



## ISLANDWIDE CHIP SEALING PROJECT

### Addendum No. 1 July 2, 2013

Date of Addendum Issue: July 2, 2013  
 Sealed Bids Due: Tuesday, July 9, 2013, 9:30 a.m.  
 Bid Opening: Tuesday, July 9, 2013, 9:45 a.m.

#### NOTICE TO ALL PLAN HOLDERS

This Addendum No. 1, containing the following revisions, additions, deletions, and/or clarifications, is hereby made a part of the Plans and Contract Provisions (Contract Documents) for the above-named project. Bidders shall take this Addendum into consideration when preparing and submitting their bids.

Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 in the space provided on the Signature Page of the Proposal/Bid Form. Failure to provide written acknowledgement may result in disqualification of the Bidders submittal.

Item No.	Page/ Drawing	Location or Description of Change
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#### PROPOSAL FORMS

1.001	Replace	Replace the Proposal Bond with the Local Agency Proposal Bond WSDOT form 272-001A.
1.002	Replace	Replace the Contract Bond with the Local Agency Performance Bond 272-002A and the Local Agency Payment Bond form 272-003A
1.003	Remove	Remove "Bidder's Checklist" pages 13 - 14

#### CONTRACT FORMS

1.003	Remove	Delete the Declaration of Option for Management of Statutory Retained Percentage.
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**SPECIAL PROVISIONS**

1.004	New	<b>Add General Special Provision 1-02.6 “No subcontractors List Required”</b>
1.005	New	<b>Add General Special Provision 1-03.4 “Contract Bond”</b>
1.006	New	<b>Add General Special Provision 1-07.2 “State Taxes”</b>
1.007	New	<b>Add General Special Provision 1-08.1 “Subcontracting”</b>
1.008	New	<b>Add General Special Provision 1-08.1(1) “Subcontract Work Completion and Return and Prompt Pay of Retainage”</b>
1.009	Remove	<b>Delete Page 44 line 46 through page 45 line 23.</b>

End Addendum No. 1

Signed:

  
K. Chris Hammer, P.E. – Engineering Manager      7.2.2013      Date

# Local Agency Proposal Bond

KNOW ALL MEN BY THESE PRESENTS, That we,

of \_\_\_\_\_ as principal, and the

a corporation duly organized under the laws of the state of \_\_\_\_\_, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the State of Washington in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the \_\_\_\_\_ within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

(Principal)

\_\_\_\_\_

(Surety)

\_\_\_\_\_

(Attorney-in-fact)

# Local Agency Performance Bond - Highway Construction

## PERFORMANCE BOND

to [City of \_\_\_\_\_ or \_\_\_\_\_ County], WA

Bond No. \_\_\_\_\_

The [City of \_\_\_\_\_ or \_\_\_\_\_ County], Washington ([City or County]) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as \_\_\_\_\_, Project No. \_\_\_\_\_, in [location], Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation, organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the [City or County], in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Principal Signature Date

\_\_\_\_\_  
Surety Signature Date

\_\_\_\_\_  
Printed Name Date

\_\_\_\_\_  
Printed Name Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

\_\_\_\_\_  
[City or County] Attorney, [City of \_\_\_\_\_ or \_\_\_\_\_ County] Date

# Local Agency Payment Bond - Highway Construction

## PUBLIC WORKS PAYMENT BOND

to [City of \_\_\_\_\_ or \_\_\_\_\_ County], WA

Bond No. \_\_\_\_\_

The [City of \_\_\_\_\_ or \_\_\_\_\_ County], Washington ([City or County]) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as \_\_\_\_\_, Project No. \_\_\_\_\_, in [location], Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the [City or County], in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL

SURETY

\_\_\_\_\_  
Principal Signature Date

\_\_\_\_\_  
Surety Signature Date

\_\_\_\_\_  
Printed Name Date

\_\_\_\_\_  
Printed Name Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

\_\_\_\_\_  
[City or County] Attorney, [City of \_\_\_\_\_ or \_\_\_\_\_ County] Date

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

(August 2, 2004)

The fifth and sixth paragraphs of Section 1-02.6 are deleted.  
Subcontractor list not required with bid  
Use in all projects with estimated cost of \$1,000,000 or less.

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

Section 1-03.4 is supplemented with the following:

(June 27, 2011)

Release of Contract Bond will be 60 days following Contracting Agency Final 2 Acceptance of Contract, provided following conditions are met:

1. Payment to the State with respect to taxes imposed pursuant to Title 82, RCW on Contracts totaling more than \$ 35,000, a release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries (per Section 1-07.10) shows the Contractor, Subcontractor(s) and any lower tier Subcontractor(s) are current with payments of industrial insurance and medical aid premiums.
5. All claims, as provided by law, filed against the Contract Bond have been resolved.

**1-07.2 State Taxes**

The third paragraph of Section 1-07.2 is revised to read:

(June 27, 2011)

The Contracting Agency will release the Contract Bond only if the Contractor has obtained from the State Department of Revenue a certificate showing that all Contract related taxes have been paid.

## 1-08.1 Subcontracting

(October 12, 1998)

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision **Federal Agency Inspection**.

A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004).

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all Subcontractors and lower tier Subcontractors shall be available and open to similar inspection or audit for the same time period.

## **1-08.1(1) Subcontract Completion and Return of Retainage Withheld**

(June 27, 2011)

The following procedures shall apply to all subcontracts entered into as a part of 2 this Contract:

### **Requirements**

1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.
2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing.
4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
  - a. Withholding of payments until the Prime Contractor or Subcontractor
  - b. Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation
  - c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
  - d. Other sanctions as provided by the subcontractor or by law under applicable prompt pay statutes.

### **Conditions**

This clause does not create a contractual relationship between the Contracting 36 Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting Agency and the Contractor.

### **Payment**

The Contractor will be solely responsible for any additional costs involved in paying retainage to the Subcontractors. Those costs shall be incidental to the respective Bid Items.