	Info - 1
Bid Documents	Info - 1
Bids	Info - 2
Bid Deposit	Info - 2
Escrow Bid Documents	Info - 2
Evaluation of Bids and Award of Contract	Info - 2
Responsibility Criteria	Info - 2
Mandatory Responsibility Criteria	Info - 3
Subcontractor Responsibility Criteria	Info - 4
Protests	Info - 4
Contract Time	Info - 4
Failure to Execute Contract and Furnish Bond	Info - 4
Corrections, Interpretations, and Addenda	Info - 4
Subcontractors & Suppliers	Info - 5
Bidder Qualifications	Info - 5
Permits	Info - 5
Pre-Bid Meeting	Info - 5

### BID PROPOSAL FORMS

Bidder's Checklist	Proposal – 1
Bid to Commission	Proposal – 2
Bid Proposal Schedule	Proposal – 3
Bid Proposal Signature Sheet	Proposal – 4
Statement of Bidder's Qualifications	Proposal – 5
Certification of Compliance with Wage Payment Statutes	Proposal – 6

### AGREEMENT

Agreement	Agreement – 1
Indemnification Agreement	Agreement – 3
Certificate of Owner's Attorney	Agreement – 4
Performance and Payment Bond	Agreement – 5
Certificate as to Corporate Seal	Agreement – 7

### GENERAL AND SUPPLEMENTARY GENERAL CONDITIONS

General Conditions	GC - 1
Supplementary General Conditions	SGC - 1
1 Order of Precedence	SGC - 2
2 Section 1-01.3 Definitions (APWA)	SGC - 2
3 Section 1-03 Award and Execution of Contract	SGC - 2
3.1 Section 1-03.4 Contract Bond	SGC - 2
3.2 Section 1-03.8 Award and Execution of Contract	SGC - 3

4	Section 1-05	Control of Work	SGC - 3
4.1	Section 1-05.0	Control of Work – General	SGC - 3
4.2	Section 1-05.4	Conformance With and Deviations From Plans and Stakes	SGC - 3
4.3	Section 1-05.10	Guaranties (APWA)	SGC - 3
5.0	Section 1-07	Legal Relations and Responsibilities	SGC - 4
5.1	Section 1-07.1	Owner Safe Access	SGC - 4
5.2	Section 1-07.6	Permits and Licenses	SGC - 4
5.3	Section 1-07.9	Wages	SGC - 4
5.4	Section 1-07.18(1)	Public Liability and Property Damage Insurance	SGC - 5
5.5	Section 1-07.26	Personal Liability of Public Officers	SGC - 5
6	Section 1-08	Prosecution and Progress	SGC - 5
6.1	Section 1-08.5	Time for Completion (Contract Time) (APWA)	SGC - 5
6.2	Section 1.08.9	Liquidated Damages	SGC - 5
6.3	Section 1.08.10(2)	Termination for Public Convenience	SGC - 6
7	Section 1-09	Measurement and Payment	SGC - 6
7.1	Section 1-09.4	Equitable Adjustment	SGC - 6
7.2	Section 1-09.6	Force Account	SGC - 6
7.3	Section 1-09.11(3)	Time Limitations and Jurisdiction	SGC - 6
7.4	Section 1-09.13(3)	Claims Resolution	SGC - 6
7.5	Section 1-09.14	Claims Against Contractor’s Retainage and/or Public Contract Bond	SGC - 7
8	Section 1-10	Temporary Traffic Control	SGC - 7
8.1	Section 1-10.2(2)	Traffic Control Plans	SGC - 7

**CONTRACTOR INADVERTENT DISCOVERY PLAN**

## INVITATION TO BID

Notice is hereby given that Public Utility District No. 1 of Skagit County (Skagit PUD) will receive sealed Bids for the **GILLIGAN CREEK ROAD SLIDE REPAIR AT INTAKE Project**. Each bid shall be placed in a sealed envelope and shall be mailed or delivered to Skagit PUD's office, 1415 Freeway Drive, Mount Vernon, Washington 98273, to arrive no later than 10:00 AM, Thursday, August 18, 2022. All complete bids will be opened and publicly read aloud no sooner than 10:01 AM on the same day.

### **Gilligan Creek Road Slide Repair at Intake Project**

Shoulder repair and slope stabilization at Skagit PUD's Gilligan Creek surface water intake, per the attached plans and specification sheet. Includes installation of three rows of 15- to 25-foot-long rock dowels with anchored steel mesh to stabilize the existing slope, construction of two and three rows of gabion baskets in the upper portion of the slope to retain shoulder fill, and installation of a rock dowel supported ships ladder with upper landing (per Washington Administrative Code (WAC) 296-876-60015 Notes 1 and 2).

Work also includes road excavation at a secondary location in close proximity to the above-described work. Road excavation will be mostly unclassified excavation and paid for via Force Account Work where approximately 100 feet of the roadway will be shifted 3 to 4 feet into the ditch line (away from the failure).


The location of the proposed work is five miles east of Highway 9 off Old Day Creek Road, south of South Skagit Highway.

A Pre-Bid Meeting will be held at 10:00AM on Thursday, August 11, in the parking lot of the Water Treatment Plant at 11932 Morford Rd, Sedro-Woolley, WA 98284. Site visit to follow for those interested.

Construction plans, specifications, and contract documents may be viewed at Skagit PUD's office located at 1415 Freeway Drive, Mount Vernon, Washington 98273. Construction plans, specifications, addenda, and plan holders list for this project can be viewed or purchased on-line through Builders Exchange of Washington, Inc., at <http://www.bxwa.com>; 2607 Wetmore Avenue, Everett, WA 98201-2929, (425) 258-1303, Fax (425) 259-3832. Click on: "bxwa.com"; "Posted Projects"; "Public Works", "PUD #1 of Skagit County" and "Projects Bidding". (*Note: Bidders are encouraged to "Register as a Bidder" in order to receive automatic e-mail notification of future addenda and to be placed on the "Bidders List". This service is provided free of charge to Prime Bidders, Subcontractors and Vendors bidding this project. Contact Builders Exchange of Washington at (425) 258-1303, should you require further assistance.*) Contract documents will be available on or after August 4, 2022.

Point of Contact: Catherine Price, Contract Coordinator

PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY

  
[George Sidhu \(Aug 2, 2022 09:08 PDT\)](#)  
George Sidhu, P.E., General Manager

Published: August 4 and 11, 2022 (Skagit Valley Herald)  
August 4, 2022 (Daily Journal of Commerce)

# **INSTRUCTIONS TO BIDDERS**



## INSTRUCTIONS TO BIDDERS

### 1.01 GENERAL

The Gilligan Creek Road Slide Repair at Intake Project consists of the following:

Shoulder repair and slope stabilization at Skagit PUD's Gilligan Creek surface water intake, per the attached plans and specification sheet. Includes installation of three rows of 15- to 25-foot-long rock dowels with anchored steel mesh to stabilize the existing slope, construction of two and three rows of gabion baskets in the upper portion of the slope to retain shoulder fill, and installation of a rock dowel supported ships ladder with upper landing (per Washington Administrative Code (WAC) 296-876-60015 Notes 1 and 2).

Work also includes road excavation at a secondary location in close proximity to the above-described work. Road excavation will be mostly unclassified excavation and paid for via Force Account Work where approximately 100 feet of the roadway will be shifted 3 to 4 feet into the ditch line (away from the failure).

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### 2.01 LOCATION

The location of the proposed work is five miles east of Highway 9 off Old Day Creek Road, south of South Skagit Highway.

### 3.01 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

Bidders shall satisfy themselves as to construction conditions by personal examination of the Plans, Specifications, other Bid Documents, and from attendance at applicable Pre-Bid Meetings. Bidders shall carefully correlate their observations with the requirements of the Contract Documents, and shall otherwise satisfy themselves regarding the expense and difficulties associated with performing the Work, and shall fully account for it in their bids. The submission of a bid shall constitute a representation of compliance by the Bidder with this requirement.

### 3.03 BID DOCUMENTS

The Bid Documents for the Project include the following:

- Project Manual including general and supplementary specifications
- Contract Drawings including specifications on sheets 12 and 13 of 13
- Washington State Department of Transportation Standard Specifications

#### 4.01 BIDS

The project will be awarded based on the lowest responsive responsible Bidder.

Bids shall be made on the forms included herewith and shall be addressed to the Public Utility District No. 1 of Skagit County, 1415 Freeway Drive, Mount Vernon, Washington 98273. Each Bid shall be placed in a sealed envelope and shall be mailed or delivered to the Public Utility District No. 1 of Skagit County, to arrive no later than 10:00 AM on Thursday, August 18, 2022. All complete Bids will be opened and publicly read aloud no sooner than 10:01 AM the same day. No Bid may be withdrawn after the time set for the Bid opening or before award and execution of the contract unless the Owner does not award the contract within sixty (60) calendar days after the opening of Bids.

#### 5.01 BID DEPOSIT

No bid deposit is required to be submitted with this submission.

#### 6.01 EVALUATION OF BIDS AND AWARD OF CONTRACT

The Owner will award the Bid to the lowest responsive, responsible Bidder based on the Total Bid Amount as stated on the Bid Proposal Form. In the case of a conflict between the Total Bid Amount as stated numerically and as stated in words, the words shall take precedence.

In the case of a conflict between the quantity, unit price and unit price extension for a given bid item, the Owner will make adjustments to the unit price extensions based on the unit price. If the Bidder does not provide a unit price or a unit price extension for every bid item, the bid will be considered non-responsive.

The right is reserved by the Owner to waive any and all informality in the Bids, to reject any or all Bids, including nonresponsive, unbalanced, or conditional bids, to reject any or all schedules, to re-advertise for new Bids, or to otherwise carry out the Work. The Owner reserves the right to reject any bid that is materially unbalanced to the Owner's potential detriment. The Owner further reserves the right to delete portions of the Work.

Bids which are incomplete, or which are conditioned in any way, or which contain erasures, alterations, or items not called for in the Bid Form, or which are not in conformity with the law or these Instructions, may be rejected as non-responsive

#### 6.02 RESPONSIBILITY CRITERIA

Before the Owner awards the contract, state law is used to determine that responsible contractors and subcontractors perform the work. Bidder responsibility is determined by the Bidder

successfully demonstrating its ability to satisfy the mandatory responsibility criteria and any project specific criteria established by the Owner.

To comply with the responsibility criteria for this bid, a Bidder must provide sufficient information as required. If the Bidder fails to provide the requested information within the time and manner specified in these bid documents, the Owner reserves the option to determine responsibility upon any available information related to any supplemental criteria and/or may find the Bidder not responsible. If the lowest Bidder is found not responsible, the Owner reserves the right to award to the next low Bidder without re-advertising or rebidding the project.

### 6.03 MANDATORY RESPONSIBILITY CRITERIA

It is the intent of Owner to award a contract to the low responsible bidder. Before award, the bidder must meet the following Bidder responsibility criteria to be considered a responsible bidder. The Bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
  - a) Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - b) Have a Washington Employment Security Department number, as required in Title 50 RCW;
  - c) Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
5. Until August 4, 2022, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
6. For public works projects subject to the apprenticeship utilization requirements of RCW 3.0.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.
7. Prior to the award date, the Contractor shall produce evidence of having received by the Department of Labor & Industries training on prevailing wage and public works requirements or are exempt under RCW 39.04.350

#### 6.04 SUBCONTRACTOR RESPONSIBILITY CRITERIA

Before award, the Bidder shall verify responsibility criteria for each first tier subcontractor the Contractor hires and a subcontractor of any tier subcontractor that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall occur at the time of subcontract execution and shall include that each subcontractor meets the responsibility criteria listed in Section 6.03 and possesses an electrical contractor license (if required by RCW Chapter 19.28) or an elevator contractor license (if required by RCW Chapter 70.87). These verification requirements, as well as the responsibility criteria, shall be included in each of the Contractor's subcontracts of any tier. The Contractor shall certify that this verification is complete prior to contract close-out.

#### 6.05 PROTESTS

Any Bidders wanting to file a bid protest shall submit a formal protest consisting of a written letter signed by an authorized official of the company within 48 hours of the bid opening. The protest will be reviewed by the Owner and if warranted, a meeting will be held with the Owner, the low Bidder and the Bidder filing the protest within 4 Calendar days to review the protest. A decision on the protest will be made by the Owner within 7 Calendar days.

#### 6.06 CONTRACT TIME

The Contract completion date is an essential part of the Contract, and it will be necessary for each Bidder to satisfy the Owner of its ability to complete the Work within the time allowed. Bidders shall base their bids on utilizing the full Contract Time of 20 working days for the Work to begin after materials have been procured, as specified.

#### 7.01 FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

In the event the successful Bidder fails to furnish a Payment and Performance Bond complying with this Invitation for Bids, and fails to sign the contract within ten (10) calendar days after notification by the Owner, an amount equal to 5 percent of the amount of the Bid shall be forfeited to the Owner as liquidated damages, and it is agreed that this said sum is a fair estimate of the amount of damages the Owner would sustain in the event that the Bidder failed to enter into the Contract or furnish the required Bond. Said liquidated damages shall be paid from the Bid Deposit submitted with the Bid. Other Bids will then be reconsidered for award by the Owner.

#### 8.01 CORRECTIONS, INTERPRETATIONS, AND ADDENDA

If Bidders find or observe any omissions, discrepancies, or need for interpretations of the Bid Documents, they shall bring such facts in writing to the attention of the Owner. Written addenda to clarify questions which arise will then be issued. Interpretations or explanations of the Contract Documents will be in the form of written addenda only. Oral statements by the Owner, Engineer, or other representative of the Owner whether made before or after award of the Contract shall in no way modify the Contract Documents.

Any requests for information or interpretation of the Bid Documents shall be made by phone or email to Catherine Price, Contract Coordinator (360) 848-4472 or Price@SkagitPUD.org. All such requests shall be received no later than three (3) days prior to Bid opening.

#### 10.01 SUBCONTRACTORS & SUPPLIERS

In compliance with RCW 39.30.060 for all projects estimated to cost \$1 million or more, all Bidders must complete and submit the Subcontractors List form provided in the Bid Proposal Forms. The Subcontractors List form must be submitted with the Bid. The failure of a Bidder to submit the names of such subcontractors, or to name itself to perform such work, or the naming of two or more firms (subcontractors or Bidders) to perform the same work shall render the Bidder's bid non-responsive and, therefore, void.

#### 11.01 BIDDER QUALIFICATIONS

All Bidders shall submit with their bids evidence of sufficient qualifications and experience for the work as specified in Bid Proposal Forms. The Owner will utilize the information submitted for the purpose of determining the responsibility of the low Bidder for determining eligibility for award.

#### 12.01 PERMITS

The Owner has obtained or will obtain the permits and approvals required for the Work as listed below. The Contractor shall comply with the provisions of all permits, approvals and easements. All other required permits or licenses (i.e. right of way permits) shall be the responsibility of the Contractor. Below is a list of the Owner-obtained permits and approvals, to be added to the contract once approval is granted by the County (estimated end of August).

Skagit County Building Permit (pending)  
Skagit County Grading Permit (pending)

Should the Contractor procure additional formal or informal access easements, rights of entry, Work or storage areas, or enter private property, he/she shall obtain and file all such private property agreements with the Owner prior to such access. The Contractor shall provide to the Owner property release forms for all Work or access on private property.

#### 13.01 PRE-BID MEETING

A Pre-Bid Meeting will be held at 10:00AM on Thursday, August 11, in the parking lot of the Water Treatment Plant at 11932 Morford Rd, Sedro-Woolley, WA 98284. Site visit to follow for those interested.

END OF SECTION

## Mandatory Bidder Responsibility Checklist

The following checklist may be used by Owners in documenting that a Bidder meets the mandatory bidder responsibility criteria. It is suggested that Owners print a copy of documentation from the appropriate website to include with this checklist in the contract file.

<b>General Information</b>	
Project Name:	Project Number:
Bidder's Business Name:	Bid Submittal Deadline:
<b>Contractor Registration –</b> <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
Is Bidder on Infraction List?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Current UBI Number –</b> <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
UBI Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Industrial Insurance Coverage –</b> <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Employment Security Department Number –</b>	
Employment Security Department Number:	
• Has Bidder provided account number on the Bid Form?	Yes <input type="checkbox"/> No <input type="checkbox"/>
• And/or have you asked the Bidder for documentation from Employment Security Department on account number?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>State Excise Tax Registration Number –</b> <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
Tax Registration Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Not Disqualified from Bidding –</b> <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp</a>	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Checked by:</b>	
Name of Employee:	Date:

## Subcontractor Responsibility Checklist

The following checklist may be used by Contractors and Subcontractors in documenting that a subcontractor of any tier meets the subcontractor responsibility criteria. It is suggested that Contractors and Subcontractors print a copy of documentation from the appropriate website to include with this checklist in their contract file.

<b>General Information</b>	
Project Name:	Project Number:
Subcontractor's Business Name:	Subcontract Execution Date:
<b>Contractor Registration –</b> <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Subcontract Bid Submittal Deadline):	Expiration Date:
<b>Current UBI Number –</b> <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
UBI Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Industrial Insurance Coverage –</b> <a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Employment Security Department Number –</b>	
Employment Security Department Number:	
<ul style="list-style-type: none"> <li>• Has Subcontractor provided account number on the Bid Form? Yes <input type="checkbox"/> No <input type="checkbox"/></li> <li>• And/or have you asked the Subcontractor for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input type="checkbox"/></li> </ul>	
<b>State Excise Tax Registration Number –</b> <a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
Tax Registration Number:	Account Closed: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Not Disqualified from Bidding –</b> <a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp</a>	
Is the Subcontractor listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Contractor Licenses –</b> <a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
<u>Electrical:</u> If required by Chapter 19.28 RCW, does the Subcontractor have an Electrical Contractor's License? Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Elevator:</u> If required by Chapter 70.87 RCW, does the Subcontractor have an Elevator Contractor's License? Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Checked by:</b>	
Name of Employee:	Date:

# **BID PROPOSAL FORMS**



## BID PROPOSAL FORM

### BIDDER'S CHECKLIST

This Checklist has been prepared and furnished to aid Bidders in including all necessary supporting information with their Bid. Bidder's submittals shall include, but not be limited to, the following:

ITEM	CHECKED
1. Bid Schedule	_____
2. Proposal Signature, Addenda Acknowledgment and Non-Collusion Declaration Sheet	_____
3. Subcontractor List	_____
4. Statement of Bidder's Qualifications	_____

## **BID TO COMMISSION**

TO: Board of Commissioners  
Public Utility District No. 1 of Skagit County, Washington

Gentlemen:

The undersigned has examined the site, specifications, plans, laws and ordinances covering the improvements contemplated. In accordance with the terms, provisions and requirements of the foregoing, the following lump sums and unit prices are tendered as an offer to perform the Work and furnish the labor, tools, equipment, materials, appurtenances, incidentals, and guarantees, where required, complete in place, in good working order.

As a guarantee of good faith and as required by law, a Bid Deposit in the form of a certified check, cashier's check, postal money order or surety bond made payable to the order of Public Utility District No. 1 of Skagit County ("District") is attached hereto. The undersigned understands and hereby agrees that, should this offer be accepted and the undersigned fail or refuse to enter into a Contract, furnish the required Payment and Performance Bond and required liability insurance, the undersigned shall forfeit to Skagit PUD an amount equal to five percent (5%) of the amount Bid as liquidated damages, all as provided for in this Invitation for Bids.

The undersigned hereby proposes to undertake and complete the work embraced in this improvement, in accordance with the terms of the Specifications and Contract Documents, at the following lump sum and unit prices:

**GILLIGAN CREEK ROAD SLIDE REPAIR PROJECT**

**BID SCHEDULE**

<b>Item No.</b>	<b>Bid Schedule Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization	1	LS		
2	Gabion Basket	79	CY		
3	Anchors – 25 foot	7	EA		
4	Anchors – 20 foot	7	EA		
5	Anchors – 15 foot	7	EA		
6	Tecco Mesh	600	SF		
7	Permeable Ballast	100	CY		
8	TESC	1	LS		
9	Clearing and Grubbing	1	LS		
10	Rock Excavation	1	LS		
11	Ships Ladder	1	LS		
12	Remove Existing Ships Ladder	1	LS		
13	Finish Grading	1	LS		
14	Road Excavation		FA	\$20,000.00	\$20,000.00

**Sub-Total Base Bid** \$ \_\_\_\_\_

**Sales Tax (8.6%)** \$ \_\_\_\_\_

**Total Bid Amount** \$ \_\_\_\_\_

**DOLLARS**

Total Bid Amount (written in words)

**PROPOSAL SIGNATURE, ADDENDUM ACKNOWLEDGMENT AND NON-COLLUSION DECLARATION**

Receipt is hereby acknowledged of Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

NOTE: Proposal must be signed

Signature \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Washington State Contractor's License Number

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

**STATEMENT OF BIDDER'S QUALIFICATIONS**

**COMPARABLE CONTRACT HISTORY**

The following is a partial list of the last five jobs our organization completed which are similar in character to this project:

Year	Project Name	Pipe Diameter	Feet	Owner Rep.	Phone No.

Name of Company: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License Number

## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date August 4, 2022, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

---

Bidder

---

Signature of Authorized Official\*

---

Printed Name

---

Title

---

Date

---

City

---

State

*Check One:*

Individual  Partnership  Joint Venture  Corporation

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

---

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

---

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

# **AGREEMENT**

**CONTRACT NO. XXXX**

THIS CONTRACT is made and entered into by and between the PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY (Owner/Skagit PUD) and CONTRACTOR NAME (Contractor).

WITNESSETH:

WHEREAS, the Owner has caused the preparation of certain Contract Documents entitled (Gilligan Creek Road Slide Repair at Intake Project).

WHEREAS, the Owner has invited proposals, has received and analyzed said proposals, and has duly given notice of Acceptance of Proposal to the Contractor herein set forth and as stated more in detail in the Contract Documents which are defined in Section II General Conditions, all of which Contract Documents are made a part hereof and which constitute the whole Contract between the Owner and the Contractor.

NOW, THEREFORE, it is hereby agreed that:

1. The Contractor shall furnish the work, pay all costs, and perform all requirements of this Contract in the manner specified in the Contract Documents, and;
2. The Proposal calls for unit prices and lump sums in the Bid Schedule(s) set forth in (1) above. The Owner shall pay to the Contractor a corrected Total Contract Amount computed from the unit prices and lump sums in said Bid Schedule(s) set forth in the Contractor's Proposal and the actual quantities of units furnished. Based upon the lump sum and unit prices in said Bid Schedule(s) set forth in the Contractor's Proposal and upon the quantities estimated from the Contract Drawings for bidding purposes, the estimated Total Contract Amount is (spell out dollar amount/100) Dollars (capitalize each word of the dollar amount) (\$ insert numeric dollar amount); and
3. In Washington State the Owner is required to pay state or local sales or use taxes included in the Total Contract Amount and the Contractor is required to receive the said taxes for payment to the state, the amount payable to the Contractor by the Owner shall be the Total Contract Amount as above specified including the amount of the said taxes, and;
4. It is further agreed that the Contractor will start work within ten (10) Calendar days after the date specified in the Owner's Notice to Proceed and shall be substantially complete within 20 consecutive working days from the date of Notice to Proceed is issued, and;
5. In the event that the Contractor fails to substantially complete the Project by the date of substantial completion as specified above or as modified by Change Order, the Contractor shall be liable for liquidated damages of five hundred and 00/100 Dollars (\$500.00) per working days thereafter until the Owner determines the Project to be substantially complete, and;
6. The attached Indemnification Agreement is hereby made part of this Contract.



IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purposes be deemed an original hereof, have been duly executed by the parties hereto.

(CONTRACTOR name here)

PUBLIC UTILITY DISTRICT NO. 1  
OF SKAGIT COUNTY, WASHINGTON

By \_\_\_\_\_  
(Name, Title here)

By \_\_\_\_\_  
George Sidhu, P.E., General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

**INDEMNIFICATION AGREEMENT**

The Contractor agrees to defend, indemnify, and hold Skagit PUD harmless from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with work performed or to be performed under this Contract by the Contractor, its agents, employees, and subcontractors, even though such claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.

The Contractor's duty to indemnify Skagit PUD shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Skagit PUD or Skagit PUD's agents or employees. The Contractor's duty to indemnify Skagit PUD for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of Contractor, its agents, employees, or subcontractors and/or Skagit PUD or Skagit PUD's agents or employees, shall apply only to the extent of negligence of Contractor, its agents, employees, or subcontractors.

With respect to claims against Contractor by Skagit PUD pursuant to this Contract only, Contractor expressly waives any immunity that may be granted it under the Workers' Compensation, Industrial Insurance or like statutes and/or any administrative regulations issued pursuant thereto. This waiver does not include or extend to any claims by Contractor's employees directly against Contractor.

Further, Contractor's defense and indemnification obligations under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Workers' Compensation, Industrial Insurance or like statutes and/or any administrative regulations issued pursuant thereto.

Contractor's duty to indemnify Skagit PUD for liabilities or losses, other than for bodily injury to persons or damage to property caused by or resulting from negligence, shall apply only to the extent of the fault of Contractor, its agents, employees, or subcontractors, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by Contractor or its agents, employees, or subcontractors.

Contractor's duty to defend, indemnify and hold Skagit PUD harmless shall include, as to all claims, demands, losses and liabilities to which it applies, Skagit PUD's actual attorneys' fees and costs incurred in connection with defending such claim(s) including, without limitation, consultant and expert witness fees and expenses and personnel-related costs in addition to costs otherwise recoverable by statute or court rule.

**THE UNDERSIGNED HEREBY CERTIFY THAT THIS AGREEMENT WAS MUTUALLY NEGOTIATED.**

<p><b>(CONTRACTOR name here)</b></p> <p>By: _____  <b>(Name, Title here)</b></p> <p>Dated: _____</p>	<p>PUBLIC UTILITY DISTRICT NO. 1  OF SKAGIT COUNTY, WASHINGTON</p> <p>By: _____  George Sidhu, P.E., General Manager</p> <p>Dated: _____</p>
--	--

The Contractor shall cause each of its subcontractors (and suppliers to the extent any perform any work on the Project site) to execute an Indemnification Contract substantially in the form of the foregoing by which each such entity or person assumes to Skagit PUD all obligations Contractor assumes to Skagit PUD as set forth above.

**Certificate of Owner's Attorney**

I, the undersigned, **Peter Gilbert**, the duly authorized and acting legal representative of Public Utility District No. 1 of Skagit County, do hereby certify as follows

I have examined the attached contract(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

---

Peter Gilbert, Attorney

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

**PERFORMANCE AND PAYMENT BOND**

Bond No. \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that

Of \_\_\_\_\_  
Hereinafter called the Contractor (Principal), and \_\_\_\_\_

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ hereinafter called the Surety, and authorized to transact business within the State of Washington as Surety, are held and firmly bound unto Public Utility District No. 1 of Skagit County, Washington as Owner (Obligee), in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Contract hereto attached, with the Owner, dated \_\_\_\_\_, 20\_\_\_\_\_.

For: \_\_\_\_\_

IN WITNESS: NOW THEREFORE, if Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract for the duration thereof, including the one-year warranty period, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, at the time and in the manner therein specified and shall pay all laborers, mechanics, subcontractors or lower tier subcontractors, and material persons, and all persons who shall supply such person or persons, or subcontractors or lower tier subcontractors, with provisions and supplies for the carrying on of such work, on his or their part, and shall indemnify and save harmless Owner, its officers and agents, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

And Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of Contract or to the work to be performed thereunder or the plans or specifications accompanying the same shall in any way affect its obligation of this Bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract, the plans or the specifications.

Surety hereby agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Contractor shall automatically increase the obligation of the Surety on this Bond in a like amount.

The Surety expressly acknowledges that it shall be liable, under this Bond, for any liquidated damages assessed against the Contractor in accordance with the provisions of the Contract.

Any claim(s) relating to or against this Bond shall be subject to and decided by arbitration in accordance with the provisions of the Revised Code of Washington Chapter 7.04.

Any dispute relating to the performance or enforcement of the provisions of this Bond shall be governed by Washington State Law. Jurisdiction and venue shall be Skagit County Courts. If non-binding arbitration or mediation is conducted involving the Owner, the Contractor, the Surety, or any other party concerning or in any way relating the work required or alleged to be required by the Contract, the Contractor and Surety expressly consent to a consolidated or joint arbitration if and as called for by the Owner. The prevailing party in each such litigation shall be entitled to recover its attorneys' fees, in addition to any other relief granted.

IN WITNESS WHEREOF, the Contractor and the Surety have caused this bond and two (2) counterparts thereof to be signed and sealed by their duly authorized officers.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Attorney-In-Fact

Title \_\_\_\_\_

Corporate Seal

Corporate Seal

Address of local office and agent of Surety  
Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_, Owner \_\_\_\_\_, 20\_\_\_\_

This Bond is executed in pursuance of Chapter 39.08, Revised Code of Washington.

NOTE: The Surety named on this Bond shall be one which is licensed to conduct business in the state where the project is located, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act for the Surety at the time of the signing of this Bond.

Corporate Seal:

CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within Bond; that \_\_\_\_\_ who signed the said Bond on behalf of the Principal, was \_\_\_\_\_ of said Corporation; that I know his signature thereto is genuine, and that said Bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its government body.

\_\_\_\_\_  
Secretary or Assistant Secretary

A copy of this bond shall be filed with the County Auditor.

**ATTACH POWER OF ATTORNEY**

# **GENERAL CONDITIONS**

## **GENERAL CONDITIONS**

### **NOTICE OF DISCLAIMER**

TAKE NOTICE, that the General Conditions are the 2022 Edition of the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction.

TAKE NOTICE, that these General Conditions have been materially amended by certain additions, deletions or other modifications to meet the needs of the Public Utility District No.1 of Skagit County. These amendments are contained in the Supplementary General Conditions.

**END OF SECTION**



**SUPPLEMENTARY GENERAL  
CONDITIONS**

## SUPPLEMENTARY GENERAL CONDITIONS

The following provisions of the Washington State 2021 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT) Division 1 General Requirements is hereby amended, changed, or supplemented and superseded as follows. All other provisions which are not amended, changed, or supplemented remain in full force.

1	Order of Precedence	
2	Section 1-01.3	Definitions
3	Section 1-03	Award and Execution of Contract
3.1	Section 1-03.4	Contract Bond
3.2	Section 1-03.8	Award and Execution of Contract
4	Section 1-05	Control of Work
4.1	Section 1.05.0	General
4.2	Section 1-05.4	Conformance With and Deviations from Plans and Stakes
4.3	Section 1-05.10	Guarantees
5	Section 1-07	Legal Relations and Responsibilities to the Public
5.1	Section 1-07.1(1)	Laws to be Observed
5.2	Section 1-07.6	Permits and Licenses
5.3	Section 1-07.9	Wages
5.4	Section 1-07.18(1)	Public Liability and Property Damage Insurance
5.5	Section 1-07.26	Personal Liability of Public Officers
6	Section 1-08	Prosecution and Progress
6.1	Section 1-08.5	Time for Completion (Contract Time)
6.2	Section 1.08.9	Liquidated Damages
6.3	Section 1.08.10(2)	Termination for Public Convenience
7	Section 1-09	Measurement and Payment
7.1	Section 1-09.4	Equitable Adjustment
7.2	Section 1-09.6	Force Account
7.3	Section 1-09.11(3)	Time Limitations and Jurisdiction
7.4	Section 1-09.13(3)	Claims Resolution
7.5	Section 1-09.14	Claims Against Contractor's Retainage and/or Public Contract Bond
8	Section 1-10	Temporary Traffic Control
8.1	Section 1-10.2(2)	Traffic Control Plans

**1 ORDER OF PRECEDENCE. THE ORDER OF PRECEDENCE OF THE CONDITIONS OF THE CONTRACT ARE AS LISTED BELOW, FIRST IS THE HIGHEST AND LAST IS THE LOWEST:**

Addenda  
Bid Forms  
Drawings  
Sheet Specifications (Drawings sheets 12 and 13 of 13)  
Supplementary General Conditions  
Division 1 General Requirements (WSDOT) 2022 Edition

**2 SECTION 1-01.3 DEFINITIONS IS SUPPLEMENTED BY ADDING THE FOLLOWING DEFINITIONS:**

Whenever these words are used in the Contract Documents, they shall have the following meanings:

"COMMISSION": Redefined to mean the three elected Commissioners of the District; substitute for "Commission" and "Washington State Transportation Commission" whenever cited.

"CONTRACTING AGENCY", "DISTRICT" or "OWNER": Public Utility District No. 1 of Skagit, Washington; substitute for "State," "Department," and "Department of Transportation" whenever cited.

"GENERAL MANAGER": The person appointed by the Commission per RCW 54.16.100 as the chief administrative officer of the District; substitute for "Secretary" and "Secretary of Transportation" whenever cited.

"ENGINEER": Public Utility District No. 1 of Skagit County and its sub consultants.

"STANDARD PLANS": Redefined to refer to the Standard Detail Sheets included with the Plans and Specifications as well as the WSDOT Standard Plans. The requirements of the Standard Detail Sheets shall be controlling in the case of any discrepancy between the Standard Details and the WSDOT Standard Plans.

**3 SECTION 1-03 AWARD AND EXECUTION OF CONTRACT IS SUPPLEMENTED BY ADDING THE FOLLOWING:**

**3.1 Add the following to Section 1-03.4, Contract Bond:**

Upon substantial completion of the Project, the Contractor shall provide a Utility Maintenance Bond for 25% of the Total Contract Amount on the form specified by the District that warrants all equipment, materials, and labor it furnishes or performs under the

Agreement against defects in design, materials, and workmanship for one (1) year after final acceptance as described in Section 1-05.10.

**3.2 Add the following new Section 1-03.8 Award and Execution of Contract:**

1-03.8 Award and Execution of Contract.

1-03.8(1) The Contract for the Project shall be awarded to the responsible Bidder submitting the lowest responsive Bid. The lowest responsive Bid shall be determined by the total of the amount of the base Bid and the amount(s) Bid for any alternate(s) which the Owner, in its discretion, elects to include in the Contract.

**4 SECTION 1-05 CONTROL OF WORK IS REVISED AS FOLLOWS:**

**4.1 Insert the following new Section 1-05.0 General:**

1-05.0 General

Where the Specifications, the Owner's instructions, laws, ordinances, or any government authority require any work to be specially tested, or inspected, the Contractor shall give the Owner timely notice that such test of completed work is ready for inspection. If the inspection is by another authority than the Owner, the Contractor shall give the Owner timely notice of the date fixed for such inspection. Required certificates of inspection by other authority than the Owner shall be secured by the Contractor.

**4.2 Revise Section 1-05.4, Conformance With And Deviation From Plans And Stakes, as follows:**

Delete the word "Engineer" and replace with "Contractor" throughout this section with reference to setting stakes, marks, lines, etc. for the layout and prosecution of the Work. All surveying and layout required for this Project shall be performed by the Contractor. The Engineer retains final authority for determination of conformity of the Work and shall be notified immediately of any errors found to cause deviations in the Work.

**4.3 Delete Section 1-05.10, Guarantees, and replace with the following:**

1-05.10 Guarantees

The Contractor shall furnish to the Contracting Agency any guarantee or warranty furnished as a normal trade practice in connection with the purchase of any equipment, materials, or items used in the construction of the project.

The Contractor shall be responsible for correcting all defects in workmanship and materials incurred within one year (365 days) after the date of final acceptance of the project. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected Work for one year after

acceptance of the correction by the Owner. The Contractor shall commence remedying such defects within seven (7) days of receipt of notice of discovery thereof from the Owner 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 Owner, in which case the cost shall be borne by the Contractor. In the event the Contractor does not complete corrections within a reasonable time, the Work shall be otherwise accomplished and the cost of same shall be paid by the Contractor.

The Contractor shall be liable for any costs, losses, expenses, or damages, including consequential damages, suffered by the Owner resulting from defects in the Contractor's Work including but not limited to costs, labor, materials, equipment and administration incurred by Owner in making emergency repairs of such defective Work and associated costs of engineering, inspection, and supervision by the Owner or Engineer. The Contractor shall defend, indemnify and hold the Owner harmless from any and all claims which may be made against the Owner as a result of Contractor's defective Work.

**5 SECTION 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC IS SUPPLEMENTED BY ADDING THE FOLLOWING:**

**5.1 Add the following Section 1-07.1(1) Owner Safe Access:**

**1-07.1(1) Owner Safe Access.**

The Contractor shall provide safe access for the Owner and its inspectors to adequately inspect the quality of work and the conformance with Contract Documents. The Contractor shall provide adequate lighting, ventilation, ladders, and other protective facilities as may be necessary for the safe performance of inspections.

**5.2 Add the following to Section 1-07.6, Permits And Licenses:**

The Contractor shall comply with all requirements of all permits provided by the Owner for this project.

**5.3 Add the following to Section 1-07.9, Wages, 1-07.9(1), General**

The Current Washington State Department of Labor and Industries prevailing wage rates are available at:

<https://secure.lni.wa.gov/wagelookup/>

Wage rates applicable for this project are those for Skagit County with an effective date of this Contract Bid Date.

**5.4 Revise Section 1-07.18, Public Liability and Property Damage Insurance as follows:**

All reference to the State or Department of Transportation shall be supplanted with Public Utility District No. 1 of Skagit County.

**5.5 Revise Section 1-07.26, Personal Liability of Public Officers, as follows:**

Neither the Owner nor any elected official, officer, or its employees shall be personally liable for any acts or failure to act in connection with the Contract, it being understood that in such manners, they are acting solely as agents of the Owner.

No right of action shall accrue upon or by reason of this Contract to or for the use or benefit of anyone other than the parties to this Contract. The parties to this Contract are the Contractor and the Owner.

**6 SECTION 1-08, PROSECUTION AND PROGRESS, IS REVISED AS FOLLOWS:**

**6.1 Supplement Section 1-08.5, Time For Completion (Contract Time), with the following:**

Contractor shall complete all work associated with the Bid Schedule within 20 consecutive Working Days after the issuance of the Notice to Proceed.

**6.2 Section 1-08.9, Liquidated Damages replaced numbered paragraphs 1 and 2 with the following:**

1. To pay liquidated damages for each working day beyond the number of days established for substantial completion, to authorize the Owner to deduct these liquidated damages from any money due or coming due to the Contractor.

**6.3 Revise Section 1-08.10(2), Termination For Public Convenience, as follows:**

Substitute "Resolution" for "Executive Order", substitute "Commission" for "President", and delete "or Governor".

**7 SECTION 1-09, MEASUREMENT AND PAYMENT, IS REVISED AS FOLLOWS:**

**7.1 Supplement Section 1-09.4, Equitable Adjustment, with the following:**

All bilateral agreements shall constitute a full accord and satisfaction and represent payment in full as to adjustments in both Contract price and time of completion for all costs, whether direct or indirect, arising out of, or incidental to, or otherwise attributable to, the changed work including any and all delays and impacts resulting from the change to the contract. Acceptance of payment by Contractor pursuant to such bilateral agreement shall constitute a waiver of any and all claims, known or unknown, arising out of, or incidental to, or otherwise attributable to the changed work.

**7.2 Revise Section 1-09.6, Force Account, as follows:**

Revise Item No. 1 as follows: Substitute “21 Percent” for “29 percent” for Contractor’s allowance for overhead and profit.

**7.3 Revise Section 1-09.11(3), TIME LIMITATIONS AND JURISDICTION**

Revise as follows: Substitute Public Utility District No.1 of Skagit County for State of Washington (six times). Substitute Superior Court of Skagit County for Superior Court of Thurston County.

**7.4 Replace Sections 1-09.13(3), (3)A, (3)B and (4), Claims Resolution, with the following:**

**CLAIMS 1-09.13(3)**

The Contractor and Contracting agency mutually agree that claims submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR process, shall be resolved by litigation unless the Contracting agency elects to resolve the claim through binding arbitration.

**Venue.** The venue of any Dispute Resolution Proceedings between the parties to this Agreement shall be Mount Vernon, Washington unless otherwise mutually agreed in writing.

**Injunctive Proceedings.** Notwithstanding any other provisions of these Dispute Resolution Procedures, any Disputes otherwise subject to submission to these Dispute Resolution Procedures may instead be first submitted, by any party having a legal interest therein, to the jurisdiction of the Superior Court for Skagit County, State of Washington, if and only to the extent necessary to secure injunctive relief reasonably necessary under the circumstances.

**7.5 Add the following new Section 1-09.14 Claims Against Contractor's Retainage and/or Public Contract Bond:**

**1-09.14 Claims Against Contractor's Retainage and/or Public Contract Bond**

The Contractor shall be liable for all costs incurred by the Owner, including, but not limited to, legal fees, salary/wage costs of Owner's employees and litigation costs (whether or not recoverable by statute or court rule) arising out of claims against the retainage or the Contractor's Public Contract Bond. Owner may deduct any such costs from funds otherwise due the Contractor, including the retention, by unilateral Change Order.

**8 SECTION 1-10, TEMPORARY TRAFFIC CONTROL, IS REVISED AS FOLLOWS:**

**8.1 Revise Section 1-10.2(2), Traffic Control Plans, as follows:**

Delete the first sentence of Section 1-10.2(2) and replace with the following:  
The District is providing an approved traffic control plan for the project that the Contractor will implement to handle traffic safety during construction.

END OF SECTION





1415 Freeway Drive  
Mount Vernon, WA 98273-1436

tel: (360) 424-7104

www.SkagitPUD.org

*"Owned by the people we serve."*

## **Contractor Inadvertent Discovery Plan**

### **I. Protocol**

In the event that human remains and/or cultural or archaeological resources (see section II below) are encountered during the course of project construction, the following actions shall be taken:

- A. The contractor shall immediately stop work at and adjacent to the site of discovery, call back all haul trucks in transit containing loads of site soils, move any land-altering equipment to a reasonable distance from the discovery, completely secure the site, and contact Skagit PUD.
- B. If the discovery consists of cultural or archaeological items that do not include human remains, Skagit PUD shall notify the following parties:
  - 1) A professional archaeologist
  - 2) The Department of Archaeology and Historic Preservation (DAHP) (Rob Whitlam 360-890-2615)
  - 3) Swinomish Indian Tribal Community (Josephine Jefferson, 360-466-7352)
  - 4) Upper Skagit Tribe (Scott Schuyler, 360-982-8218)
  - 5) Samish Indian Nation (Jackie Ferry, 360-726-3399)
  - 6) Stillaguamish Tribe (Kerry Lyste, 360-657-3687 ext. 14)

If the discovery consists of human remains, the District shall immediately contact the following parties:

- 1) The Skagit County Sheriff's Department (non-emergency line: 360-416-1911) and the Skagit County Coroner, (Hayley L. Thompson 360-416-1996) to determine if the remains are forensic in nature.
  - 2) If the remains are not forensic in nature, Skagit PUD shall contact DAHP (Rob Whitlam 360-890-2615 and Lance Wollwage 360-890-2616); who will take the lead on determining the appropriate method of treatment for the remains and will consult with the affected tribes.
- C. Skagit PUD shall issue a written order to the contractor to cease all construction operations at the location of the potential cultural resources find. The order shall contain the following:

- 1) A clear description of the work to be suspended.
- 2) Any instructions regarding issuance of further orders by the contractor for material services.
- 3) Guidance as to action to be taken on the subcontracts.
- 4) Any suggestions to the contractor as to minimization of its costs.
- 5) Estimated duration of the temporary suspension.

The work suspension order shall be effective until such time as a qualified archaeologist can be called by Skagit PUD to assess the significance of the potential cultural resources and make recommendations to the State Historical Preservation Officer. If the archaeologist, in consultation with the State Historic Preservation Officer, determines that the potential find is a significant cultural resource, Skagit PUD shall extend the duration of the work suspension order, in writing, and the contractor shall suspend work at the location of the find.

## **II. Protected Cultural or Archaeological Resources**

Cultural material that may be protected by law could include but is not limited to:

- Buried layers of black soil with layers of shell, charcoal, and fish and/or mammal bones.
- Buried cobbles that may indicate a hearth feature;
- Non-natural sediment or stone deposits that may be related to activity areas of people;
- Stone, bone, shell, horn, or antler tools that may include projectile points, scrapers, cutting tools, wood working wedges or axes, and grinding stones;
- Stone tools or stone flakes;
- Perennially damp areas may have preservation conditions that allow for remnants of wood and other plant fibers; in these locations there may be remains including fragments of basketry, weaving, wood tools, or carved pieces; and
- Human remains.