

Lewis County
Department of Public Works
Engineering Division

**CONTRACT
PROVISIONS AND PLANS
FOR CONSTRUCTION OF:**

***2017 COUNTYWIDE
BASE STABILIZATION PROJECT***

CRP 2177A; CMP 1703; CMP 1704

May, 2017

Lewis County Public Works
2025 NE Kresky Ave.
Chehalis, WA 98532-2626



BOARD OF COUNTY COMMISSIONERS

Edna J. Fund, District No. 1
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21

22

1 **INTRODUCTION**

2 The following Amendments and Special Provisions shall be used in conjunction with the 2016
3 Standard Specifications for Road, Bridge, and Municipal Construction.

4
5 **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

6
7 The following Amendments to the Standard Specifications are made a part of this contract and
8 supersede any conflicting provisions of the Standard Specifications. For informational purposes,
9 the date following each Amendment title indicates the implementation date of the Amendment or
10 the latest date of revision.

11
12 Each Amendment contains all current revisions to the applicable section of the Standard
13 Specifications and may include references which do not apply to this particular project.

14
15 **Section 1-01, Definitions and Terms**

16 August 1, 2016

17 **1-01.3 Definitions**

18 The following new term and definition is inserted after the eighth paragraph:

19
20 **Cold Weather Protection Period** – A period of time 7 days from the day of concrete
21 placement or the duration of the cure period, whichever is longer.

22
23 **Section 1-02, Bid Procedures and Conditions**

24 April 4, 2016

25 **1-02.4(1) General**

26 The first sentence of the last paragraph is revised to read:

27
28 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall
29 request the explanation or interpretation in writing by close of business on the Thursday
30 preceding the bid opening to allow a written reply to reach all prospective Bidders before the
31 submission of their Bids.

32
33 **1-02.9 Delivery of Proposal**

34 The last sentence of the third paragraph is revised to read:

35
36 The Contracting Agency will not open or consider any Proposal when the Proposal or Bid
37 deposit is received after the time specified for receipt of Proposals or received in a location
38 other than that specified for receipt of Proposals unless an emergency or unanticipated event
39 interrupts normal work processes of the Contracting Agency so that Proposals cannot be
40 received.

41
42 The following new paragraph is inserted before the last paragraph:

43
44 If an emergency or unanticipated event interrupts normal work processes of the Contracting
45 Agency so that Proposals cannot be received at the office designated for receipt of bids as
46 specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be
47 extended to the same time of day specified in the solicitation on the first work day on which the
48 normal work processes of the Contracting Agency resume.

49
50 **1-02.12 Public Opening of Proposals**

51 This section is supplemented with the following new paragraph:

1 If an emergency or unanticipated event interrupts normal work processes of the Contracting
2 Agency so that Proposals cannot be opened at the time indicated in the call for Bids the time
3 specified for opening of Proposals will be deemed to be extended to the same time of day on
4 the first work day on which the normal work processes of the Contracting Agency resume.

5 **Section 1-04, Scope of the Work**

7 January 3, 2017

8 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, 9 Specifications, and Addenda**

10 The following new paragraph is inserted before the second to last paragraph:

11
12 Whenever reference is made in these Specifications or the Special Provisions to codes, rules,
13 specifications, and standards, the reference shall be construed to mean the code, rule,
14 specification, or standard that is in effect on the Bid advertisement date, unless otherwise
15 stated or as required by law.

16 **1-04.3 Reference Information**

17 This section is supplemented with the following new sentence:

18
19 If a document that is provided as reference information contains material also included as a
20 part of the Contract, that portion of the document shall be considered a part of the Contract
21 and not as Reference Information.

22 **Section 1-06, Control of Material**

23
24
25 January 4, 2016

26 This section is supplemented with the following new section and subsections:

27 **1-06.6 Recycled Materials**

28 The Contractor shall make their best effort to utilize recycled materials in the construction of
29 the project; the use of recycled concrete aggregate as specified in Section 1-06.6(1)A is a
30 requirement of the Contract.

31
32 The Contractor shall submit a Recycled Material Utilization Plan as a Type 1 Working Drawing
33 within 30 calendar days after the Contract is executed. The plan shall provide the Contractor's
34 anticipated usage of recycled materials for meeting the requirements of these Specifications.
35 The quantity of recycled materials will be provided in tons and as a percentage of the Plan
36 quantity for each material listed in Section 9-03.21(1)E Table on Maximum Allowable Percent
37 (By Weight) of Recycled Material. When a Contract does not include Work that requires the
38 use of a material that is included in the requirements for using materials the Contractor may
39 state in their plan that no recycled materials are proposed for use.

40
41 Prior to Physical Completion the Contractor shall report the quantity of recycled materials that
42 were utilized in the construction of the project for each of the items listed in Section 9-03.21.
43 The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel
44 furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates
45 from concrete returned to the supplier). The Contractor's report shall be provided on DOT
46 Form 350-075 Recycled Materials Reporting.

47 **1-06.6(1) Recycling of Aggregate and Concrete Materials**

48 **1-06.6(1)A General**

49 The minimum quantity of recycled concrete aggregate shall be 25 percent of the total quantity
50 of aggregate that is incorporated into the Contract for those items listed in Section 9-03.21(1)E
51
52
53

1 Table on Maximum Allowable Percent (By Weight) of Recycled Material that allow the use of
2 recycled concrete aggregate. The percentage of recycled material incorporated into the project
3 for meeting the required percentage will be calculated in tons based on the quantity of
4 recycled concrete used on the entire Contract and not as individual items.

5
6 If the Contractor's total cost for Work with recycled concrete aggregate is greater than without
7 the Contractor may choose to not use recycled concrete aggregate. When the Contractor
8 does not meet the minimum requirement of 25 percent recycled concrete aggregate for the
9 Contract due to costs or any other reason the following shall be submitted:

- 10
11 1. A cost estimate for each material listed in Section 9-03.21(1)E that is utilized on the
12 Contract. The cost estimate shall include the following:
- 13 a. The estimated costs for the Work for each material with 25 percent recycled
14 concrete aggregate. The cost estimate shall include for each material a copy of
15 the price quote from the supplier with the lowest total cost for the Work.
 - 16 b. The estimated costs for the Work for each material without recycled concrete
17 aggregate.
- 18
19

20
21 The Contractor's cost estimates shall be submitted as an attachment to the Recycled
22 Materials Reporting form.

23 **Section 1-07, Legal Relations and Responsibilities to the Public**

24
25 January 3, 2017

26 **1-07.1 Laws to be Observed**

27 In the second to last sentence of the third paragraph, "WSDOT" is revised to read "Contracting
28 Agency".

29 **1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax**

30 The last three sentences of the first paragraph are deleted and replaced with the following new
31 sentence:

32
33
34 The Contractor (Prime or Subcontractor) shall include sales or use tax on the purchase or
35 rental of tools, machinery, equipment, or consumable supplies not integrated into the project,
36 in the unit bid prices.

37
38
39

1 **INTRODUCTION**

2
3 The following Special Provisions are made a part of this contract and supersede any conflicting
4 provisions of the 2016 Standard Specifications for Road, Bridge, and Municipal Construction, and
5 the foregoing Amendments to the Standard Specifications.

6
7 The said Standard Specifications and Amendments thereto, the WSDOT Standard Plans, and
8 WSDOT Construction Manual, together with the Special Provisions and the attached plans
9 hereinafter contained, covering all work specified under this contract are incorporated and hereby
10 made a part of this contract. The Special Provisions hereinafter contained shall supersede any
11 conflicting provisions of the Standard Specifications and Amendments thereto, the WSDOT
12 Standard Plans, and WSDOT Construction Manual.

13
14 Several types of Special Provisions are included in this contract; General, Region, Bridges and
15 Structures, and Project Specific. Special Provisions types are differentiated as follows:

16	(date)	General Special Provision
17	(*****)	Notes a revision to a General Special Provision
18		and also notes a Project Specific Special Provision.
19	(APWA GSP)	American Public Works Association General Special Provision
20		

21
22 **General Special Provisions** are similar to Standard Specifications in that they typically apply to
23 many projects, usually in more than one Region. Usually, the only difference from one project to
24 another is the inclusion of variable project data, inserted as a “fill-in”.

25
26 **Project Specific Special Provisions** normally appear only in the contract for which they were
27 developed.

28
29 The following paragraph pertaining to the Standard Specifications shall obtain and be made a part
30 of this contract:

31
32 Wherever the word “State” or “Contracting Agency” is used it shall mean Lewis County; that
33 wherever the words “Secretary (Secretary of Transportation)” are used they shall mean
34 Lewis County Engineer; that wherever the words “State Treasurer” are used they shall
35 mean Lewis County Treasurer; that wherever the words “State Auditor” are used they shall
36 mean Lewis County Auditor; that wherever the words “Motor Vehicle Fund” are used they
37 shall mean Lewis County Road Fund.

38 **SPECIAL PROVISIONS**

39 **DIVISION 1**
40 **GENERAL REQUIREMENTS**

41
42 **1-01, DESCRIPTION OF WORK**

43 (March 13, 1995)

44
45 This contract provides for the improvement of *** various roads in Lewis County by pulverization,
46 cement stabilization, *** and other work, all in accordance with these Contract Provisions, and the
47 Standard Specifications.

1 **1-01.3 Definitions**

2 (January 4, 2016 APWA GSP)

3
4 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them
5 with the following:

6
7 **Dates**

8 ***Bid Opening Date***

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

10 ***Award Date***

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

13 ***Contract Execution Date***

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

15 ***Notice to Proceed Date***

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

17 ***Substantial Completion Date***

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

23 ***Physical Completion Date***

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

27 ***Completion Date***

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

32 ***Final Acceptance Date***

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

34
35 Supplement this Section with the following:

36
37 All references in the Standard Specifications, Amendments, or WSDOT General Special
38 Provisions, to the terms "Department of Transportation", "Washington State Transportation
39 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and
40 "State Treasurer" shall be revised to read "Contracting Agency".

41
42 All references to the terms "State" or "state" shall be revised to read "Contracting Agency"
43 unless the reference is to an administrative agency of the State of Washington, a State statute
44 or regulation, or the context reasonably indicates otherwise.

45
46 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
47 designated location".

48
49 All references to "final contract voucher certification" shall be interpreted to mean the
50 Contracting Agency form(s) by which final payment is authorized, and final completion and
51 acceptance granted.

1
2 **Additive**

3 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,
4 which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.
5

6 **Alternate**

7 One of two or more units of work or groups of bid items, identified separately in the Bid
8 Proposal, from which the Contracting Agency may make a choice between different methods or
9 material of construction for performing the same work.
10

11 **Business Day**

12 A business day is any day from Monday through Friday except holidays as listed in Section 1-
13 08.5.
14

15 **Contract Bond**

16 The definition in the Standard Specifications for "Contract Bond" applies to whatever bond
17 form(s) are required by the Contract Documents, which may be a combination of a Payment
18 Bond and a Performance Bond.
19

20 **Contract Documents**

21 See definition for "Contract".
22

23 **Contract Time**

24 The period of time established by the terms and conditions of the Contract within which the
25 Work must be physically completed.
26

27 **Notice of Award**

28 The written notice from the Contracting Agency to the successful Bidder signifying the
29 Contracting Agency's acceptance of the Bid Proposal.
30

31 **Notice to Proceed**

32 The written notice from the Contracting Agency or Engineer to the Contractor authorizing and
33 directing the Contractor to proceed with the Work and establishing the date on which the
34 Contract time begins.
35

36 **Traffic**

37 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
38 equestrian traffic.
39

40 **1-02, BID PROCEDURES AND CONDITIONS**

41 **1-02.1 Prequalification of Bidders**

42 Delete this Section and replace it with the following:
43

44 **1-02.1 Qualifications of Bidder**

45 *(January 24, 2011 APWA GSP)*
46

47 Before award of a public works contract, a bidder must meet at least the minimum qualifications
48 of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a
49 public works project.
50

51 **1-02.2 Plans and Specifications**

52 *(*****)*

1 The first paragraph of section 1-02.2 is revised to read:

2
3 Copies of the plans, specifications and soils information are on file in the office of:

4
5 Lewis County Public Works Department
6 2025 NE Kresky Ave.
7 Chehalis, Washington 98532
8 (360) 740-2612
9

10 The second paragraph of section 1-02.2 is revised to read:

11
12 Prospective bidders may obtain plans and specifications from Lewis County Public
13 Works Department in Chehalis, Washington or download from Lewis County Website at
14 www.lewiscountywa.gov.
15

16 **1-02.6 Preparation Of Proposal**

17 (August 2, 2004)

18 The fifth and sixth paragraphs of Section 1-02.6 are deleted.

19 **1-02.12 Public Opening Of Proposal**

20
21 (*****)

22 Section 1-02.12 is supplemented with the following:

23 **Date and Time of Bid Opening**

24
25 The Board of County Commissioners of Lewis County or designee, will open sealed
26 proposals and publicly read them aloud on or after 11:00 a.m. on **May 30, 2017**, at the
27 Lewis County Courthouse, Chehalis, Washington, for the 2017 Countywide Base
28 Stabilization Project.
29

30 **SEALED BIDS MUST BE DELIVERED BY OR BEFORE** 31 **11:00 A.M. on Tuesday, May 30, 2017**

32
33 (Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County
34 Commissioners. **Bids submitted after 11:00 AM will not be considered for this project.**)
35

36 **Delivery and Marking of Sealed Bid Proposals**

37 Sealed proposals must be delivered to the Clerk of the Board of Lewis County
38 Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington
39 98532), by or before **11:00 A.M.** on the date specified for opening, and in an envelope
40 clearly marked: **"SEALED BID FOR THE 2017 COUNTYWIDE BASE STABILIZATION**
41 **PROJECT, TO BE OPENED ON OR AFTER 11:00 A.M. ON MAY 30, 2017."**
42

43 **1-02.13 Irregular Proposals**

44 (January 4, 2016 APWA GSP)

45 Delete this section and replace it with the following:

- 46
47
- 48 1. A proposal will be considered irregular and will be rejected if:
 - 49 a. The Bidder is not prequalified when so required;
 - 50 b. The authorized proposal form furnished by the Contracting Agency is not used or is
51 altered;
 - 52 c. The completed proposal form contains any unauthorized additions, deletions,
53 alternate Bids, or conditions;
 - 54 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter
55 into the Contract;

- e. A price per unit cannot be determined from the Bid Proposal;
- f. The Proposal form is not properly executed;
- g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
- h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
- i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
- j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
- k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- l. More than one proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:

- a. The Proposal does not include a unit price for every Bid item;
- b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
- c. Receipt of Addenda is not acknowledged;
- d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
- e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(March 8, 2013 APWA GSP, Option B)

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet the following Supplemental Criteria:

1. **Delinquent State Taxes**

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. Documentation: The Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website: <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are so listed, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

- 1
- 2 A Criterion: The Bidder shall not currently be debarred or suspended by the Federal
- 3 government.
- 4
- 5 B. Documentation: The Bidder shall not be listed as having an “active exclusion” on
- 6 the U.S. government’s “System for Award Management” database
- 7 (www.sam.gov).
- 8

9 **3. Subcontractor Responsibility**

- 10
- 11 A Criterion: The Bidder’s standard subcontract form shall include the subcontractor
- 12 responsibility language required by RCW 39.06.020, and the Bidder shall have an
- 13 established procedure which it utilizes to validate the responsibility of each of its
- 14 subcontractors. The Bidder’s subcontract form shall also include a requirement
- 15 that each of its subcontractors shall have and document a similar procedure to
- 16 determine whether the sub-tier subcontractors with whom it contracts are also
- 17 “responsible” subcontractors as defined by RCW 39.06.020.
- 18
- 19 B. Documentation: The Bidder, if and when required as detailed below, shall submit a
- 20 copy of its standard subcontract form for review by the Contracting Agency, and a
- 21 written description of its procedure for validating the responsibility of
- 22 subcontractors with which it contracts.
- 23

24 **4. Prevailing Wages**

- 25
- 26 A Criterion: The Bidder shall not have a record of prevailing wage violations as
- 27 determined by WA Labor & Industries in the five years prior to the bid submittal
- 28 date, that demonstrates a pattern of failing to pay workers prevailing wages,
- 29 unless there are extenuating circumstances and such circumstances are deemed
- 30 acceptable to the Contracting Agency.
- 31
- 32 B. Documentation: The Bidder, if and when required as detailed below, shall submit a
- 33 list of all prevailing wage violations in the five years prior to the bid submittal date,
- 34 along with an explanation of each violation and how it was resolved. The
- 35 Contracting Agency will evaluate these explanations and the resolution of each
- 36 complaint to determine whether the violation demonstrate a pattern of failing to
- 37 pay its workers prevailing wages as required.
- 38

39 **5. Claims Against Retainage and Bonds**

- 40
- 41 A Criterion: The Bidder shall not have a record of excessive claims filed against the
- 42 retainage or payment bonds for public works projects in the three years prior to
- 43 the bid submittal date, that demonstrate a lack of effective management by the
- 44 Bidder of making timely and appropriate payments to its subcontractors, suppliers,
- 45 and workers, unless there are extenuating circumstances and such circumstances
- 46 are deemed acceptable to the Contracting Agency.
- 47
- 48 B. Documentation: The Bidder, if and when required as detailed below, shall submit a
- 49 list of the public works projects completed in the three years prior to the bid
- 50 submittal date that have had claims against retainage and bonds and include for
- 51 each project the following information:
- 52

- 53 • Name of project

- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;
- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

6. **Public Bidding Crime**

- A. **Criterion:** The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

7. **Termination for Cause / Termination for Default**

- A. **Criterion:** The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances. .

8. **Lawsuits**

- A. **Criterion:** The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

As evidence that the Bidder meets the mandatory and supplemental responsibility criteria stated above, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets all of the mandatory and supplemental criteria together with supporting documentation including but not limited to that detailed above

1 (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all
2 mandatory and supplemental responsibility criteria. The Contracting Agency reserves the
3 right to request such documentation from other Bidders as well, and to request further
4 documentation as needed to assess Bidder responsibility. The Contracting Agency also
5 reserves the right to obtain information from third-parties and independent sources of
6 information concerning a Bidder's compliance with the mandatory and supplemental criteria,
7 and to use that information in their evaluation. The Contracting Agency may (but is not
8 required to) consider mitigating factors in determining whether the Bidder complies with the
9 requirements of the supplemental criteria.

10
11 The basis for evaluation of Bidder compliance with these mandatory and supplemental
12 criteria shall include any documents or facts obtained by Contracting Agency (whether from
13 the Bidder or third parties) including but not limited to: (i) financial, historical, or operational
14 data from the Bidder; (ii) information obtained directly by the Contracting Agency from others
15 for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any
16 additional information obtained by the Contracting Agency which is believed to be relevant to
17 the matter.

18
19 If the Contracting Agency determines the Bidder does not meet the bidder responsibility
20 criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify
21 the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this
22 determination, it may appeal the determination within two (2) business days of the
23 Contracting Agency's determination by presenting its appeal and any additional information to
24 the Contracting Agency. The Contracting Agency will consider the appeal and any additional
25 information before issuing its final determination. If the final determination affirms that the
26 Bidder is not responsible, the Contracting Agency will not execute a contract with any other
27 Bidder until at least two business days after the Bidder determined to be not responsible has
28 received the Contracting Agency's final determination.

29
30 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with
31 concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility
32 Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such
33 requests shall be in writing, describe the nature of the concerns, and propose specific
34 modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no
35 later than five (5) business days prior to the bid submittal deadline and address the request to
36 the Project Engineer or such other person designated by the Contracting Agency in the Bid
37 Documents.

38
39 **1-02.15 Pre Award Information**
40 *(August 14, 2013 APWA GSP)*

41
42 Revise this section to read:

43
44 Before awarding any contract, the Contracting Agency may require one or more of these items
45 or actions of the apparent lowest responsible bidder:

- 46 1. A complete statement of the origin, composition, and manufacture of any or all materials to
47 be used,
- 48 2. Samples of these materials for quality and fitness tests,
- 49 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and
50 time required for the various phases of the work,
- 51 4. A breakdown of costs assigned to any bid item,
- 52 5. Attendance at a conference with the Engineer or representatives of the Engineer,

6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03, AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(*****)

Section 1-03.1 is supplemented with the following:

Bidders are notified that all bids are likely to be rejected if the lowest responsive bid received exceeds the Engineer's estimate by an unreasonable amount. In the event all bids are rejected for this reason, this project may be deferred for re-advertising for bids until a more competitive situation exists.

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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

Within 15 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 5 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

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

1-05, CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work *(October 1, 2005 APWA GSP)*

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

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

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for

1 repair and replacement of work of others destroyed or damaged by correction, removal, or
2 replacement of the Contractor's unauthorized work.

3
4 No adjustment in contract time or compensation will be allowed because of the delay in the
5 performance of the work attributable to the exercise of the Contracting Agency's rights provided
6 by this Section.

7
8 The rights exercised under the provisions of this section shall not diminish the Contracting
9 Agency's right to pursue any other avenue for additional remedy or damages with respect to
10 the Contractor's failure to perform the work as required.

11 **1-05.13 Superintendents, Labor and Equipment of Contractor**

12 *(August 14, 2013 APWA GSP)*

13
14
15 Delete the sixth and seventh paragraphs of this section.

16 **1-05.15 Method of Serving Notices**

17 *(March 25, 2009 APWA GSP)*

18
19 Revise the second paragraph to read:

20
21 All correspondence from the Contractor shall be directed to the Project Engineer. All
22 correspondence from the Contractor constituting any notification, notice of protest, notice of
23 dispute, or other correspondence constituting notification required to be furnished under the
24 Contract, must be in paper format, hand delivered or sent via mail delivery service to the
25 Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of
26 correspondence will not constitute such notice and will not comply with the requirements of the
27 Contract.

28 29 **1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

30 31 **1-07.2 State Taxes**

32
33 Delete this section, including its sub-sections, in its entirety and replace it with the following:

34 35 **1-07.2 State Sales Tax**

36 *(June 27, 2011 APWA GSP)*

37
38 The Washington State Department of Revenue has issued special rules on the State sales tax.
39 Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should
40 contact the Washington State Department of Revenue for answers to questions in this area.
41 The Contracting Agency will not adjust its payment if the Contractor bases a bid on a
42 misunderstood tax liability.

43
44 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
45 amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2)
46 describes this exception.

47
48 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a
49 FHWA-funded Project) only if the Contractor has obtained from the Washington State
50 Department of Revenue a certificate showing that all contract-related taxes have been paid
51 (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor

1 any amount the Contractor may owe the Washington State Department of Revenue, whether
2 the amount owed relates to this contract or not. Any amount so deducted will be paid into the
3 proper State fund.

4
5 **1-07.2(1) State Sales Tax — Rule 171**

6
7 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads,
8 etc., which are owned by a municipal corporation, or political subdivision of the state, or by the
9 United States, and which are used primarily for foot or vehicular traffic. This includes storm or
10 combined sewer systems within and included as a part of the street or road drainage system
11 and power lines when such are part of the roadway lighting system. For work performed in
12 such cases, the Contractor shall include Washington State Retail Sales Taxes in the various
13 unit bid item prices, or other contract amounts, including those that the Contractor pays on the
14 purchase of the materials, equipment, or supplies used or consumed in doing the work.

15
16 **1-07.2(2) State Sales Tax — Rule 170**

17
18 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
19 existing buildings, or other structures, upon real property. This includes, but is not limited to,
20 the construction of streets, roads, highways, etc., owned by the state of Washington; water
21 mains and their appurtenances; sanitary sewers and sewage disposal systems unless such
22 sewers and disposal systems are within, and a part of, a street or road drainage system;
23 telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above
24 streets or roads, unless such power lines become a part of a street or road lighting system; and
25 installing or attaching of any article of tangible personal property in or to real property, whether
26 or not such personal property becomes a part of the realty by virtue of installation.

27
28 For work performed in such cases, the Contractor shall collect from the Contracting Agency,
29 retail sales tax on the full contract price. The Contracting Agency will automatically add this
30 sales tax to each payment to the Contractor. For this reason, the Contractor shall not include
31 the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule
32 170, with the following exception.

33
34 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a
35 subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable
36 supplies not integrated into the project. Such sales taxes shall be included in the unit bid item
37 prices or in any other contract amount.

38
39 **1-07.2(3) Services**

40
41 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract
42 wholly for professional or other services (as defined in Washington State Department of
43 Revenue Rules 138 and 244).

44
45 **1-07.7 Load Limits**

46 Section 1-07.7 is supplemented with the following:

47
48 (*****)

49 The Contractor shall provide a list of trucks and gross legal weights.

50
51 (*****)

52 If the sources of materials provided by the Contractor necessitate hauling over roads other
53 than County roads, the Contractor shall, at the Contractor's expense, make all arrangements
54 for the use of the haul routes including all necessary local permits.

1 **1-07.9 Wages**

2
3 **1-07.9(1) General**

4 (*****)

5 Section 1-07.9(1) is supplemented with the following:

6
7 The State rates incorporated in this contract are applicable to all construction activities
8 associated with this contract.

9
10 (April 2, 2007)

11 **Application of Wage Rates For The Occupation Of Landscape Construction**

12
13 State prevailing wage rates for public works contracts are included in this contract and show a
14 separate listing for the occupation:

15
16 Landscape Construction, which includes several different occupation descriptions such as:
17 Irrigation and Landscape Plumbers, Irrigation and Landscape Power Equipment Operators,
18 and Landscaping or Planting Laborers.

19
20 In addition, federal wage rates that are included in this contract may also include occupation
21 descriptions in Federal Occupational groups for work also specifically identified with landscaping
22 such as:

23
24 Laborers with the occupation description, Landscaping or Planting, or

25
26 Power Equipment Operators with the occupation description, Mulch Seeding Operator.

27
28 If Federal wage rates include one or more rates specified as applicable to landscaping work, then
29 Federal wage rates for all occupation descriptions, specific or general, must be considered and
30 compared with corresponding State wage rates. The higher wage rate, either State or Federal,
31 becomes the minimum wage rate for the work performed in that occupation.

32
33 Contractors are responsible for determining the appropriate crafts necessary to perform the
34 contract work. If a classification considered necessary for performance of the work is missing from
35 the Federal Wage Determination applicable to the contract, the Contractor shall initiate a request
36 for approval of a proposed wage and benefit rate. The Contractor shall prepare and submit
37 Standard Form 1444, Request for Authorization of Additional Classification and Wage Rate
38 available at <http://www.wdol.gov/docs/sf1444.pdf>, and submit the completed form to the Project
39 Engineer’s office. The presence of a classification wage on the Washington State Prevailing Wage
40 Rates For Public Works Contracts does not exempt the use of form 1444 for the purpose of
41 determining a federal classification wage rate.

42
43 (*****)

44 **Note: No landscape construction is anticipated in this contract. The above listed**
45 **occupation is provided as an example. It is the Contractor’s responsibility to determine the**
46 **appropriate crafts and wage rates necessary to perform the contract work.**

47
48 **1-07.11 Requirements For Nondiscrimination**

49
50 (August 5, 2013)

51 Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order
52 11246)

1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.
2. The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows:

Women - Statewide

<u>Timetable</u>	<u>Goal</u>
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Until further notice	6.9%
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Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:

SMSA Counties:

Spokane, WA	2.8
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WA Spokane.

Non-SMSA Counties	3.0
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WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln,

WA Pend Oreille; WA Stevens; WA Whitman.

Richland, WA

SMSA Counties:

Richland Kennewick, WA	5.4
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WA Benton; WA Franklin.

Non-SMSA Counties	3.6
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WA Walla Walla.

Yakima, WA:

SMSA Counties:

Yakima, WA	9.7
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WA Yakima.

Non-SMSA Counties	7.2
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WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.

Seattle, WA:

SMSA Counties:

Seattle Everett, WA	7.2
---------------------	-----

WA King; WA Snohomish.

Tacoma, WA	6.2
------------	-----

WA Pierce.

Non-SMSA Counties	6.1
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WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA

Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA

Whatcom.

1	Portland, OR:	
2	SMSA Counties:	
3	Portland, OR-WA	4.5
4	WA Clark.	
5	Non-SMSA Counties	3.8
6	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	

8 These goals are applicable to each nonexempt Contractor's total on-site construction
9 workforce, regardless of whether or not part of that workforce is performing work on a
10 Federal, or federally assisted project, contract, or subcontract until further notice.
11 Compliance with these goals and time tables is enforced by the Office of Federal Contract
12 compliance Programs.

14 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part
15 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific
16 affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a),
17 and its efforts to meet the goals. The hours of minority and female employment and
18 training must be substantially uniform throughout the length of the contract, in each
19 construction craft and in each trade, and the Contractor shall make a good faith effort to
20 employ minorities and women evenly on each of its projects. The transfer of minority or
21 female employees or trainees from Contractor to Contractor or from project to project for
22 the sole purpose of meeting the Contractor's goal shall be a violation of the contract, the
23 Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will
24 be measured against the total work hours performed.

- 26 3. The Contractor shall provide written notification to the Office of Federal Contract
27 Compliance Programs (OFCCP) within 10 working days of award of any construction
28 subcontract in excess of \$10,000 or more that are Federally funded, at any tier for
29 construction work under the contract resulting from this solicitation. The notification shall
30 list the name, address and telephone number of the Subcontractor; employer
31 identification number of the Subcontractor; estimated dollar amount of the subcontract;
32 estimated starting and completion dates of the subcontract; and the geographical area in
33 which the contract is to be performed. The notification shall be sent to:

35 U.S. Department of Labor
36 Office of Federal Contract Compliance Programs Pacific Region
37 Attn: Regional Director
38 San Francisco Federal Building
39 90 – 7th Street, Suite 18-300
40 San Francisco, CA 94103(415) 625-7800 Phone
41 (415) 625-7799 Fax

43 Additional information may be found at the U.S. Department of Labor website:
44 <http://www.dol.gov/ofccp/TAGuides/ctaguide.htm>

- 46 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered
47 Area is as designated herein.

49 Standard Federal Equal Employment Opportunity Construction Contract Specifications
50 (Executive Order 11246)

- 52 1. As used in these specifications:

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- a. Covered Area means the geographical area described in the solicitation from which this contract resulted;
- b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
- d. Minority includes:
 - (1) Black, a person having origins in any of the Black Racial Groups of Africa.
 - (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
 - (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.
 - (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in

1 geographical areas where they do not have a Federal or federally assisted construction
2 contract shall apply the minority and female goals established for the geographical area
3 where the work is being performed. The Contractor is expected to make substantially
4 uniform progress in meeting its goals in each craft during the period specified.
5

- 6 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union
7 with whom the Contractor has a collective bargaining agreement, to refer either minorities
8 or women shall excuse the Contractor's obligations under these specifications, Executive
9 Order 11246, or the regulations promulgated pursuant thereto.
10
- 11 6. In order for the nonworking training hours of apprentices and trainees to be counted in
12 meeting the goals, such apprentices and trainees must be employed by the Contractor
13 during the training period, and the Contractor must have made a commitment to employ
14 the apprentices and trainees at the completion of their training, subject to the availability
15 of employment opportunities. Trainees must be trained pursuant to training programs
16 approved by the U.S. Department of Labor.
17
- 18 7. The Contractor shall take specific affirmative actions to ensure equal employment
19 opportunity. The evaluation of the Contractor's compliance with these specifications shall
20 be based upon its effort to achieve maximum results from its action. The Contractor shall
21 document these efforts fully, and shall implement affirmative action steps at least as
22 extensive as the following:
23
- 24 a. Ensure and maintain a working environment free of harassment, intimidation,
25 and coercion at all sites, and in all facilities at which the Contractor's employees
26 are assigned to work. The Contractor, where possible, will assign two or more
27 women to each construction project. The Contractor shall specifically ensure
28 that all foremen, superintendents, and other on-site supervisory personnel are
29 aware of and carry out the Contractor's obligation to maintain such a working
30 environment, with specific attention to minority or female individuals working at
31 such sites or in such facilities.
32
 - 33 b. Establish and maintain a current list of minority and female recruitment sources,
34 provide written notification to minority and female recruitment sources and to
35 community organizations when the Contractor or its unions have employment
36 opportunities available, and maintain a record of the organizations' responses.
37
 - 38 c. Maintain a current file of the names, addresses and telephone numbers of each
39 minority and female off-the-street applicant and minority or female referral from a
40 union, a recruitment source or community organization and of what action was
41 taken with respect to each such individual. If such individual was sent to the
42 union hiring hall for referral and was not referred back to the Contractor by the
43 union or, if referred, not employed by the Contractor, this shall be documented in
44 the file with the reason therefor, along with whatever additional actions the
45 Contractor may have taken.
46
 - 47 d. Provide immediate written notification to the Director when the union or unions
48 with which the Contractor has a collective bargaining agreement has not referred
49 to the Contractor a minority person or woman sent by the Contractor, or when
50 the Contractor has other information that the union referral process has impeded
51 the Contractor's efforts to meet its obligations.
52

- 1 e. Develop on-the-job training opportunity and/or participate in training programs
2 for the area which expressly include minorities and women, including upgrading
3 programs and apprenticeship and trainee programs relevant to the Contractor's
4 employment needs, especially those programs funded or approved by the U.S.
5 Department of Labor. The Contractor shall provide notice of these programs to
6 the sources compiled under 7b above.
- 7
- 8 f. Disseminate the Contractor's EEO policy by providing notice of the policy to
9 unions and training programs and requesting their cooperation in assisting the
10 Contractor in meeting its EEO obligations; by including it in any policy manual
11 and collective bargaining agreement; by publicizing it in the company
12 newspaper, annual report, etc.; by specific review of the policy with all
13 management personnel and with all minority and female employees at least
14 once a year; and by posting the company EEO policy on bulletin boards
15 accessible to all employees at each location where construction work is
16 performed.
- 17
- 18 g. Review, at least annually, the company's EEO policy and affirmative action
19 obligations under these specifications with all employees having any
20 responsibility for hiring, assignment, layoff, termination or other employment
21 decisions including specific review of these items with on-site supervisory
22 personnel such as Superintendents, General Foremen, etc., prior to the initiation
23 of construction work at any job site. A written record shall be made and
24 maintained identifying the time and place of these meetings, persons attending,
25 subject matter discussed, and disposition of the subject matter.
- 26
- 27 h. Disseminate the Contractor's EEO policy externally by including it in any
28 advertising in the news media, specifically including minority and female news
29 media, and providing written notification to and discussing the Contractor's EEO
30 policy with other Contractors and Subcontractors with whom the Contractor does
31 or anticipates doing business.
- 32
- 33 i. Direct its recruitment efforts, both oral and written to minority, female and
34 community organizations, to schools with minority and female students and to
35 minority and female recruitment and training organizations serving the
36 Contractor's recruitment area and employment needs. Not later than one month
37 prior to the date for the acceptance of applications for apprenticeship or other
38 training by any recruitment source, the Contractor shall send written notification
39 to organizations such as the above, describing the openings, screening
40 procedures, and tests to be used in the selection process.
- 41
- 42 j. Encourage present minority and female employees to recruit other minority
43 persons and women and where reasonable, provide after school, summer and
44 vacation employment to minority and female youth both on the site and in other
45 areas of a Contractor's work force.
- 46
- 47 k. Validate all tests and other selection requirements where there is an obligation to
48 do so under 41 CFR Part 60-3.
- 49
- 50 l. Conduct, at least annually, an inventory and evaluation of all minority and female
51 personnel for promotional opportunities and encourage these employees to seek
52 or to prepare for, through appropriate training, etc., such opportunities.
- 53

- 1 m. Ensure that seniority practices, job classifications, work assignments and other
2 personnel practices, do not have a discriminatory effect by continually monitoring
3 all personnel and employment related activities to ensure that the EEO policy
4 and the Contractor's obligations under these specifications are being carried out.
5
6 n. Ensure that all facilities and company activities are nonsegregated except that
7 separate or single-user toilet and necessary changing facilities shall be provided
8 to assure privacy between the sexes.
9
10 o. Document and maintain a record of all solicitations of offers for subcontracts
11 from minority and female construction contractors and suppliers, including
12 circulation of solicitations to minority and female contractor associations and
13 other business associations.
14
15 p. Conduct a review, at least annually, of all supervisors' adherence to and
16 performance under the Contractor's EEO policies and affirmative action
17 obligations.
18
- 19 8. Contractors are encouraged to participate in voluntary associations which assist in
20 fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of
21 a contractor association, joint contractor-union, contractor-community, or other similar
22 group of which the Contractor is a member and participant, may be asserted as fulfilling
23 any one or more of the obligations under 7a through 7p of this Special Provision provided
24 that the Contractor actively participates in the group, makes every effort to assure that the
25 group has a positive impact on the employment of minorities and women in the industry,
26 ensure that the concrete benefits of the program are reflected in the Contractor's minority
27 and female work-force participation, makes a good faith effort to meet its individual goals
28 and timetables, and can provide access to documentation which demonstrate the
29 effectiveness of actions taken on behalf of the Contractor. The obligation to comply,
30 however, is the Contractor's and failure of such a group to fulfill an obligation shall not be
31 a defense for the Contractor's noncompliance.
32
- 33 9. A single goal for minorities and a separate single goal for women have been established.
34 The Contractor, however, is required to provide equal employment opportunity and to take
35 affirmative action for all minority groups, both male and female, and all women, both
36 minority and non-minority. Consequently, the Contractor may be in violation of the
37 Executive Order if a particular group is employed in substantially disparate manner (for
38 example, even though the Contractor has achieved its goals for women generally, the
39 Contractor may be in violation of the Executive Order if a specific minority group of
40 women is underutilized).
41
- 42 10. The Contractor shall not use the goals and timetables or affirmative action standards to
43 discriminate against any person because of race, color, religion, sex, or national origin.
44
- 45 11. The Contractor shall not enter into any subcontract with any person or firm debarred from
46 Government contracts pursuant to Executive Order 11246.
47
- 48 12. The Contractor shall carry out such sanctions and penalties for violation of these
49 specifications and of the Equal Opportunity Clause, including suspensions, terminations
50 and cancellations of existing subcontracts as may be imposed or ordered pursuant to
51 Executive Order 11246, as amended, and its implementing regulations by the Office of
52 Federal Contract Compliance Programs. Any Contractor who fails to carry out such

1 sanctions and penalties shall be in violation of these specifications and Executive Order
2 11246, as amended.

- 3
4 13. The Contractor, in fulfilling its obligations under these specifications, shall implement
5 specific affirmative action steps, at least as extensive as those standards prescribed in
6 paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to
7 ensure equal employment opportunity. If the Contractor fails to comply with the
8 requirements of the Executive Order, the implementing regulations, or these
9 specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 10
11 14. The Contractor shall designate a responsible official to monitor all employment related
12 activity to ensure that the company EEO policy is being carried out, to submit reports
13 relating to the provisions hereof as may be required by the government and to keep
14 records. Records shall at least include, for each employee, their name, address,
15 telephone numbers, construction trade, union affiliation if any, employee identification
16 number when assigned, social security number, race, sex, status (e.g., mechanic,
17 apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per
18 week in the indicated trade, rate of pay, and locations at which the work was performed.
19 Records shall be maintained in an easily understandable and retrievable form; however,
20 to the degree that existing records satisfy this requirement, the Contractors will not be
21 required to maintain separate records.
- 22
23 15. Nothing herein provided shall be construed as a limitation upon the application of other
24 laws which establish different standards of compliance or upon the application of
25 requirements for the hiring of local or other area residents (e.g., those under the Public
26 Works Employment Act of 1977 and the Community Development Block Grant Program).
- 27
28 16. Additional assistance for Federal Construction Contractors on contracts administered by
29 Washington State Department of Transportation or by Local Agencies may be found at:

30
31 Washington State Dept. of Transportation
32 Office of Equal Opportunity
33 PO Box 47314
34 310 Maple Park Ave. SE
35 Olympia WA
36 98504-7314
37 Ph: 360-705-7090
38 Fax: 360-705-6801
39 <http://www.wsdot.wa.gov/equalopportunity/default.htm>

40
41 **1-07.17, Utilities and Similar Facilities**
42 (April 2, 2007)

43
44 Section 1-07.17 is supplemented with the following:

45
46 Locations and dimensions shown in the Plans for existing facilities are in accordance with
47 available information obtained without uncovering, measuring, or other verification.

48
49 The following addresses and telephone numbers of utility companies known or suspected of
50 having facilities within the project limits are supplied for the Contractor's convenience:

51
52 **Lewis County P.U.D. No. 1**
53 **321 NW Pacific**

1 Chehalis, WA 98532
2 Telephone (360) 748-9261
3

4 TDS Telecom
5 PO Box 218
6 La Center, WA 98629
7 Telephone (360) 263-5969
8

9 Toledo Telephone Company, Inc.
10 PO Box 669
11 Toledo, WA. 98591
12 Telephone (360) 864-4552
13

14 The Contractor shall call the Underground locate service (800-424-5555) two to ten days prior to
15 construction. The Contractor shall notify the Utility Owner of any utilities that are within two feet of
16 the planned construction. The above list of Utility Owners may not be complete. As per RCW
17 19.122 it shall be the Contractors responsibility to contact the owners of utilities known or
18 suspected of having services close to the project site.
19

20 **1-07.18 Public Liability and Property Damage Insurance**

21 Delete this section in its entirety, and replace it with the following:
22

23 **1-07.18 Insurance** 24 *(January 4, 2016 APWA GSP)* 25

26 **1-07.18(1) General Requirements**

- 27
- 28 A. The Contractor shall procure and maintain the insurance described in all subsections of section
29 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less
30 than A-: VII and licensed to do business in the State of Washington. The Contracting Agency
31 reserves the right to approve or reject the insurance provided, based on the insurer's financial
32 condition.
33
- 34 B. The Contractor shall keep this insurance in force without interruption from the commencement
35 of the Contractor's Work through the term of the Contract and for thirty (30) days after the
36 Physical Completion date, unless otherwise indicated below.
37
- 38 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all
39 subsequent renewals, shall be no later than the effective date of this Contract. The policy shall
40 state that coverage is claims made, and state the retroactive date. Claims-made form
41 coverage shall be maintained by the Contractor for a minimum of 36 months following the
42 Completion Date or earlier termination of this Contract, and the Contractor shall annually
43 provide the Contracting Agency with proof of renewal. If renewal of the claims made form of
44 coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an
45 extended reporting period ("tail") or execute another form of guarantee acceptable to the
46 Contracting Agency to assure financial responsibility for liability for services performed.
47
- 48 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella
49 Liability insurance policies shall be primary and non-contributory insurance as respects the
50 Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance,
51 self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be
52 excess of the Contractor's insurance and shall not contribute with it.
53

- 1 E. The Contractor shall provide the Contracting Agency and all additional insureds with written
2 notice of any policy cancellation, within two business days of their receipt of such notice.
3
4 G. The Contractor shall not begin work under the Contract until the required insurance has been
5 obtained and approved by the Contracting Agency
6
7 H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a
8 material breach of contract, upon which the Contracting Agency may, after giving five business
9 days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at
10 its discretion, procure or renew such insurance and pay any and all premiums in connection
11 therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at
12 the sole discretion of the Contracting Agency, offset against funds due the Contractor from the
13 Contracting Agency.
14
15 I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the
16 Contract and no additional payment will be made.

17
18 **1-07.18(2) Additional Insured**

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

- 22 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
23

24 The above-listed entities shall be additional insured(s) for the full available limits of liability
25 maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are
26 greater than those required by this Contract, and irrespective of whether the Certificate of
27 Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those
28 maintained by the Contractor.
29

30 For Commercial General Liability insurance coverage, the required additional insured
31 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and
32 CG 20 37 10 01 for completed operations.
33

34 **1-07.18(3) Subcontractors**

35 The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that
36 complies with all applicable requirements of the Contractor-provided insurance as set forth herein,
37 except the Contractor shall have sole responsibility for determining the limits of coverage required
38 to be obtained by Subcontractors.
39

40 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2)
41 as additional insureds, and provide proof of such on the policies as required by that section as
42 detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing
43 operations and CG 20 37 10 01 for completed operations.
44

45 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency
46 evidence of insurance and copies of the additional insured endorsements of each Subcontractor of
47 every tier as required in 1-07.18(4) Verification of Coverage.
48

49 **1-07.18(4) Verification of Coverage**

50 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
51 endorsements for each policy of insurance meeting the requirements set forth herein when the
52 Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand
53 such verification of coverage with these insurance requirements or failure of Contracting Agency to

1 identify a deficiency from the insurance documentation provided shall not be construed as a waiver
2 of Contractor's obligation to maintain such insurance.

3
4 Verification of coverage shall include:

- 5 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 6 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
7 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a
8 copy of any blanket additional insured clause from its policies instead of a separate
9 endorsement.
- 10 3. Any other amendatory endorsements to show the coverage required herein.
- 11 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these
12 requirements – actual endorsements must be submitted.

13
14 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a
15 full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this
16 Project, a full and certified copy of that policy is required when the Contractor delivers the signed
17 Contract for the work.

18
19 **1-07.18(5) Coverages and Limits**

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

24
25 All deductibles and self-insured retentions must be disclosed and are subject to approval by the
26 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured
27 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a
28 liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured
29 retention shall be the responsibility of the Contractor.

30
31 **1-07.18(5)A Commercial General Liability**

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

37
38 The Commercial General Liability insurance shall be endorsed to provide a per project general
39 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

40
41 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's
42 completed operations for at least three years following Substantial Completion of the Work.

43
44 Such policy must provide the following minimum limits:

45	\$1,000,000	Each Occurrence
46	\$2,000,000	General Aggregate
47	\$2,000,000	Products & Completed Operations Aggregate
48	\$1,000,000	Personal & Advertising Injury each offence
49	\$1,000,000	Stop Gap / Employers' Liability each accident

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

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

5 Such policy must provide the following minimum limit:

6 \$1,000,000 Combined single limit each accident

7
8
9 **1-07.18(5)C Workers' Compensation**

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

12
13 **1-07.23, PUBLIC CONVENIENCE AND SAFETY**

14 **1-07.23(1) Construction Under Traffic**

15 Section 1-07.23(1) is supplemented with the following:

16 (January 2, 2012)

17 **Work Zone Clear Zone**

18 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours.
19 The WZCZ applies only to temporary roadside objects introduced by the Contractor's
20 operations and does not apply to preexisting conditions or permanent Work. Those
21 work operations that are actively in progress shall be in accordance with adopted and
22 approved Traffic Control Plans, and other contract requirements.

23 During nonworking hours equipment or materials shall not be within the WZCZ
24 unless they are protected by permanent guardrail or temporary concrete barrier. The
25 use of temporary concrete barrier shall be permitted only if the Engineer approves
26 the installation and location.

27 During actual hours of work, unless protected as described above, only materials
28 absolutely necessary to construction shall be within the WZCZ and only construction
29 vehicles absolutely necessary to construction shall be allowed within the WZCZ or
30 allowed to stop or park on the shoulder of the roadway.

31 The Contractor's nonessential vehicles and employees private vehicles shall not be
32 permitted to park within the WZCZ at any time unless protected as described above.

33 Deviation from the above requirements shall not occur unless the Contractor has
34 requested the deviation in writing and the Engineer has provided written approval.

35 Minimum WZCZ distances are measured from the edge of traveled way and will be
36 determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

37
38
39
40
41
42
43
44 * or 2-feet beyond the outside edge of sidewalk

1 **Minimum Work Zone Clear Zone Distance**

2
3 **1-08, PROSECUTION AND PROGRESS**

4
5 **1-08.0 Preliminary Matters**

6 (May 25, 2006 APWA GSP)

7
8 Add the following new section:

9
10 **1-08.0(1) Preconstruction Conference**

11 (October 10, 2008 APWA GSP)

12
13 Prior to the Contractor beginning the work, a preconstruction conference will be held between
14 the Contractor, the Engineer and such other interested parties as may be invited. The purpose
15 of the preconstruction conference will be:

- 16 1. To review the initial progress schedule;
- 17 2. To establish a working understanding among the various parties associated or affected by
18 the work;
- 19 3. To establish and review procedures for progress payment, notifications, approvals,
20 submittals, etc.;
- 21 4. To establish normal working hours for the work;
- 22 5. To review safety standards and traffic control; and
- 23 6. To discuss such other related items as may be pertinent to the work.

24
25 The Contractor shall prepare and submit at the preconstruction conference the following:

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

29
30 Add the following new section:

31
32 **1-08.0(2) Hours of Work**

33 (December 8, 2014 APWA GSP)

34
35 Except in the case of emergency or unless otherwise approved by the Engineer, the normal
36 working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and
37 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different
38 than the normal working hours stated above, the request must be submitted in writing prior to
39 the preconstruction conference, subject to the provisions below. The working hours for the
40 Contract shall be established at or prior to the preconstruction conference.

41
42 All working hours and days are also subject to local permit and ordinance conditions (such as
43 noise ordinances).

44
45 If the Contractor wishes to deviate from the established working hours, the Contractor shall
46 submit a written request to the Engineer for consideration. This request shall state what hours
47 are being requested, and why. Requests shall be submitted for review no later than 3 working
48 days prior to the day(s) the Contractor is requesting to change the hours.

49
50 If the Contracting Agency approves such a deviation, such approval may be subject to certain

1 other conditions, which will be detailed in writing. For example:

- 2 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting
3 Agency for the costs in excess of straight-time costs for Contracting Agency
4 representatives who worked during such times. (The Engineer may require designated
5 representatives to be present during the work. Representatives who may be deemed
6 necessary by the Engineer include, but are not limited to: survey crews; personnel from
7 the Contracting Agency's material testing lab; inspectors; and other Contracting Agency
8 employees or third party consultants when, in the opinion of the Engineer, such work
9 necessitates their presence.)
- 10 2. Considering the work performed on Saturdays, Sundays, and holidays as working days
11 with regard to the contract time.
- 12 3. Considering multiple work shifts as multiple working days with respect to contract time
13 even though the multiple shifts occur in a single 24-hour period.
- 14 4. If a 4-10 work schedule is requested and approved the non working day for the week
15 will be charged as a working day.
- 16 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and
17 recorded properly on certified payroll
18

19 **1-08.1 Subcontracting**

20 *(August 24, 2016 APWA GSP)*

21
22 Delete the eighth paragraph and replace it with the following:

23
24 On all projects funded with federal assistance the Contractor shall submit "Monthly Report of
25 Amounts Credited as DBE Participation" (form 422-103 EF) on a monthly basis, in which DBE
26 Work is accomplished, for every month in which the Contract is active or upon completion of
27 the project, as appropriate. The monthly reports are due on the 20th of the month following the
28 end of the previous month.

29
30 Section 1-08.1 is supplemented with the following:

31
32 (October 12, 1998)

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

39
40 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under
41 the contract until the following documents have been completed and submitted to the
42 Engineer:

- 43 1. Request to Sublet Work (Form 421-012), and
- 44 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-
45 aid Projects (Form 420-004).
46

47
48 The Contractor's records pertaining to the requirements of this Special Provision shall be open
49 to inspection or audit by representatives of the Contracting Agency during the life of the
50 contract and for a period of not less than three years after the date of acceptance of the

1 contract. The Contractor shall retain these records for that period. The Contractor shall also
2 guarantee that these records of all Subcontractors and lower tier Subcontractors shall be
3 available and open to similar inspection or audit for the same time period.

4
5 **1-08.1(1) Subcontract Completion and Return of Retainage Withheld**

6 Section 1-08.1(1) is revised to read:

7
8 (June 27, 2011)

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

10
11 **Requirements**

- 12 1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not
13 later than ten (10) days after receipt of payment from the Contracting Agency for
14 work satisfactorily completed by the Subcontractor, to the extent of each
15 Subcontractor's interest therein.
- 16
17 2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor
18 shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
- 19
20 3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when
21 all task and requirements of the Subcontract have been accomplished and including
22 any required documentation and material testing .
- 23
24 4. Failure by a Prime Contractor or Subcontractor to comply with these requirements
25 may result in one or more of the following:
 - 26
27 a. Withholding of payments until the Prime Contractor or Subcontractor complies
 - 28
29 b. Failure to comply shall be reflected in the Prime Contractor's Performance
30 Evaluation
 - 31
32 c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
 - 33
34 d. Other sanctions as provided by the subcontractor or by law under applicable
35 prompt pay statutes.

36
37 **Conditions**

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

42
43 **Payment**

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

47
48 **1-08.3(2)A Type A Progress Schedule**

49 *(March 13, 2012 APWA GSP)*

50
51 Revise this section to read:

1 The Contractor shall submit ~~\$\$\$ 3 \$\$\$~~ copies of a Type A Progress Schedule no later than one
2 week before the preconstruction conference, or some other mutually agreed upon submittal
3 time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard
4 schedule format. Regardless of which format used, the schedule shall identify the critical path.
5 The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule
6 for corrections within 15 calendar days of receiving the submittal.

7 **Contractor's Weekly Activities**

8 **(*****)**

9 The Contractor shall submit a weekly schedule to the Engineer. The schedule shall
10 indicate the Contractor's proposed activities for the forthcoming week along with the hours
11 of work. This will permit the Engineer to more effectively provide the contract engineering
12 and inspection for the Contractor's operations.

13
14
15 The written weekly activity schedule shall be submitted to the Engineer or a designated
16 assistant before the end of the last shift on the next to the last working day of the week
17 preceding the indicated activities, or other mutually agreeable time.

18
19 If the Contractor proceeds with work not indicated on the weekly activity schedule, or in a
20 sequence differing from that which has been shown on the schedule, the Engineer may
21 require the Contractor to delay unscheduled activities until they are included on a
22 subsequent weekly activity schedule.

23
24 Separately, and in addition to the weekly schedule, the Contractor shall submit weekly a
25 summary of project activities to the Engineer. The summary of activities shall include a
26 report of the nature and progress of each of the major activities that were advanced on the
27 project within the previous week.

28 **1-08.4 Prosecution Of Work**

29 Revise this section to read:

30 **1-08.4 Notice to Proceed and Prosecution of Work**

31 *(July 23, 2015 APWA GSP)*

32
33
34 Notice to Proceed will be given after the contract has been executed and the contract bond and
35 evidence of insurance have been approved and filed by the Contracting Agency. The
36 Contractor shall not commence with the work until the Notice to Proceed has been given by the
37 Engineer. The Contractor shall commence construction activities on the project site within ten
38 days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall
39 diligently pursue the work to the physical completion date within the time specified in the
40 contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the
41 Contractor of the responsibility to complete the work within the time(s) specified in the contract.
42
43

44 **(*****)**

45 **Construction Sequencing**

46 The coordination with Local Agency forces to allow crushed surfacing to be placed with minimal
47 disruption of the pulverization and mixing operations shall be as follows:

- 48 1. M.P. (0.00-1.02) Keasling Road - Pulverization (0.60'); Mixing (0.60')
- 49 2. M.P. (1.03-2.06) Coulson Road - Pulverization (0.60'); Mixing (0.60')
- 50 3. M.P. (2.0-3.73) Middle Fork Road – Pulverization (0.50')
- 51 4. M.P. (5.42-7.70) Bunker Creek Road (first of two) – Pulverization (0.50')
- 52 5. M.P. (8.48-9.30) Bunker Creek Road (second of two) – Pulverization (0.50')
- 53
- 54

1 The Contracting Agency has added an extra mobilization charge to Bunker Creek Road as
2 shown in the Proposal.

3
4 **1-08.5 Time for Completion**

5 (March 13, 1995)

6 Section 1-08.5 is supplemented with the following:

7
8 This project shall be physically complete within *** 10 *** working days.

9
10 Contract Time shall begin on the first working day the Contractor starts onsite work or ***
11 June 19, 2017 ***, whichever occurs first.

12
13 **1-09, MEASUREMENT AND PAYMENT**

14 **1-09.7 Mobilization**

15 Section 1-08.5 is supplemented with the following:

16
17 (*****)

18 The Contractor shall notify the Contracting Agency of Staging area locations within five (5) days of
19 award for review and approval.

20
21 **1-09.9 Payments**

22 (March 13, 2012 APWA GSP)

23
24 Delete the first four paragraphs and replace them with the following:

25
26 The basis of payment will be the actual quantities of Work performed according to the Contract
27 and as specified for payment.

28
29 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
30 Preconstruction Conference, to enable the Project Engineer to determine the Work performed
31 on a monthly basis. A breakdown is not required for lump sum items that include a basis for
32 incremental payments as part of the respective Specification. Absent a lump sum breakdown,
33 the Project Engineer will make a determination based on information available. The Project
34 Engineer's determination of the cost of work shall be final.

35
36 Progress payments for completed work and material on hand will be based upon progress
37 estimates prepared by the Engineer. A progress estimate cutoff date will be established at the
38 preconstruction conference.

39
40 The initial progress estimate will be made not later than 30 days after the Contractor
41 commences the work, and successive progress estimates will be made every month thereafter
42 until the Completion Date. Progress estimates made during progress of the work are tentative,
43 and made only for the purpose of determining progress payments. The progress estimates are
44 subject to change at any time prior to the calculation of the final payment.

45
46 The value of the progress estimate will be the sum of the following:

- 47 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work
48 completed multiplied by the unit price.

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

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

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

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

1-09.9(1) Retainage

Section 1-09.9(1) is supplemented with the following:

Retainage of 5 percent shall be as required by RCW 60.28.011.

1-09.11 Disputes and Claims

1-09.11(3) Time Limitations and Jurisdiction

Section 1.09.11(3) is deleted and replaced by the following:

(*****)

This contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any claims or causes of actions arising from this contract shall be in Superior Court of the county where the work is performed.

For the convenience of the parties of this contract, it is mutually agreed that any claims or causes of action which the Contractor has against the Contracting Agency arising from this contract shall be brought within 180 days from the date of Final Acceptance of the contract by the Contracting Agency. The parties understand and agree that the Contractor’s failure to bring such suit within the time period provided shall be a complete bar to any such claims or causes of action.

It is further mutually agreed by the parties that when any claims or causes of action which a Contractor asserts against the Contracting Agency arising from this contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or actions.

1-09.13 Claims Resolution

1 **1-09.13(3) Claims \$250,000 or Less**
2 *(October 1, 2005 APWA GSP)*
3

4 Delete this Section and replace it with the following:
5

6 The Contractor and the Contracting Agency mutually agree that those claims that total
7 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by
8 nonbinding ADR processes, shall be resolved through litigation unless the parties mutually
9 agree in writing to resolve the claim through binding arbitration.
10

11 **1-09.13(3)A Administration of Arbitration**
12 *(October 1, 2005 APWA GSP)*
13

14 Revise the third paragraph to read:
15

16 The Contracting Agency and the Contractor mutually agree to be bound by the
17 decision of the arbitrator, and judgment upon the award rendered by the arbitrator
18 may be entered in the Superior Court of the county in which the Contracting
19 Agency's headquarters are located. The decision of the arbitrator and the specific
20 basis for the decision shall be in writing. The arbitrator shall use the contract as a
21 basis for decisions.
22

23 **1-09.13(4) Claims in Excess of \$250,000**
24

25 Section 1-09.13(4) is hereby deleted and replaced with the following:
26

27 **CLAIMS RESOLUTION**
28 *(*****)*
29

30 Any dispute arising from the contract shall be processed in accordance with Section 1-04.5 and
31 Sections 1-09.11 through 1-09.13(1) of the Standard Specifications. The provisions of these
32 sections must be complied with in full as a condition precedent to the Contractor's right to seek
33 claims resolution through arbitration or litigation. The Contractor may file with the Engineer a
34 request for binding arbitration; the Engineer's decision regarding that request shall be final and
35 unappealable. Nothing in this paragraph affects or tolls the limitations period as set forth in
36 Section 1-09.11(3) of the Standard Specifications. However, if the Contractor files a lawsuit
37 raising any claim(s) arising from the contract, the parties shall, if the Engineer so directs, submit
38 such claim(s) to binding arbitration, subject to the rights of any party thereto to file with the Lewis
39 County Superior Court motions to dismiss or for summary judgment at any time. In any binding
40 arbitration proceeding, the provisions of subparagraphs (a) and (b) shall apply.
41

- 42 a) Unless the parties otherwise agree, all disputes subject to arbitration shall be heard in a
43 single arbitration hearing, and then only after completion of the contract. The parties
44 shall be bound by Ch. 7.04 RCW generally, and by the arbitration rules hereafter stated,
45 and shall, for purposes of administration of the arbitration, comply where applicable with
46 the 1994 Lewis County Superior Court Mandatory Arbitration Rules (LMAR) sections
47 1.1(b), 1.3, 2.3, 3.1, 3.2(a) and (b), 5.1, 5.2 (except as referenced to MAR 5.2), 5.3, 6.1,
48 6.2 (including the referenced MAR 6.2), and 8.6. There shall be one arbitrator, to be
49 chosen by mutual agreement of the parties from the list provided by the Lewis County
50 Superior Court Administrator. If the parties cannot agree on a person to serve as
51 arbitrator, the matter shall be submitted for appointment of an arbitrator under LMAR
52 2.3. The arbitrator shall determine the scope and extent of discovery, except that the
53 Contractor shall provide and update the information required by Section 1-09.11(2) of

1 the Standard Specifications. Additionally, each party shall file a statement of proof with
2 the other party and the arbitrator at least 20 calendar days before the scheduled
3 arbitration hearing. The statement of proof shall include:

- 4
- 5 1. The name, business address and contact telephone number of each witness who
6 will testify at the hearing.
 - 7
 - 8 2. For each witness to be offered as an expert, a statement of the subject matter and a
9 statement of the facts, resource materials (not protected by privilege) and learned
10 treatises upon which the expert is expected to testify and render an opinion(s),
11 synopsis of the basis for such opinion(s), and a resume of the expert detailing
12 his/her qualifications as an expert and pursuant to rendering such opinion(s). A list
13 of documents and other exhibits the party intends to offer in evidence at the
14 arbitration hearing. Either party may request a copy of any document listed, and a
15 copy or description of any other exhibit listed. The party receiving the request shall
16 provide the copies or description within five (5) calendar days. The parties or
17 arbitrator may subpoena parties in accordance with the Superior Court Mandatory
18 Arbitration Rules (MAR) of Washington, Rule 4.3, and witness fees and costs shall
19 be provided for under Rule 6.4, thereof. The arbitrator may permit a party to call a
20 witness or offer a document or other exhibit not included in the statement of proof
21 only upon a showing of good cause.

- 22
- 23 b) The arbitration hearing shall be conducted at a location within Lewis County,
24 Washington. The extent of application of the Washington Rules of Evidence shall be
25 determined in the exercise of sound discretion of the arbitrator, except that such Rules
26 should be liberally construed in order to promote justice. The parties should stipulate to
27 the admission of evidence when there is no genuine issue as to its relevance or
28 authenticity. The decision of the arbitrator and the specific grounds for the decision
29 shall be in writing. The arbitrator shall use the contract as a basis for its decisions. The
30 County and the Contractor agree to be bound by the decision of the arbitrator, subject
31 to such remedies as are provided in Ch. 7.04 RCW. Judgment upon the award
32 rendered by the arbitrator shall be entered as judgment before the presiding judge of
33 the Superior Court for Lewis County. Each party shall bear its own costs in connection
34 with the arbitration. Each party shall pay one-half of the arbitrator's fees and expenses.

35

36

37 **DIVISION 3**

38 **PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING**

39

40 **3-01, PRODUCTION FROM QUARRY AND PIT SITES**

41 **3-01.4 Contractor Furnished Material Sources**

42

43 **3-01.4(1) Acquisition and Development**

44 Section 3-01.4(1) is supplemented with the following:

45

46 **(*****)**

47 No source has been provided for any materials necessary for the construction of this project.

48

49 **DIVISION 4**

50 **BASES**

51 **4-06 ASPHALT TREATED BASE**

1 (*****)

2 Section 4.06 is supplemented with the following:

4 PULVERIZED RECYCLED CEMENT TREATED BASE

5 4-06.1 Description

6 (*****)

7 Section 4-06.1 is replaced with the following:

8
9 The pulverization, shaping, spreading and mixing process shall incorporate a cement-stabilized
10 base. The cement base course shall consist of pulverized asphalt, existing base material, selected
11 excavation material, imported crushed surfacing top and base course as required, Portland
12 cement, and water uniformly mixed, graded, shaped, compacted, finished, and cured in
13 accordance with these specifications. It shall conform to the lines, grades, thickness, and typical
14 cross section shown on the plans.

15
16 The existing roadway and base course sections shall be pulverized to the depth shown in the
17 Proposal for the total width and length, or as directed by the Engineer. The roadway will then be
18 shaped and compacted by Lewis County forces. Following the establishment of the subgrade
19 profile, dry Portland cement shall be spread on the roadway and shall then be mixed to the depth
20 as shown in the Proposal, or as directed by the Engineer.

21 4-06.2 Materials

22 (*****)

23 Section 4-06.2 is supplemented with the following:

24 4-06.2(1) Portland Cement

25
26 Portland cement shall be Type II and shall be provided in accordance with Section 9-01 of the
27 Standard Specifications.

28 4-06.2(2) Water

29
30 Water shall be free from substances deleterious to the hardening of the soil-cement. The
31 Contractor shall make arrangements to provide water and water trucks needed to satisfy water
32 requirements for the mixing process of this contract.

33 4-06.2(3) Soil Material

34
35 Soil material shall consist of the pulverized asphalt and base existing in the area to be paved,
36 of selected excavation material, Crushed Surfacing or a combination of these materials
37 proportioned as directed, prior to the application of cement.

38 4-06.3 Construction Requirements

39 (*****)

40 Section 4-06.3 is supplemented with the following:

41 Equipment

42 Reclaimer/Stabilizer

43
44 Soil-cement shall be constructed with a BOMAG MPH-100 or CMI - RS 500 or equal equipped with
45 an appropriate water distribution system as approved by the Engineer. The equipment shall be

1 able to meet the following criteria:

- 2
- 3 Two directional processing, both up and down cutting;
- 4 Cross slope control;
- 5 Maintain constant mixing depth;
- 6 Process a minimum of 8 feet wide per pass;
- 7 Have proper fittings to connect directly to a water truck;
- 8 Provide a fully computerized, automatic water additive system, which shall include a
- 9 totalizer, so that the amount of water used during any given period can be read directly, and
- 10 a gauge to indicate the instantaneous application rate during the mixing operation.
- 11 Capable of pushing or pulling the water tankers during the mixing process.
- 12

13 The Contractor shall submit equipment for approval 5 days prior to use. The Engineer will make
14 the decision as to the whether the equipment is equal to the above. The decision of the Engineer
15 will be final.

16 **Water Trucks**

17

18 Water trucks to be used in the mixing process shall have a minimum 3,000 gallon capacity. The
19 water trucks shall be properly fitted so as to connect directly to the Reclaimer/Stabilizer in order for
20 the water to be distributed directly into the mixing chamber. Two water trucks will be required to
21 ensure the mixing operation is a continuous operation and not disrupted.

22 **Cement Distributor**

23

24 The equipment used to spread the cement shall be self-propelled or truck mounted. It may be used
25 for the application of, but not limited to; lime, fly ash or Portland cement at a metered rate. The
26 equipment shall have a weighing scale, a foot per minute gauge, and a RPM vane feeder in order
27 to provide control of the cement distribution process and meet the following criteria:

- 28
- 29
- 30
- 31 • Onboard weigh scales that provide a weight readout of the material in the product
32 hopper.
- 33 • Dual augers or other means to supply product to the distribution chamber in a
34 continuous and even flow.
- 35 • The capability of spreading at least an 8 foot wide spread of product, to a maximum
36 of 100 lbs. of product per square yard in one pass.
- 37 • A distribution chamber with the capability to allow spreads in 2 foot increments.
- 38 • An onboard distance measuring device that measures product spread length.
- 39 • A skirt and dust recovery system to control airborne dust during the application
40 process.
- 41

42 The Engineer may accept other quantity and quality control equipment after review and approval.

43

44 (*****)

45 **4-06.3(A) Construction Methods**

46

47 (*****)

48 **4-06.3(A)1 Preparation**

49

50 The pulverizing operation and the establishment of the subgrade profile and grade by shall be
51 completed prior to the mixing operation. The pulverized material shall be shaped and rolled to
52 allow the roadway to be open to traffic. The material shall be compacted and shaped to the
53 grades and cross sections shown on the plans or as staked in the field by the Engineer prior to

1 mixing. Any imported material required to achieve the lines and grades as staked by the
2 Engineer shall meet the specifications for Crushed Surfacing Top Course. The Contractor
3 shall coordinate with Lewis County forces to achieve this specification.

4
5 The subgrade shall be firm and able to support without displacement the construction
6 equipment and the compaction hereinafter specified. Soft or yielding subgrade shall be made
7 stable before construction proceeds. Unsuitable soil material shall be removed and replaced
8 with acceptable material, as directed by the Engineer. The Contractor shall coordinate with
9 Lewis County forces to achieve this specification.

10
11 (*****)

12 **4-06.3(A)2 Pulverization**

13
14 Before cement is applied the soil material shall be so pulverized that at the completion of
15 moist-mixing, 100% by dry weight passes a 2-in. sieve, exclusive of gravel or stone retained
16 on these sieves. Roads shall be pulverized and water may be required to be applied thru the
17 pulverizing machine to reach optimum moisture content, as directed by the Engineer. Water
18 will be considered incidental to the bid items that are involved.

19
20 Additional pavement pulverization may be required as directed by the Engineer if the initial
21 0.50 feet of pulverization does not penetrate thru the existing HMA or the existing material as
22 determined by the Engineer needs additional pulverization.

23
24 (*****)

25 **4-06.3(A)3 Cement Spreading and Mixing**

26
27 Mixing of the soil material, cement, and water shall be accomplished by the mixed-in-place
28 method. Application of cement will be at a uniform rate established by the Engineer. The
29 estimated pounds of cement per square yards (Lbs./S.Y.) shall be as shown in the proposal
30 for each location. The ratio of cement may be adjusted at the discretion of the Engineer.

31
32 No cement shall be spread or soil-cement mixture mixed when the soil or subgrade is frozen
33 or when the air temperature is less than 40 degrees in the shade.

34
35 The percentage of moisture in the soil material, at the time of cement application, shall be the
36 amount that assures a uniform and intimate mixture of pulverized asphalt and soil material and
37 cement during mixing operations. It shall not exceed the specified optimum moisture content
38 for the soil-cement mixture.

39
40 The operations of cement spreading, water application, mixing, hauling, shaping, compacting,
41 and finishing shall be continuous and completed in daylight. The total elapsed time between
42 the addition of water to the soil-cement mixture and the completion of finishing shall not
43 exceed 2 hours. The Contractor shall coordinate with Lewis County forces to achieve this
44 specification.

45
46 Any soil-and-cement mixture that has not been compacted and finished shall not remain
47 undisturbed for more than 30 minutes.

48
49 (*****)

50 **4-06.3(A)4 Mixed-in-place Method**

51
52 The water shall be applied through the mixing machine. The pulverized asphalt, the soil
53 material and cement shall be mixed sufficiently to prevent cement balls from forming when

1 water is added. Mixing shall be continued until the mixture is uniform in color and at the
2 required moisture content throughout. Operations of cement spreading, water application,
3 mixing, and grading mixed material shall result in a uniform soil, cement, and water mixture for
4 the full depth and width.

5
6 The cement shall be uniformly distributed and mixed with the pulverized material and any
7 existing underlying material or imported material as specified. The mixing operation may be
8 accomplished by using either the same machine used for the pulverizing operation or a
9 separate machine designed for in-place continuous mixing as approved by the Engineer.
10 Regardless of which method is used, a control system capable of metering or measuring the
11 cement application rate to a pound per square yard shall be used.

12
13 The application rate of the cement will be expressed in terms of pounds per square yard
14 based on the dry unit weight of the unmixed in-place material as determined by the Engineer.

15
16 The mixing operation shall be completed in continuous full width segments that shall not
17 exceed 800 feet in length so not to disrupt the traveling public unless otherwise approved by
18 the Engineer. Each segment must be processed and compacted by sunset of each day and
19 opened to traffic.

20
21 Additional mixing depth may be required as directed by the Engineer. No additional payment
22 will be made for mixing of material until depths exceed the planned mixing depth for that
23 roadway.

24
25 (*****)

26 **4-06.3(A)5 Shaping and Compaction**

27
28 The Contractor shall coordinate with County forces to assure the mixing operation does not
29 get too far ahead of the shaping and compaction effort so that County forces can meet the
30 following specification:

31
32 At the start of compaction, the percentage of moisture in the mixture shall not be below or
33 more than two percentage points above the specified optimum moisture content, and shall be
34 less than that quantity which will cause the soil-cement mixture to become unstable during
35 compaction and finishing. The optimum moisture and maximum density shall be determined
36 by the County in the field at the time compaction begins by utilizing the Maximum Density
37 Curve for the cement-soil material, as determined by the WSDOT Materials Laboratory
38 according to procedures of the standard Nuclear Densometer Test.

39
40 Prior to compaction, the mixed material shall be shaped by a road grader, a mechanical
41 spreader or paver, or grade trimmer of approved type. The soil cement shall be compacted by
42 a vibratory roller to at least 95% of the theoretical maximum density.

43
44 (*****)

45 **4-06.3(A)8 Construction Joints**

46
47 At the beginning of each day's construction a straight transverse construction joint shall be
48 formed by cutting back into the completed work.

49
50 Soil-cement for large, wide areas shall be built in a series of parallel lanes of convenient length
51 and width meeting approval of the Engineer. Straight longitudinal joints shall be formed at
52 edge of each day's construction by cutting back into completed work to form a true vertical
53 face free of loose or shattered material.

1
2 Special attention shall be given to joint construction to ensure a vertical joint, adequately
3 mixed material, and compaction up against the joint. On mixed-in-place construction using
4 transverse shaft mixers, a longitudinal joint constructed adjacent to partially hardened soil-
5 cement built the preceding day may be formed by cutting back into the previously constructed
6 area during mixing operations. Guide stakes, or a control method as approved by the
7 Engineer, shall be set by the Contractor for cement spreading and mixing.

8
9 (*****)

10 **4-06.3(A)9 Traffic**

11
12 Completed portions of soil-cement may be opened immediately to traffic and to construction
13 equipment provided the soil-cement has hardened sufficiently to prevent marring or distorting
14 of the surface by equipment or traffic and the curing material is not impaired.

15
16 (*****)

17 **4-06.3(A)10 Maintenance**

18
19 The Contractor shall be required to maintain the soil-cement in good condition until all work
20 has been completed and accepted, and the course of Crushed Surfacing Top Course has
21 been applied. Maintenance shall include immediate repairs of any defects that may occur.
22 This work shall be done by the Contractor at his own expense and repeated as often as may
23 be necessary to keep the area continuously intact. Any decomposition of the cement treated
24 base due to inadequate mixing of cement and base material will be replaced for the full depth
25 of treatment at the Contractor's expense. No cracking totaling 0.5 feet in length and 0.03 feet
26 in width (or wider) per square foot will be accepted and will be replaced for the full depth of
27 treatment at the Contractor's expense. Longitudinal grooving, such as, but not limited to the
28 tire tracks deeper than 0.03 feet will be replaced for the full depth at the Contractor's expense.

29 30 **4-06.4 Measurement**

31 Section 4-06.4 is supplemented with the following:

32
33 (*****)

34 Pavement Pulverization work (described in Section 4-06.1 and the Proposal) will be measured
35 per Square Yard, once along the centerline, at the specified width and depth. The provisions
36 of Section 1-04.6, Variation of Estimated Quantities shall not apply to these bid items. Water
37 shall be considered incidental to the various items involved.

38
39 Mixing Base Stabilization work (described in Section 4-06.1 and the Proposal) will be
40 measured per Square Yard, once along the centerline, at the specified width and depth. The
41 provisions of Section 1-04.6, Variation of Estimated Quantities shall not apply to these bid
42 items. Water shall be considered incidental to the various items involved.

43
44 Additional Pavement Pulverization (Per Each Additional 0.1' Depth) shall be measured per
45 Square Yard for each additional 0.10 feet of depth beyond the initial depth and will include
46 additional depth to penetrate existing HMA. The provisions of Section 1-04.6, Variation of
47 Estimated Quantities shall not apply to this bid item.

48
49 Additional Mixing Base Stabilization (Per Each Additional 0.1' Depth) shall be measured per
50 Square Yard for each additional 0.10 feet of depth beyond the planned mixing depth for that
51 roadway. See Contract Proposal. The provisions of Section 1-04.6, Variation of Estimated
52 Quantities shall not apply to this bid item.

1 Water Trucks used and operated in the Cement Treated Base mixing operation shall be
2 considered incidental to Mixing Base Stabilization operation. Water will be considered
3 incidental to the various bid items involved.

4
5 Cement (Type II) will be measured by the Ton for actual quantities used. The provisions of
6 Section 1-04.6, Variation of Estimated Quantities shall not apply to this bid item.

7
8 Mobilization Charge per Move shall be considered each move to contracted site that the
9 Engineer has determined cannot be completed legally without trailer equipment.

10 11 **4-06.5 Payment**

12 Section 4-06.5 is supplemented with the following:

13
14 (*****)

15 This work will be paid for at the various contract unit prices as stated in the Special Provisions
16 and Contract plans.

17
18 The contract unit price for "Pavement Pulverization (planned depth at each location as shown
19 in the Proposal)" per Square Yard (S.Y.) will be full payment for furnishing all materials,
20 equipment, tools, labor, and incidentals necessary to complete the work and to carry out the
21 maintenance provisions in these specifications.

22
23 The contract unit price for "Additional Pavement Pulverization (Per Each Additional 0.1' Depth
24 beyond the depth shown in the Proposal for each location)" per Square Yard (S.Y.) for each
25 additional 0.10 feet of depth will be full payment for furnishing all materials, equipment, tools,
26 labor, and incidentals necessary to complete the work and to carry out the maintenance
27 provisions in these specifications.

28
29 The contract unit price for "Mixing Base Stabilization (planned depth at each location as shown
30 in the Proposal)" per Square Yard (S.Y.) will be full payment for furnishing all materials,
31 equipment, tools, labor, and incidentals necessary to complete the work and to carry out the
32 maintenance provisions in these specifications.

33
34 The contract unit price for "Additional Mixing Base Stabilization (Per Each Additional 0.1'
35 Depth beyond the depth shown in the Proposal for each location)" per Square Yard (S.Y.) for
36 each additional 0.10 feet of depth will be full payment for furnishing all materials, equipment,
37 tools, labor, and incidentals necessary to complete the work and to carry out the maintenance
38 provisions in these specifications.

39
40 "Cement (Type II)" per Ton.

41
42 "Mobilization Charge" per Move.

43 44 **POWER EQUIPMENT**

45 (*****)

46
47 The successful bidder will be required to furnish the County a list of all equipment that they
48 anticipate utilizing on this project.

49
50 The bidder's attention is directed to the attached Power Equipment Form, which the successful
51 bidder will be required to complete and return with the contract documents. This information will

1 enable hourly rental rates to be computed by the County, utilizing the "Rental Rate Blue Book for
2 Construction Equipment". No payment for any force account work will be allowed until this form
3 has been returned and accepted by the County.

4 5 **E-VERIFY**

6 (*****)

7
8 "Effective June 21st, 2010, all contracts with a value of \geq \$100,000 shall require that the awarded
9 contractor register with the Department of Homeland Security E-Verify program. Contractors shall
10 have sixty days after the execution of the contract to register and enter into a Memorandum of
11 Understanding (MOU) with the Department of Homeland Security (DHS) E-Verify program. After
12 completing the MOU the contractor shall have an additional sixty days to provide a written record
13 on the authorized employment status of their employees and those of any sub-contractor(s)
14 currently assigned to the contract. Employees hired during the execution of the contract and after
15 submission of the initial verification will be verified to the county within 30 days of hire, as reported
16 from the E-Verify program. The contractor will continue to update the County on all corrective
17 actions required and changes made during the performance of the contract."
18

19 **BOND**

20 (*****)

21
22 The Bidder's special attention is directed to the attached bond form, which the successful bidder
23 will be required to execute and furnish the County. **NO OTHER BOND FORMS WILL BE**
24 **ACCEPTED.** The bond shall be for the full amount of the contract.
25

26 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY**

27 (*****)

28
29 On or before the 5th day of each calendar month during the term of this contract, the Contracting
30 Agency shall prepare monthly Progress Payments for work completed and material furnished. If
31 the Contractor agrees, the Contractor will approve the Progress Payment and return the estimate
32 to the Contracting Agency by the 15th day of that same calendar month. The Contracting Agency
33 shall prepare a voucher based upon the approved Progress Payment and payment based thereon
34 shall be due the Contractor near the 10th day of the next calendar month. Material Supply
35 contracts involving delivery of prefabricated material or stockpile material only (no physical work on
36 Contracting Agency property) may be reimbursed via Contractor generated invoices upon written
37 approval by the Engineer. Reimbursement by invoice shall not be subject to late charges listed on
38 the Contractor's standard invoice form.
39

40 When the Contractor reports the work is completed he/she shall then notify the Contracting
41 Agency. The Contracting Agency shall inspect the work and report any deficiencies to the
42 Contractor. When the Contracting Agency is satisfied the work has been completed in accordance
43 with all plans and specifications, the Contracting Agency shall then accept the work.
44

45 Upon completion of all work described in this Contract, the Contracting Agency shall prepare a
46 Final Progress Payment and Final Contract Voucher for approval by the Contractor and processing
47 for final payment. Release of the Contract Bond will be 60 days following Contracting Agency Final
48 Acceptance of Contract, provided the conditions of Section 1-03.4 and Section 1-07.2 of these

1 Special Provisions have been satisfied.

2

3

4 **APPENDICES**

5 (July 12, 1999)

6

7 The following appendices are attached and made a part of this contract:

8

9 ***** APPENDIX A:

10 Washington State Prevailing Wage Rates

11 Wage Rate Supplements

12 Wage Rate Benefit Code Key

13

14 APPENDIX B:

15 Bid Proposal Documents

16

17 APPENDIX C:

18 Contract Documents

19

20 APPENDIX D:

21 Vicinity Map

22 Typical Section *****

23

1
2 (April 3, 2017)

3 **STANDARD PLANS**

4 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01
5 transmitted under Publications Transmittal No. PT 16-048, effective August 1, 2016 is made a part
6 of this contract.

7
8 The Standard Plans are revised as follows:

9
10 A-30.15

11 DELETED

12
13 A-40.10

14 Section View, PCCP to HMA Longitudinal Joint, callout, was – “Sawed Groove ~ Width 3/16”
15 (IN) MIN. to 5/16” (IN) MAX. ~ Depth 1” (IN) MIN. ~ see Std. Spec. 5-04.3(12)B” is revised to
16 read; “Sawed Groove ~ Width 3/16” (IN) MIN. to 5/16” (IN) MAX. ~ Depth 1” (IN) MIN. ~ see
17 Std. Spec. Section 5-04.3(12)A2”

18
19 A-50.10

20 Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

21
22 A-50.20

23 Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

24
25 A-50.30

26 Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.10

27
28 A-60.30

29 Note 4, was – “If the ACP and membrane is to be removed from the bridge deck, see GSP
30 023106 for deck preparation before placing new membrane.” Is revised to read; “If the ACP
31 and membrane is to be removed from the bridge deck, see GSP 6-02.3(10)D.OPT6.GB6 for
32 deck preparation before placing new membrane.”

33
34 B-10.20 and B-10.40

35 Substitute “step” in lieu of “handhold” on plan

36
37 B-15.60

38 Table, Maximum Knockout Size column, 120” Diam., 42” is revised to read; 96”

39
40 B-25.20

41 Note 4, was – “Bolt-Down capability is required on all frames, grates and covers, unless
42 specified in the Contract. Provide two holes in the Frame that are vertically aligned with the
43 grate slots. The frame shall accept the 5/8” x 11 NC x 2” allen head cap screw by being
44 tapped, or other approved mechanism. The location of bolt-down holes varies among
45 manufacturers. See BOLT-DOWN DETAIL, **Standard Plan B-30.10**. Is revised to read; “Bolt-
46 Down capability is required on all frames, grates and covers, unless specified otherwise in the
47 Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots.
48 The frame shall accept the 304 Stainless Steel (S.S.) 5/8” (in) - 11 NC x 2” (in) Allen head cap
49 screw by being tapped, or other approved mechanism. The location of bolt-down holes varies
50 by manufacturer.”

51 See BOLT-DOWN DETAIL, **Standard Plan B-30.10**.

52
53 Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements

1
2 B-30.70

3 Note 2, was – “Bolt-Down capability is required on all frames, grates and covers, unless
4 specified otherwise in the Contract. Provide 3 holes in the frame that are vertically aligned with
5 the grate or cover slots. The frame shall accept the 5/8” -1 NC x 2” Allen head cap screw by
6 being tapped, or other approved mechanism. Location of bolt down holes varies by
7 manufacturer.” Is revised to read; “Bolt-Down capability is required on all frames, grates and
8 covers, unless specified otherwise in the Contract. Provide 3 holes in the frame that are
9 vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel
10 (S.S.) 5/8” (in) - 11 NC x 2” (in) Allen head cap screw by being tapped, or other approved
11 mechanism. Location of bolt-down holes varies by manufacturer.”

12
13 RING PLAN, callout, was – “DRILL AND TAP 5/8” – 11NC HOLE FOR 1 1/2” X 5/8”
14 STAINLESS STEEL SOCKET HEAD CAP SCREW (TYP.)” is revised to read; “SEE NOTE 2”

15
16 B-40.40

17 Note 2, was – “When bolt-down grates are specified in the Contract, provide two slots in the
18 grate that are centered with the holes in the frame. Location of bolt-down slots varies among
19 different manufacturers.” Is revised to read; “Bolt-down capability is required on all frames,
20 grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame
21 that are vertically aligned with the grate or cover slots. The frame shall accept the 5/8” (in) –
22 11 NC x 2” (in) Allen head cap screw by being tapped, or other approved mechanism.
23 Location of bolt-down holes varies by manufacturers.”

24
25 B-45.20

26 Grate Support Detail, callout for steel angle, was – “5 1/2” x 1” x 1/4” STEEL ANGLE” IS
27 REVISED TO READ; “5 1/2” x 1 1/2” x 1/4” STEEL ANGLE”

28
29 B-45.40

30 Grate Support Detail, callout for steel angle, was – “5 1/2” x 1” x 1/4” STEEL ANGLE” IS
31 REVISED TO READ; “5 1/2” x 1 1/2” x 1/4” STEEL ANGLE”

32
33 B-55.20

34 Metal Pipe elevation, title is revised to read; “Metal Pipe and Steel Rib Reinforced
35 Polyethylene Pipe”

36
37 B-90.40

38 Offset & Bend details, add the subtitle, “Plan View” above titles

39
40 C-16a

41 Note 1, reference C-28.40 is revised to C-20.10

42
43 C-16b

44 Note 3, reference C-28.40 is revised to C-20.10

45
46 C-22.14

47 Note 3, formula, was: “Elevation G = (Elevation S – D x (0.1) + 28” is revised to read:
48 “Elevation G = (Elevation S – D x (0.1) + 28/12”

49
50 C-22.16

51 Note 3, formula, was: “Elevation G = (Elevation S – D x (0.1) + 31” is revised to read:
52 “Elevation G = (Elevation S – D x (0.1) + 31/12”

53
54 C-22.41

55 DELETED

1
2 D-10.10

3 Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
4 barriers attached on top of the wall are considered non-standard and shall be designed in
5 accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in
6 the 11/3/15 Bridge Design memorandum.
7

8 D-10.15

9 Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
10 barriers attached on top of the wall are considered non-standard and shall be designed in
11 accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge
12 Design memorandum.
13

14 D-10.20

15 Wall Type 3 may be used in all cases. The last sentence of Note 6 on Wall Type 3 shall be
16 revised to read: The seismic design of these walls has been completed using a site adjusted
17 (effective) peak ground acceleration of 0.32g.
18

19 D-10.25

20 Wall Type 4 may be used in all cases. The last sentence of Note 6 on Wall Type 4 shall be
21 revised to read: The seismic design of these walls has been completed using a site adjusted
22 (effective) peak ground acceleration of 0.32g.
23

24 D-10.30

25 Wall Type 5 may be used in all cases.
26

27 D-10.35

28 Wall Type 6 may be used in all cases.
29

30 D-10.40

31 Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
32 barriers attached on top of the wall are considered non-standard and shall be designed in
33 accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge
34 Design memorandum.
35

36 D-10.45

37 Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic
38 barriers attached on top of the wall are considered non-standard and shall be designed in
39 accordance with the current WSDOT BDM and the revisions stated in the revisions stated in
40 the 11/3/15 Bridge Design memorandum.
41

42 D-15.10

43 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are
44 withdrawn. Special designs in accordance with the current WSDOT BDM are required in
45 place of these STD Plans.
46

47 D-15.20

48 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are
49 withdrawn. Special designs in accordance with the current WSDOT BDM are required in
50 place of these STD Plans.
51

52 D-15.30

53 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are
54 withdrawn. Special designs in accordance with the current WSDOT BDM are required in
55 place of these STD Plans.

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F-10.12

Section Title, was – “Depressed Curb Section” is revised to read: “Depressed Curb and Gutter Section”

F-10.40

“EXTRUDED CURB AT CUT SLOPE”, Section detail - Deleted

F-10.42

DELETE – “Extruded Curb at Cut Slope” View

G-22.10

Sheet 2, Elevation , Three-Post Installation, Dimension, upper right, was – “.035” is revised to read: “ 0.35X”

G-90.10

TOP VIEW, callout, was – “Vertical Brace ~ W4 x 13 steel (TYP.)(See Note 4)” is revised to read; “Vertical Brace ~ W4 x 13 steel (TYP.)(See Note 3)”

H-70.20

Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

J-3

DELETED

J-3b

DELETED

J-3C

DELETED

J-10.21

Note 18, was – “When service cabinet is installed within right of way fence, see Standard Plan J-10.22 for details.” Is revised to read; “When service cabinet is installed within right of way fence, or the meter base is mounted on the exterior of the cabinet, see Standard Plan J-10.22 for details.”

J-10.22

Key Note 1, was – “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305.” Is revised to read; “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305. When the utility requires meter base to be mounted on the side or back of the service cabinet, the meter base enclosure shall be fabricated from type 304 stainless steel.”

Key Note 4, “Test with (SPDT Snap Action, Positive close 15 Amp – 120/277 volt “T” rated). Is revised to read: “Test Switch (SPDT snap action, positive close 15 amp – 120/277 volt “T” rated).”

Key Note 14, was – “Hinged dead front with ¼ turn fasteners or slide latch.” Is revised to read; “Hinged dead front with ¼ turn fasteners or slide latch. ~ Dead front panel bolts shall not extend into the vertical limits of the breaker array(s).”

Key Note 15, was – “Cabinet Main Bonding Jumper. Buss shall be 4 lug tinned copper. See Cabinet Main bonding Jumper detail, Standard Plan J-3b.” is revised to read; “Cabinet Main

1 Bonding Jumper Assembly ~ Buss shall be 4 lug tinned copper ~ See Standard Plan J-10.20
2 for Cabinet Main Bonding Jumper Assembly details.”

3
4 J-20.10

5 Add Note 5, “5. One accessible pedestrian signal assembly per pedestrian pushbutton post.”

6
7 J-20.11

8 Sheet 2, Foundation Detail, Elevation, callout – “Type 1 Signal Pole” is revised to read: “Type
9 PS or Type 1 Signal Pole”

10 Sheet 2, Foundation Detail, Elevation, add note below Title, “(Type 1 Signal Pole Shown)”

11 Add Note 6, “6. One accessible pedestrian signal assembly per pedestrian pushbutton post.”

12
13 J-20.26

14 Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian pushbutton
15 post.”

16
17 J-20.16

18 View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

19
20 J-21.10

21 Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the
22 foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR.. Delete “(TYP.)” from the 2 ½”
23 CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf.
24 Bar.

25 Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of
26 the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2
27 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4
28 reinf. Bar.

29 Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the
30 foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½”
31 CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf.
32 Bar.

33 Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of
34 the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2
35 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4
36 reinf. Bar.

37 Detail F, callout, “Heavy Hex Clamping Bolt (TYP.) ~ 3/4” (IN) Diam. Torque Clamping Bolts
38 (see Note 3)” is revised to read; “Heavy Hex Clamping Bolt (TYP.) ~ 3/4” (IN) Diam. Torque
39 Clamping Bolts (see Note 1)”

40 Detail F, callout, “3/4” (IN) x 2’ – 6” Anchor Bolt (TYP.) ~ Four Required (See Note 4)” is
41 revised to read; “3/4” (IN) x 2’ – 6” Anchor Bolt (TYP.) ~ Three Required (See Note 2)”

42
43 J-21.15

44 Partial View, callout, was – LOCK NIPPLE ~ 1 ½” DIAM., is revised to read; CHASE NIPPLE ~
45 1 ½” (IN) DIAM.

46
47 J-21.16

48 Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

49
50 J-22.15

51 Ramp Meter Signal Standard, elevation, dimension 4’ - 6” is revised to read; 6’-0”

52 (2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½” DIAM. is revised to read; CHASE NIPPLE ~
53 1 ½” (IN) DIAM.

54
55 J-40.10

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-60.14

All references to J-16b (6x) are revised to read; J-60.11

K-80.30

In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

M-11.10

Layout, dimension (from stop bar to "X"), was – 23' is revised to read; 24'

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07	A-40.00-00.....8/11/09	A-50.30-00.....11/17/08
A-10.20-00.....10/5/07	A-40.10-03.....12/23/14	A-50.40-00.....11/17/08
A-10.30-00.....10/5/07	A-40.15-00.....8/11/09	A-60.10-03.....12/23/14
A-20.10-00.....8/31/07	A-40.20-03.....12/23/14	A-60.20-03.....12/23/14
A-30.10-00.....11/8/07	A-40.50-02.....12/23/14	A-60.30-00.....11/8/07
A-30.30-01.....6/16/11	A-50.10-00.....11/17/08	A-60.40-00.....8/31/07
A-30.35-00.....10/12/07	A-50.20-01.....9/22/09	

B-5.20-01.....6/16/11	B-30.50-01.....4/26/12	B-75.20-01.....6/10/08
B-5.40-01.....6/16/11	B-30.70-03.....4/26/12	B-75.50-01.....6/10/08
B-5.60-01.....6/16/11	B-30.80-00.....6/8/06	B-75.60-00.....6/8/06
B-10.20-01.....2/7/12	B-30.90-01.....9/20/07	B-80.20-00.....6/8/06
B-10.40-00.....6/1/06	B-35.20-00.....6/8/06	B-80.40-00.....6/1/06
B-10.60-00.....6/8/06	B-35.40-00.....6/8/06	B-82.20-00.....6/1/06
B-15.20-01.....2/7/12	B-40.20-00.....6/1/06	B-85.10-01.....6/10/08
B-15.40-01.....2/7/12	B-40.40-01.....6/16/10	B-85.20-00.....6/1/06
B-15.60-01.....2/7/12	B-45.20-00.....6/1/06	B-85.30-00.....6/1/06
B-20.20-02.....3/16/12	B-45.40-00.....6/1/06	B-85.40-00.....6/8/06
B-20.40-03.....3/16/12	B-50.20-00.....6/1/06	B-85.50-01.....6/10/08
B-20.60-03.....3/15/12	B-55.20-00.....6/1/06	B-90.10-00.....6/8/06
B-25.20-01.....3/15/12	B-60.20-00.....6/8/06	B-90.20-00.....6/8/06
B-25.60-00.....6/1/06	B-60.40-00.....6/1/06	B-90.30-00.....6/8/06
B-30.10-01.....4/26/12	B-65.20-01.....4/26/12	B-90.40-00.....6/8/06
B-30.20-02.....4/26/12	B-65.40-00.....6/1/06	B-90.50-00.....6/8/06
B-30.30-01.....4/26/12	B-70.20-00.....6/1/06	B-95.20-01.....2/3/09
B-30.40-01.....4/26/12	B-70.60-00.....6/1/06	B-95.40-00.....6/8/06

C-1.....7/12/16	C-6.....7/15/16	C-23.60-03.....6/11/14
C-1a.....7/14/15	C-6a.....10/14/09	C.24.10-01.....6/11/14
C-1b.....7/14/15	C-6c.....7/15/16	C-25.18-05.....7/14/15
C-1c.....7/12/16	C-6d.....7/15/16	C-25.20-06.....7/14/15
C-1d.....10/31/03	C-6f.....7/15/16	C-25.22-05.....7/14/15
C-2.....1/6/00	C-7.....6/16/11	C-25.26-03.....7/14/15
C-2a.....6/21/06	C-7a.....6/16/11	C-25.80-04.....7/15/16
C-2b.....6/21/06	C-8.....2/10/09	C-40.14-02.....7/2/12
C-2c.....6/21/06	C-8a.....7/25/97	C-40.16-02.....7/2/12

C-2d.....6/21/06	C-8b.....2/29/16	C-40.18-02.....7/2/12
C-2e.....6/21/06	C-8e.....2/21/07	C-70.10-01.....6/17/14
C-2f.....3/14/97	C-8f.....6/30/04	C-75.10-01.....6/11/14
C-2g.....7/27/01	C-10.....7/15/16	C-75.20-01.....6/11/14
C-2h.....3/28/97	C-16a.....6/3/10	C-75.30-01.....6/11/14
C-2i.....3/28/97	C-20.10-03.....7/14/15	C-80.10-01.....6/11/14
C-2j.....6/12/98	C-20.14-03.....6/11/14	C-80.20-01.....6/11/14
C-2k.....7/12/16	C-20.15-02.....6/11/14	C-80.30-01.....6/11/14
C-2n.....7/12/16	C-20.18-02.....6/11/14	C-80.40-01.....6/11/14
C-2o.....7/13/01	C-20.19-02.....6/11/14	C-80.50-00.....4/8/12
C-2p.....10/31/03	C-20.40-05.....7/14/15	C-85.10-00.....4/8/12
C-3.....7/2/12	C-20.41-01.....7/14/15	C-85.11-00.....4/8/12
C-3a.....10/4/05	C-20.42-05.....7/14/15	C-85.14-01.....6/11/14
C-3b.....6/27/11	C-20.45.01.....7/2/12	C-85.15-01.....6/30/14
C-3c.....6/27/11	C-22.14-04.....7/15/16	C-85.16-01.....6/17/14
C-4b.....7/15/16	C-22.16-05.....7/14/15	C-85.18-01.....6/11/14
C-4e.....7/15/16	C-22.40-05.....7/15/16	C-85.20-01.....6/11/14
C-4f.....7/2/12	C-22.45-02.....7/15/16	C-90.10-00.....7/3/08
C-16b.....6/3/10		

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D-2.04-00.....11/10/05	D-2.48-00.....11/10/05	D-3.17-02.....5/9/16
D-2.06-01.....1/6/09	D-2.64-01.....1/6/09	D-4.....12/11/98
D-2.08-00.....11/10/05	D-2.66-00.....11/10/05	D-6.....6/19/98
D-2.14-00.....11/10/05	D-2.68-00.....11/10/05	D-10.10-01.....12/2/08
D-2.16-00.....11/10/05	D-2.80-00.....11/10/05	D-10.15-01.....12/2/08
D-2.18-00.....11/10/05	D-2.82-00.....11/10/05	D-10.20-00.....7/8/08
D-2.20-00.....11/10/05	D-2.84-00.....11/10/05	D-10.25-00.....7/8/08
D-2.32-00.....11/10/05	D-2.86-00.....11/10/05	D-10.30-00.....7/8/08
D-2.34-01.....1/6/09	D-2.88-00.....11/10/05	D-10.35-00.....7/8/08
D-2.36-03.....6/11/14	D-2.92-00.....11/10/05	D-10.40-01.....12/2/08
D-2.42-00.....11/10/05	D-3.09-00.....5/17/12	D-10.45-01.....12/2/08
D-2.44-00.....11/10/05	D-3.10-01.....5/29/13	D-15.10-01.....12/2/08
D-2.60-00.....11/10/05	D-3.11-03.....6/11/14	D-15.20-03.....5/9/16
D-2.62-00.....11/10/05	D-3.15-02.....6/10/13	D-15.30-01.....12/02/08
D-2.46-01.....6/11/14	D-3.16-02.....5/29/13	

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E-1.....2/21/07	E-4.....8/27/03
E-2.....5/29/98	E-4a.....8/27/03

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F-10.12-03.....6/11/14	F-10.62-02.....4/22/14	F-40.15-03.....6/29/16
F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
F-10.18-00.....6/27/11	F-30.10-03.....6/11/14	F-45.10-02.....7/15/16
F-10.40-03.....6/29/16	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	

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G-10.10-00.....9/20/07	G-25.10-04.....6/10/13	G-90.10-02.....4/28/16
G-20.10-02.....6/23/15	G-30.10-04.....6/23/15	G-90.11-00.....4/28/16
G-22.10-03.....7/10/15	G-50.10-02.....6/23/15	G-90.20-04.....4/28/16
G-24.10-00.....11/8/07	G-60.10-03.....6/18/15	G-90.30-03.....4/28/16
G-24.20-01.....2/7/12	G-60.20-02.....6/18/15	G-90.40-02.....4/28/16
G-24.30-01.....2/7/12	G-60.30-02.....6/18/15	G-95.10-01.....6/2/11
G-24.40-06.....2/29/16	G-70.10-03.....6/18/15	G-95.20-02.....6/2/11
G-24.50-03.....6/17/14	G-70.20-03.....2/29/16	G-95.30-02.....6/2/11
G-24.60-04.....6/23/15	G-70.30-03.....2/29/16	

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H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-01.....2/7/12
H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-01.....2/16/12
H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	H-70.30-02.....2/7/12

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I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
I-30.10-02.....3/22/13	I-30.30-01.....6/10/13	I-50.20-01.....6/10/13
I-30.15-02.....3/22/13	I-30.40-01.....6/10/13	I-60.10-01.....6/10/13
I-30.16-00.....3/22/13	I-30.60-00.....5/29/13	I-60.20-01.....6/10/13
I-30.17-00.....3/22/13	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16

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J-10.....7/18/97	J-26.20-00.....6/11/14	J-40.38-01.....5/20/13
J-10.10-03.....6/3/15	J-27.10-01.....7/21/16	J-40.39-00.....5/20/13
J-10.15-01.....6/11/14	J-27.15-00.....3/15/12	J-40.40-01.....4/28/16
J-10.16-00.....6/3/15	J-28.10-01.....5/11/11	J-50.10-00.....6/3/11
J-10.17-00.....6/3/15	J-28.22-00.....8/07/07	J-50.11-00.....6/3/11
J-10.18-00.....6/3/15	J-28.24-01.....6/3/15	J-50.12-00.....6/3/11
J-10.20-01.....6/1/16	J-28.26-01.....12/02/08	J-50.15-00.....6/3/11
J-10.21-00.....6/3/15	J-28.30-03.....6/11/14	J-50.16-01.....3/22/13
J-10.22-00.....5/29/13	J-28.40-02.....6/11/14	J-50.20-00.....6/3/11
J-15.10-01.....6/11/14	J-28.42-01.....6/11/14	J-50.25-00.....6/3/11
J-15.15-02.....7/10/15	J-28.43-00.....6/11/14	J-50.30-00.....6/3/11
J-20.10-03.....6/30/14	J-28.45-03.....7/21/16	J-60.05-01.....7/21/16
J-20.11-02.....6/30/14	J-28.50-03.....7/21/16	J-60.11-00.....5/20/13
J-20.15-03.....6/30/14	J-28.60-02.....7/21/16	J-60.12-00.....5/20/13
J-20.16-02.....6/30/14	J-28.70-02.....6/1/16	J-60.13-00.....6/16/10
J-20.20-02.....5/20/13	J-29.10-01.....7/21/16	J-60.14-00.....6/16/10
J-20.26-01.....7/12/12	J-29.15-01.....7/21/16	J-75.10-02.....7/10/15
J-21.10-04.....6/30/14	J-29.16-02.....7/21/16	J-75.20-01.....7/10/15
J-21.15-01.....6/10/13	J-30.10-00.....6/18/15	J-75.30-02.....7/10/15
J-21.16-01.....6/10/13	J-40.05-00.....7/21/16	J-75.40-02.....6/1/16
J-21.17-01.....6/10/13	J-40.10-04.....4/28/16	J-75.41-01.....6/29/16
J-21.20-01.....6/10/13	J-40.20-03.....4/28/16	J-75.45-02.....6/1/16
J-22.15-02.....7/10/15	J-40.30-04.....4/28/16	J-90.10-02.....4/28/16
J-22.16-03.....7/10/15	J-40.35-01.....5/29/13	J-90.20-02.....4/28/16
J-26.10-03.....7/21/16	J-40.36-01.....5/20/13	J-90.21-01.....4/28/16
J-26.15-01.....5/17/12	J-40.37-01.....5/20/13	

3

K-70.20-01.....6/1/16
 K-80.10-01.....6/1/16
 K-80.20-00.....12/20/06
 K-80.30-00.....2/21/07
 K-80.35-00.....2/21/07
 K-80.37-00.....2/21/07

4

L-10.10-02.....6/21/12	L-40.10-02.....6/21/12	L-70.10-01.....5/21/08
L-20.10-03.....7/14/15	L-40.15-01.....6/16/11	L-70.20-01.....5/21/08
L-30.10-02.....6/11/14	L-40.20-02.....6/21/12	

5

M-1.20-03.....6/24/14	M-9.60-00.....2/10/09	M-40.10-03.....6/24/14
M-1.40-02.....6/3/11	M-11.10-01.....1/30/07	M-40.20-00...10/12/07
M-1.60-02.....6/3/11	M-15.10-01.....2/6/07	M-40.30-00.....9/20/07
M-1.80-03.....6/3/11	M-17.10-02.....7/3/08	M-40.40-00.....9/20/07
M-2.20-03.....7/10/15	M-20.10-02.....6/3/11	M-40.50-00.....9/20/07
M-2.21-00.....7/10/15	M-20.20-02.....4/20/15	M-40.60-00.....9/20/07
M-3.10-03.....6/3/11	M-20.30-04.....2/29/16	M-60.10-01.....6/3/11

M-3.20-02.....6/3/11	M-20.40-03.....6/24/14	M-60.20-02.....6/27/11
M-3.30-03.....6/3/11	M-20.50-02.....6/3/11	M-65.10-02.....5/11/11
M-3.40-03.....6/3/11	M-24.20-02.....4/20/15	M-80.10-01.....6/3/11
M-3.50-02.....6/3/11	M-24.40-02.....4/20/15	M-80.20-00.....6/10/08
M-5.10-02.....6/3/11	M-24.50-00.....6/16/11	M-80.30-00.....6/10/08
M-7.50-01.....1/30/07	M-24.60-04.....6/24/14	
M-9.50-02.....6/24/14		

1

2

APPENDIX A

WASHINGTON STATE PREVAILING WAGE RATES

INCLUDING:

State Wage Rates

Wage Rate Supplements

Wage Rate Benefit Codes

APPENDIX B

BID PROPOSAL DOCUMENTS

INCLUDING:

Notice to Contractor

Proposal Form

Non-Collusion Declaration

Proposal Signature Page



Lewis County Department of Public Works

Erik P. Martin, PE, Director / County Engineer

Tim Fife, PE, Assistant County Engineer

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Lewis County or designee, will open sealed proposals and publicly read them aloud on or after 11:00 a.m. on **Tuesday, May 30, 2017**, at the Lewis County Courthouse, Chehalis, Washington, for the 2017 Countywide Base Stabilization Project – CRP 2177A. This contract provides for the improvement of *** **various roads in Lewis County by pulverization, cement stabilization**, *** and other work, all in accordance with these Contract Provisions, and the Standard Specifications.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE 11:00 A.M. on Tuesday, May 30, 2017

(Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County Commissioners.
Bids submitted after 11:00 AM will not be considered for this project.)

Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532), by or before **11:00 A.M.** on the date specified for opening, and in an envelope clearly marked: **“SEALED BID FOR THE 2017 COUNTYWIDE BASE STABILIZATION PROJECT – CRP 2177A, TO BE OPENED ON OR AFTER 11:00 A.M. ON MAY 30, 2017.**

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the Lewis County Public Works Department.

Informational copies of maps, plans and specifications are on file for inspection in the office of the County Engineer of Lewis County in Chehalis, Washington. The contract documents may be viewed and downloaded from Lewis County's Web Site @ www.lewiscountywa.gov/ or you may call the Lewis County Engineers office @ (360)740-2612 and request a copy be mailed to you. All Contractor questions and Lewis County clarifying answers will be posted on our website and emailed to all Contractors registered on Lewis County's Planholder List. Plan or specification changes shall be accomplished through official project addendums.

The Lewis County Public Works Department in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, or sex in consideration for an award.

PROPOSAL

TO: BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY
CHEHALIS, WASHINGTON 98532

This certifies that the undersigned has examined the location of the 2017 Countywide Base Stabilization Project - CRP 2177A, in Lewis County, Washington, and that the plans, specifications and contract governing the work embraced in these improvements, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications and contract and the following schedule of rates and prices:

NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown: All entries must be typed or entered in ink.

CRP 2177A; KEASLING - SCHEDULE A

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1A	1 MOVE	Mobilization Charge	\$	\$
2A	12,015 S.Y.	Pavement Pulverization (@ 0.60' Depth)	\$	\$
3A	1 S.Y.	Additional Pavement Pulverization (Per Each Additional 0.1' Depth)	\$	\$
4A	12,015 S.Y.	Mixing Base Stabilization (@ 0.60' Depth)	\$	\$
5A	1 S.Y.	Additional Mixing Base Stabilization (Per Each Additional 0.1' Depth)	\$	\$
6A	221 TON	Cement (Type II)	\$	\$
			SCHEDULE A TOTAL	\$

CRP 2177A; COULSON - SCHEDULE B

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1B	1 MOVE	Mobilization Charge	\$	\$
2B	12,085 S.Y.	Pavement Pulverization (@ 0.60' Depth)	\$	\$
3B	1 S.Y.	Additional Pavement Pulverization (Per Each Additional 0.1' Depth)	\$	\$
4B	12,085 S.Y.	Mixing Base Stabilization (@ 0.60' Depth)	\$	\$
5B	1 S.Y.	Additional Mixing Base Stabilization (Per Each Additional 0.1' Depth)	\$	\$
6B	221 TON	Cement (Type II)	\$	\$
			SCHEDULE B TOTAL	\$

CMP 1704; MIDDLE FORK - SCHEDULE C

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1C	1 MOVE	Mobilization Charge	\$	\$
2C	22,290 S.Y.	Pavement Pulverization (@ 0.5' Depth)	\$	\$
3C	1 S.Y.	Additional Pavement Pulverization (Per Each Additional 0.1' Depth)	\$	\$
4C	0 S.Y.	Mixing Base Stabilization (@ 0.5' Depth)	\$	\$
5C	0 S.Y.	Additional Mixing Base Stabilization (Per Each Additional 0.1' Depth)	\$	\$
6C	0 TON	Cement (Type II)	\$	\$
			SCHEDULE C TOTAL	\$

CMP 1703; BUNKER CREEK - SCHEDULE D

ITEM NO.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1D	2 MOVE	Mobilization Charge	\$	\$
2D	43,648 S.Y.	Pavement Pulverization (@ 0.5' Depth)	\$	\$
3D	1 S.Y.	Additional Pavement Pulverization (Per Each Additional 0.1' Depth)	\$	\$
4D	0 S.Y.	Mixing Base Stabilization (@ 1.0' Depth)	\$	\$
5D	0 S.Y.	Additional Mixing Base Stabilization (Per Each Additional 0.1' Depth)	\$	\$
6D	0 TON	Cement (Type II)	\$	\$
			SCHEDULE D TOTAL	\$

TOTAL ALL SCHEDULES \$

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, participation 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.
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.**

NOTICE TO ALL BIDDERS

To report bid rigging activities

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bid collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT Form 272-036H
Revised 10/94

PROPOSAL - SIGNATURE PAGE

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

CASH IN THE AMOUNT OF _____

CASHIER'S CHECK _____ DOLLARS

CERTIFIED CHECK (\$ _____) PAYABLE TO THE LEWIS COUNTY TREASURER

PROPOSAL BOND IN THE AMOUNT OF 5% OF THE BID

** Receipt is hereby acknowledged of addendum(s) No.(s) _____, _____, _____, & _____

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Proposal Must be Signed

Firm Name

Address

State of Washington Contractor's License No.

Unified Business Identifier (U.B.I.) No.

Telephone No.

Federal ID No.

Note:

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

* Attach Power of Attorney

APPENDIX C

CONTRACT DOCUMENTS

INCLUDING:

Contract Form

Contract Bond

Power Equipment List

CONTRACT

THIS AGREEMENT, made and entered into this __ day of _____, 2017, between the BOARD OF COUNTY COMMISSIONERS of LEWIS COUNTY, State of Washington, acting under and by virtue of RCW 36.77.040, hereinafter called

the Board, and _____ of _____

for ___sel___, heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the payments, covenants and agreements hereinafter mentioned to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all material necessary for the improvement of various roads in Lewis County by pulverization, cement stabilization, and other work all in Lewis County Washington, in accordance with and as described in the attached plans and specifications, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any extra work which may be ordered as provided in this contract and every part thereof.

The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.

2. The County hereby promises and agrees with the Contractor to hire and does hire the Contractor to provide the materials and to do and cause to be done the above described work and to complete and furnish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to hire the contractor to perform any alterations in or conditions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

3. The Contractor for himself, and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

4. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

Contract - 1

5. CANCELLATION OF CONTRACT FOR VIOLATION OF STATE POLICY

This contract, pursuant to RCW 49.28.040 to RCW 49.28.060, may be canceled by the officers or agents of the Owner authorized to contract for or supervise the execution of such work, in case such work is not performed in accordance with the policy of the State of Washington.

6. DOCUMENTS COMPRISING CONTRACT

All documents hereto attached, including but not being limited to the advertisement for bids, information for bidders, bid proposal form, general conditions (if any), special conditions (if any), complete specifications and the complete plans, are hereby made a part of this contract.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of aforesaid County, pursuant to resolution duly adopted, has caused this instrument to be executed by and in the name of said Board by its Chairman, duly attested by its Clerk, the day and year first above written, and the seal of said Board to be hereunto affixed on the date in this instrument first above written.

By: _____

Contractor

Performance of foregoing contract assured
in accordance with the terms of the
accompanying bond.

Dated: _____, 2017

By: _____
Surety

By: _____
Attorney-in-fact

APPROVED AS TO FORM:

JONATHAN L. MEYER, Prosecuting Attorney

By: _____
Civil Deputy

APPROVED:

County Engineer

Contract – 2

**CONTRACT BOND FOR
LEWIS COUNTY, WASHINGTON**

Bond No. _____

WE, _____ d/b/a _____
(Insert legal name of Contractor) (Insert trade name of Contractor, if any)

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **LEWIS COUNTY, WASHINGTON** (hereinafter "County"), as Obligee, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. CRP 2177A, CMP 1703, CMP 1704, between Principal and County, which total is *initially* _____ Dollars (\$ _____), for the payment of which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents. Said contract (hereinafter referred to as "the Contract") is for the 2017 Countywide Base Stabilization Project, and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. CRP 2177A, CMP 1703, CMP 1704, between the below-named Contractor and County for the 2017 Countywide Base Stabilization Project, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

- (1) Surety hereby consents to, and waives notice of, any alteration, change order, or other modification of the Contract and any extension of time made by County, except that any single or cumulative change order amounting to more than twenty-five percent (25%) of the penal sum of this bond shall require Surety's written consent.
- (2) Surety recognizes that the Contract includes provisions for additions, deletions, and modifications to the work or Contract Time and the amounts payable to Contractor. Subject to the limitations contained in paragraph (1) above, no such change or any combination thereof, shall void or impair Surety's obligation hereunder.
- (3) Surety is subject to the provisions contained in Section 1-03.4, "Contract Bond," of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction. And such provisions are incorporated by reference. A copy may be viewed at WSDOT's website www.wsdot.wa.gov/fasc/EngineeringPublications/Manuals/.
- (4) Whenever County has declared Contractor to be in default and County has given Surety written notice of such declaration, Surety shall promptly (in no event more than thirty [30] days following receipt of such notice), specify, in written notice to County, which of the following actions Surety intends to take to remedy such default, and thereafter shall:
 - (a) Remedy the default within fifteen (15) days after its notice to County, as stated in such notice; or
 - (b) Assume within fifteen (15) days following its notice to County, full responsibility for the completion of the Contract in accordance with all of its provisions, as stated in such notice, and become entitled to payment of the balance of the Contract sum as provided in the Contract; or
 - (c) Pay County upon completion of the Contract, in cash, the cost of completion together with all other reasonable costs and expenses incurred by County as a result of Contractor's default, including but not limited to those incurred by County to mitigate its losses, which may include but are not limited to attorneys' fees and the cost of efforts to complete the work prior to Surety's exercising any option available to it under this Bond; or
 - (d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by County and Surety jointly of the lowest responsible bidder, arrange for one or more agreements between such bidder and County, and make available as work progresses (even though there is a default or a succession of defaults under such agreement(s) for completion arranged for under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the penal sum of this Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract, less the amount properly paid by County to Contractor.

(5) If County commences suit and obtains judgment against Surety for recovery hereunder, then Surety, in addition to such judgment, shall pay all costs and attorneys' fees incurred by County in enforcement of County's rights hereunder. The venue for any action arising out of or in connection with this bond shall be in Lewis County, Washington.

(6) No right or action shall accrue on this Bond to or for the use of any person or corporation other than Lewis County, except as herein provided.

(7) No rider, amendment or other document modifies this Bond except as follows, which by this reference is incorporated herein:

SURETY'S QUALIFICATIONS: Every Surety named on this bond must appear on the United States Treasury Department's most current list (Circular 570 as amended or superseded) and be authorized by the Washington State Insurance Commissioner to transact business as a surety in the State of Washington. In addition, the Surety must have a current rating of at least A-;VII in A. M. Best's Key Rating Guide.

INSTRUCTIONS FOR SIGNATURES: This bond must be signed by the president or a vice-president of a corporation; the managing general partner of a partnership; managing joint venturer of a joint venture; manager of a limited liability company or, if no manager has been designated, a member of such LLC; a general partner of a limited liability partnership; or the owner(s) of a sole proprietorship. If the bond is signed by any other representative, the Principal must attach currently-dated, written proof of that signer's authority to bind the Principal, identifying and quoting the provision in the corporate articles of incorporation, bylaws, Board resolution, partnership agreement, certificate of formation, or other document authorizing delegation of signature authority to such signer, and confirmation acceptable to the County that such delegation was in effect on the date the bond was signed. **A NOTARY PUBLIC MUST ACKNOWLEDGE EACH SIGNATURE BELOW.**

FOR THE SURETY:

FOR THE PRINCIPAL:

By _____
 (Signature of Attorney-in-Fact)

 (Type or print name of Attorney-in-Fact)

 (Type or print telephone number for Attorney-in-Fact)

By: _____
 (Signature of authorized signer for Contractor)

 (Type or print name of signer for Contractor)

 (Type or print title of signer for Contractor)

STATE OF _____)
) ss: **ACKNOWLEDGMENT FOR CONTRACTOR**
 COUNTY OF _____)

On this ____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, the person described in and who executed the foregoing bond, and acknowledged to me that _____ signed and sealed said bond as the free and voluntary act and deed of the Contractor so identified in the foregoing bond for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond for the Contractor named therein. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

 (Signature of Notary Public) (Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____
 My commission expires _____ **SEAL →**

STATE OF _____)
) ss: **ACKNOWLEDGMENT FOR SURETY**
 COUNTY OF _____)

On this ____ day of _____, _____, before me a notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, Attorney-in-Fact for the Surety that executed the foregoing bond, and acknowledged said bond to be the free and voluntary act and deed of the Surety for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said bond on behalf of the Surety, and that the seal affixed on said bond or the annexed Power of Attorney is the corporate seal of said Surety. WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

 (Signature of Notary Public) (Print or type name of Notary Public)

Notary Public in and for the State of _____ residing at _____
 My commission expires _____ **SEAL →**

POWER EQUIPMENT LIST

The undersigned furthermore certifies that he/she is thoroughly aware that time is of the essence for the completion of this contract within the time specified in the special provisions, and hereby agrees to provide the Engineer a list of his power equipment to be used on this project.

This equipment list will be used in computing any Force Account that may be performed within this contract.

The Contractor must complete this form in its entirety.

POWER EQUIPMENT

Type of Equipment	Make	Model Number	Serial Number	* Capacity	Year Built

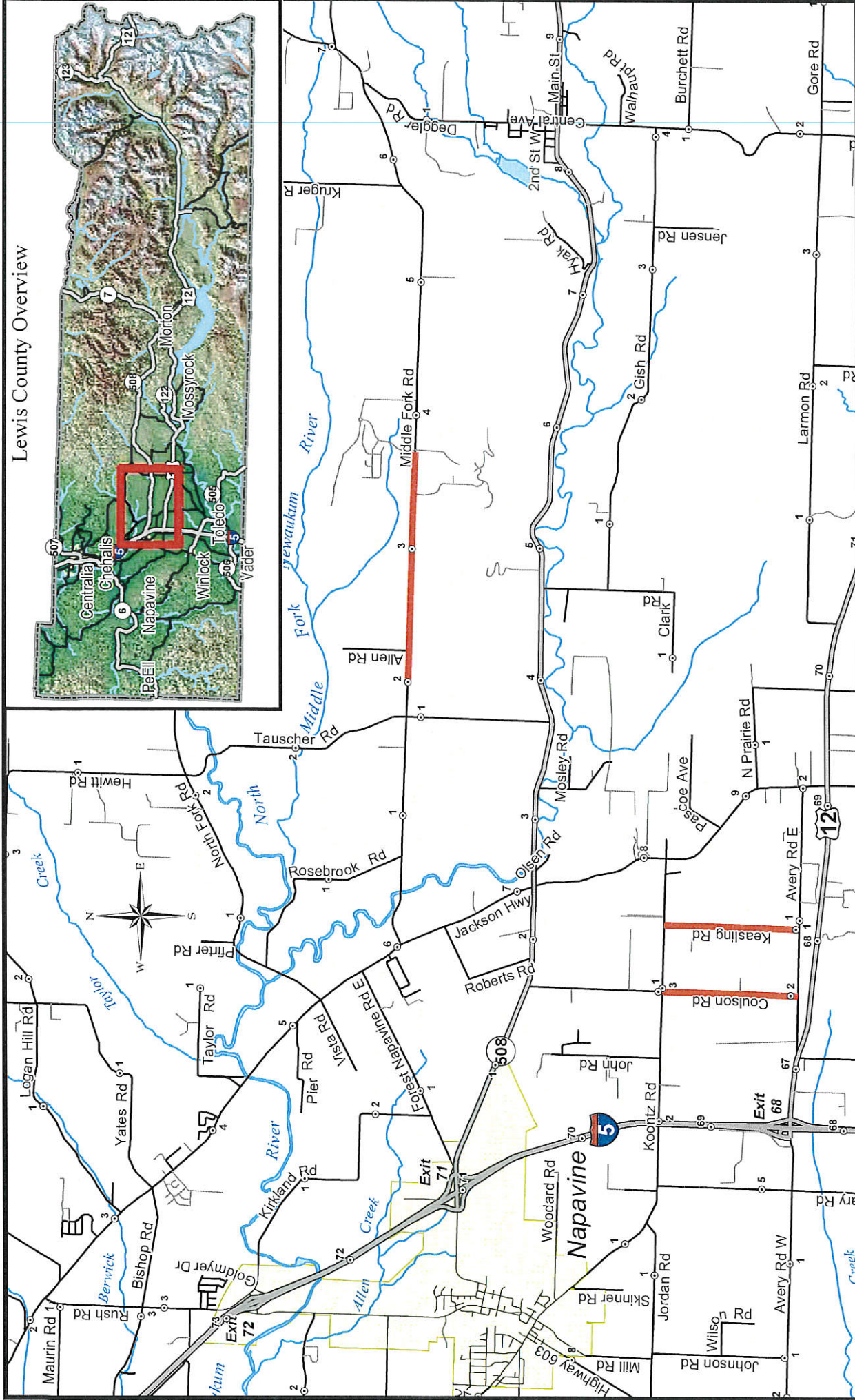
APPENDIX D

INCLUDING:

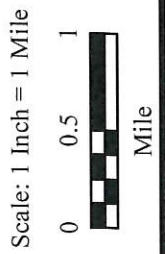
Vicinity Maps

Typical Section

Lewis County Overview



Coulson Rd M.P. 1.03 - 2.06,
Middle Fork Rd M.P. 1.03 - 2.06, & Keasling Rd M.P. 0.0 - 1.024

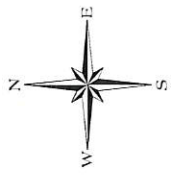
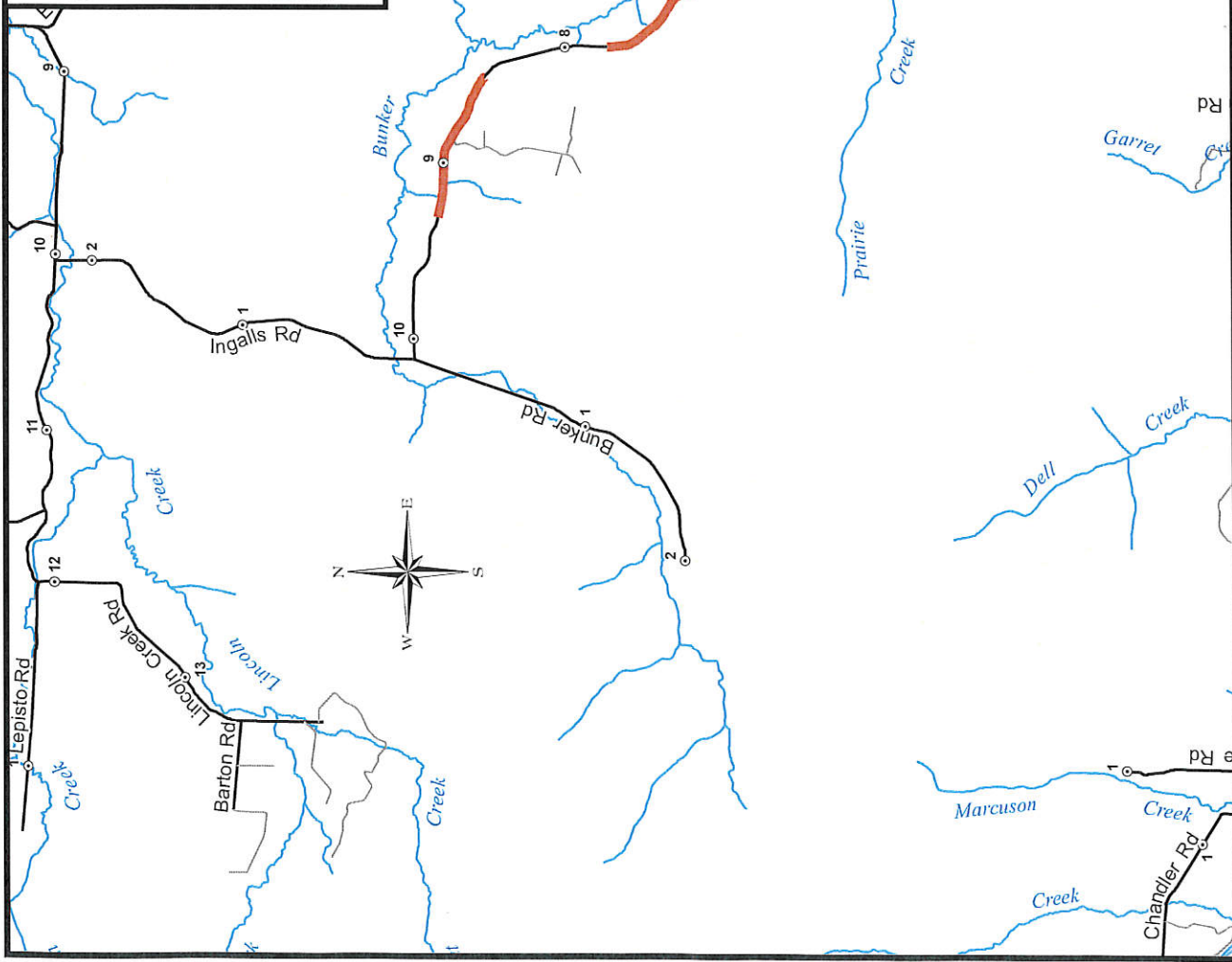
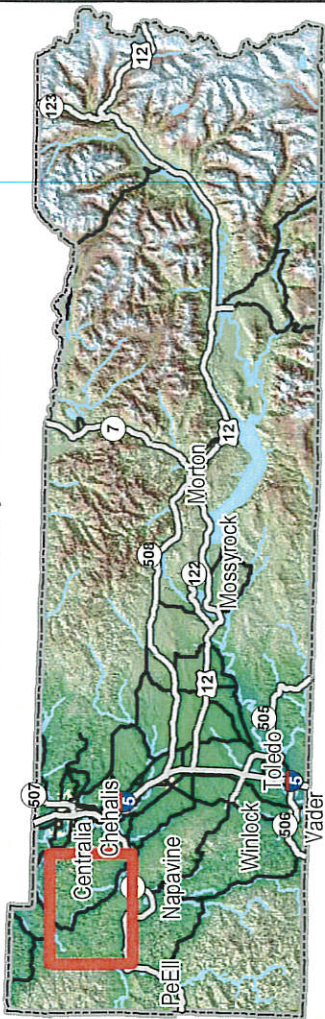


- == State Route
- City Street
- County Road
- Private Street
- Project Site
- City Limits
- Milepost

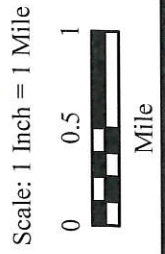


May 10, 2017

Lewis County Overview



Bunker Creek Road M.P. 5.42 - 7.70 & M.P. 8.48 - 9.30



April 25, 2017

SCHEDULE A

ROAD NAME	CEMENT LBS./S.Y.	BMP	EMP	LENGTH	WIDTH	APPROX. S.Y.	PULV. DEPTH	MIXING DEPTH
KEASLING	37.2	0.00	1.02	1.02	20	12,015	0.60'	0.60'
ITEM NO.	ITEM DESCRIPTION						QUANTITY	UNIT
1	MOBILIZATION CHARGE						1	MOVE
2	PAVEMENT PULVERIZATION						12,015	S.Y.
3	ADDITIONAL PAVEMENT PULVERIZATION (PER EACH ADDITIONAL 0.1' DEPTH)						1	S.Y.
4	MIXING BASE STABILIZATION						12,015	S.Y.
5	ADDITIONAL MIXING BASE STABILIZATION (PER EACH ADDITIONAL 0.1' DEPTH)						1	S.Y.
6	CEMENT (TYPE II)						221	TON

SCHEDULE B

ROAD NAME	CEMENT LBS./S.Y.	BMP	EMP	LENGTH	WIDTH	APPROX. S.Y.	PULV. DEPTH	MIXING DEPTH
COULSON	37.2	1.03	2.06	1.03	20	12,085	0.60'	0.60'
ITEM NO.	ITEM DESCRIPTION						QUANTITY	UNIT
1	MOBILIZATION CHARGE						1	MOVE
2	PAVEMENT PULVERIZATION						12,085	S.Y.
3	ADDITIONAL PAVEMENT PULVERIZATION (PER EACH ADDITIONAL 0.1' DEPTH)						1	S.Y.
4	MIXING BASE STABILIZATION						12,085	S.Y.
5	ADDITIONAL MIXING BASE STABILIZATION (PER EACH ADDITIONAL 0.1' DEPTH)						1	S.Y.
6	CEMENT (TYPE II)						221	TON

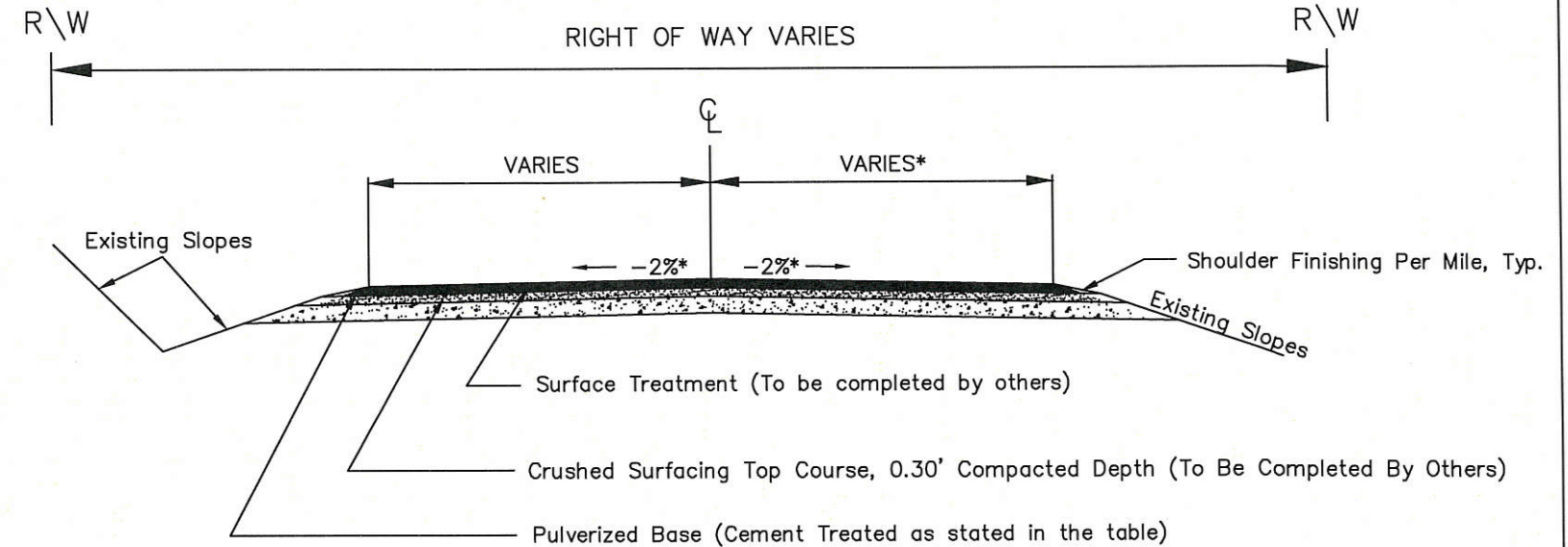
SCHEDULE C

ROAD NAME	CEMENT LBS./S.Y.	BMP	EMP	LENGTH	WIDTH	APPROX. S.Y.	PULV. DEPTH	MIXING DEPTH
MIDDLE FORK	0	2.00	3.73	1.73	22	22,290	0.50'	0
ITEM NO.	ITEM DESCRIPTION						QUANTITY	UNIT
1	MOBILIZATION CHARGE						1	MOVE
2	PAVEMENT PULVERIZATION						22,290	S.Y.
3	ADDITIONAL PAVEMENT PULVERIZATION (PER EACH ADDITIONAL 0.1' DEPTH)						1	S.Y.
4	MIXING BASE STABILIZATION						0	S.Y.
5	ADDITIONAL MIXING BASE STABILIZATION (PER EACH ADDITIONAL 0.1' DEPTH)						0	S.Y.
6	CEMENT (TYPE II)						0	TON

SCHEDULE D

ROAD NAME	CEMENT LBS./S.Y.	BMP	EMP	LENGTH	WIDTH	APPROX. S.Y.	PULV. DEPTH	MIXING DEPTH
BUNKER CREEK	0	5.42	7.70	2.28	24	32,102	0.50'	0
BUNKER CREEK	0	8.48	9.30	0.82	24	11,546	0.50'	0
ITEM NO.	ITEM DESCRIPTION						QUANTITY	UNIT
1	MOBILIZATION CHARGE						2	MOVE
2	PAVEMENT PULVERIZATION						43,648	S.Y.
3	ADDITIONAL PAVEMENT PULVERIZATION (PER EACH ADDITIONAL 0.1' DEPTH)						1	S.Y.
4	MIXING BASE STABILIZATION						0	S.Y.
5	ADDITIONAL MIXING BASE STABILIZATION (PER EACH ADDITIONAL 0.1' DEPTH)						0	S.Y.
6	CEMENT (TYPE II)						0	TON

SUMMARY OF QUANTITIES



* Roadway cross slopes shall follow existing super elevation rate in curve sections

TYPICAL SECTION

NOT TO SCALE

SITE DESCRIPTION

SEE VICINITY MAPS FOR LOCATIONS

LEWIS COUNTY
DEPARTMENT OF PUBLIC WORKS
APPROVED FOR CONSTRUCTION:
[Signature]
Assistant County Engineer
5.15.17
Date

