

Lewis County  
Department of Public Works  
Engineering Division

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

**2018 ROCK  
PROPOSAL**

(506 PITS & QUARRIES)

January, 2018

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



**BOARD OF COUNTY COMMISSIONERS**

Edna Fund, District No. 1  
Robert C. Jackson, District No. 2  
Gary Stamper, District No. 3



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34

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 1-02, Bid Procedures and Conditions**

16 April 4, 2016

17 **1-02.9 Delivery of Proposal**

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

19  
20 The Contracting Agency will not open or consider any Proposal when the Proposal or Bid  
21 deposit is received after the time specified for receipt of Proposals or received in a location  
22 other than that specified for receipt of Proposals unless an emergency or unanticipated event  
23 interrupts normal work processes of the Contracting Agency so that Proposals cannot be  
24 received.

25  
26 The following new paragraph is inserted before the last paragraph:

27  
28 If an emergency or unanticipated event interrupts normal work processes of the Contracting  
29 Agency so that Proposals cannot be received at the office designated for receipt of bids as  
30 specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be  
31 extended to the same time of day specified in the solicitation on the first work day on which the  
32 normal work processes of the Contracting Agency resume.

33  
34 **1-02.12 Public Opening of Proposals**

35 This section is supplemented with the following new paragraph:

36  
37 If an emergency or unanticipated event interrupts normal work processes of the Contracting  
38 Agency so that Proposals cannot be opened at the time indicated in the call for Bids the time  
39 specified for opening of Proposals will be deemed to be extended to the same time of day on  
40 the first work day on which the normal work processes of the Contracting Agency resume.



1  
2 **INTRODUCTION**

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

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

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

17

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

22

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

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

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

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

39 **SPECIAL PROVISIONS**

40 **DIVISION 1**  
41 **GENERAL REQUIREMENTS**

42  
43 **1-01, DESCRIPTION OF WORK**

44 (\*\*\*\*\*)  
45 This contract provides for the production, stockpiling and loading of \*\*\* Crushed Screenings and  
46 Crushed Surfacing Top Course \*\*\* and other work, all in accordance with these Contract  
47 Provisions, and the Standard Specifications.  
48

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

2 **1-02.1 Prequalification of Bidders**

3  
4 Delete this Section and replace it with the following:

5  
6 **1-02.1 Qualifications of Bidder**  
7 *(January 24, 2011 APWA GSP)*

8  
9 Before award of a public works contract, a bidder must meet at least the minimum qualifications  
10 of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a  
11 public works project.

12  
13 **1-02.2 Plans and Specifications**

14 *(\*\*\*\*\*)*

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

16  
17 Copies of the plans, specifications and soils information are on file in the office of:

18  
19 Lewis County Public Works Department  
20 2025 NE Kresky Ave.  
21 Chehalis, Washington 98532  
22 (360) 740-2612

23  
24 The second paragraph of section 1-02.2 is revised to read:

25  
26 Prospective bidders may obtain plans and specifications from Lewis County Public  
27 Works Department in Chehalis, Washington or download from Lewis County Website at  
28 [www.lewiscountywa.gov](http://www.lewiscountywa.gov).

29  
30 **1-02.6 Preparation Of Proposal**

31 *(August 2, 2004)*

32  
33 The fifth and sixth paragraphs of Section 1-02.6 are deleted.

34  
35 **1-02.7 Bid Deposit**

36 *(August 2, 2004)*

37  
38 The provisions of Section 1-02.7 are deleted.

39  
40 **1-02.12 Public Opening Of Proposal**

41 *(\*\*\*\*\*)*

42 Section 1-02.12 is supplemented with the following:

43  
44 **Date and Time of Bid Opening**

45 The Board of County Commissioners of Lewis County or designee, will open sealed  
46 proposals and publicly read them aloud on or after 11:00 a.m. on **February 13, 2018**, at  
47 the Lewis County Courthouse, Chehalis, Washington, for the 2018 Rock Proposal.

48  
49 **SEALED BIDS MUST BE DELIVERED BY OR BEFORE**  
50 **11:00 A.M. on Tuesday, February 13, 2018**

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



1  
2 **Delivery and Marking of Sealed Bid Proposals**

3 Sealed proposals must be delivered to the Clerk of the Board of Lewis County  
4 Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington  
5 98532), by or before **11:00 A.M.** on the date specified for opening, and in an envelope  
6 clearly marked: **“SEALED BID FOR THE 2018 ROCK PROPOSAL, TO BE OPENED ON  
7 OR AFTER 11:00 A.M. ON FEBRUARY 13, 2018.”**

8  
9 **1-02.13 Irregular Proposals**

10 *(January 4, 2016 APWA GSP)*

11  
12 Delete this section and replace it with the following:

- 13  
14 1. A proposal will be considered irregular and will be rejected if:
- 15 a. The Bidder is not prequalified when so required;
  - 16 b. The authorized proposal form furnished by the Contracting Agency is not used or is  
17 altered;
  - 18 c. The completed proposal form contains any unauthorized additions, deletions,  
19 alternate Bids, or conditions;
  - 20 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter  
21 into the Contract;
  - 22 e. A price per unit cannot be determined from the Bid Proposal;
  - 23 f. The Proposal form is not properly executed;
  - 24 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as  
25 required in Section 1-02.6;
  - 26 h. The Bidder fails to submit or properly complete a Disadvantaged Business  
27 Enterprise Certification, if applicable, as required in Section 1-02.6;
  - 28 i. The Bidder fails to submit written confirmation from each DBE firm listed on the  
29 Bidder’s completed DBE Utilization Certification that they are in agreement with the  
30 bidders DBE participation commitment, if applicable, as required in Section 1-02.6,  
31 or if the written confirmation that is submitted fails to meet the requirements of the  
32 Special Provisions;
  - 33 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as  
34 required in Section 1-02.6, or if the documentation that is submitted fails to  
35 demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - 36 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the  
37 material terms of the Bid invitation; or
  - 38 l. More than one proposal is submitted for the same project from a Bidder under the  
39 same or different names.
- 40  
41 2. A Proposal may be considered irregular and may be rejected if:
- 42 a. The Proposal does not include a unit price for every Bid item;
  - 43 b. Any of the unit prices are excessively unbalanced (either above or below the  
44 amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - 45 c. Receipt of Addenda is not acknowledged;
  - 46 d. A member of a joint venture or partnership and the joint venture or partnership  
47 submit Proposals for the same project (in such an instance, both Bids may be  
48 rejected); or
  - 49 e. If Proposal form entries are not made in ink.
- 50  
51

**1-02.14 Disqualification of Bidders**

1 (March 8, 2013 APWA GSP, Option B)

2  
3 Delete this Section and replace it with the following:  
4

5  
6 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder  
7 responsibility criteria in RCW 39.04.350(1), as amended; or does not meet the following  
8 Supplemental Criteria:  
9

10 1. **Delinquent State Taxes**

11  
12 A. **Criterion:** The Bidder shall not owe delinquent taxes to the Washington State  
13 Department of Revenue without a payment plan approved by the Department of  
14 Revenue.

15  
16 B. **Documentation:** The Bidder shall not be listed on the Washington State  
17 Department of Revenue's "Delinquent Taxpayer List" website:  
18 <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are so  
19 listed, they must submit a written payment plan approved by the Department of  
20 Revenue, to the Contracting Agency by the deadline listed below.  
21

22 2. **Federal Debarment**

23  
24 A. **Criterion:** The Bidder shall not currently be debarred or suspended by the Federal  
25 government.

26  
27 B. **Documentation:** The Bidder shall not be listed as having an "active exclusion" on  
28 the U.S. government's "System for Award Management" database ([www.sam.gov](http://www.sam.gov)).

29  
30 3. **Subcontractor Responsibility**

31  
32 A. **Criterion:** The Bidder's standard subcontract form shall include the subcontractor  
33 responsibility language required by RCW 39.06.020, and the Bidder shall have an  
34 established procedure which it utilizes to validate the responsibility of each of its  
35 subcontractors. The Bidder's subcontract form shall also include a requirement that  
36 each of its subcontractors shall have and document a similar procedure to  
37 determine whether the sub-tier subcontractors with whom it contracts are also  
38 "responsible" subcontractors as defined by RCW 39.06.020.  
39

40 B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a  
41 copy of its standard subcontract form for review by the Contracting Agency, and a  
42 written description of its procedure for validating the responsibility of subcontractors  
43 with which it contracts.  
44

45 4. **Prevailing Wages**

46  
47 A. **Criterion:** The Bidder shall not have a record of prevailing wage violations as  
48 determined by WA Labor & Industries in the five years prior to the bid submittal date,  
49 that demonstrates a pattern of failing to pay workers prevailing wages, unless there  
50 are extenuating circumstances and such circumstances are deemed acceptable to  
51 the Contracting Agency.  
52

1 B. Documentation: The Bidder, if and when required as detailed below, shall submit a  
2 list of all prevailing wage violations in the five years prior to the bid submittal date,  
3 along with an explanation of each violation and how it was resolved. The  
4 Contracting Agency will evaluate these explanations and the resolution of each  
5 complaint to determine whether the violation demonstrate a pattern of failing to pay  
6 its workers prevailing wages as required.

7  
8 **5. Claims Against Retainage and Bonds**

9  
10 A. Criterion: The Bidder shall not have a record of excessive claims filed against the  
11 retainage or payment bonds for public works projects in the three years prior to the  
12 bid submittal date, that demonstrate a lack of effective management by the Bidder  
13 of making timely and appropriate payments to its subcontractors, suppliers, and  
14 workers, unless there are extenuating circumstances and such circumstances are  
15 deemed acceptable to the Contracting Agency.

16  
17 B. Documentation: The Bidder, if and when required as detailed below, shall submit a  
18 list of the public works projects completed in the three years prior to the bid submittal  
19 date that have had claims against retainage and bonds and include for each project  
20 the following information:

- 21 • Name of project
- 22 • The owner and contact information for the owner;
- 23 • A list of claims filed against the retainage and/or payment bond for any of the
- 24 projects listed;
- 25 • A written explanation of the circumstances surrounding each claim and the
- 26 ultimate resolution of the claim.

27  
28  
29 **6. Public Bidding Crime**

30  
31 A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime  
32 involving bidding on a public works contract in the five years prior to the bid submittal  
33 date.

34  
35 B. Documentation: The Bidder, if and when required as detailed below, shall sign a  
36 statement (on a form to be provided by the Contracting Agency) that the Bidder  
37 and/or its owners have not been convicted of a crime involving bidding on a public  
38 works contract.

39  
40 **7. Termination for Cause / Termination for Default**

41  
42 A. Criterion: The Bidder shall not have had any public works contract terminated for  
43 cause or terminated for default by a government agency in the five years prior to  
44 the bid submittal date, unless there are extenuating circumstances and such  
45 circumstances are deemed acceptable to the Contracting Agency.

46  
47 B. Documentation: The Bidder, if and when required as detailed below, shall sign a  
48 statement (on a form to be provided by the Contracting Agency) that the Bidder has  
49 not had any public works contract terminated for cause or terminated for default by  
50 a government agency in the five years prior to the bid submittal date; or if Bidder  
51 was terminated, describe the circumstances. .

52  
53 **8. Lawsuits**

- 1
- 2 A Criterion: The Bidder shall not have lawsuits with judgments entered against the
- 3 Bidder in the five years prior to the bid submittal date that demonstrate a pattern of
- 4 failing to meet the terms of contracts, unless there are extenuating circumstances
- 5 and such circumstances are deemed acceptable to the Contracting Agency
- 6
- 7 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
- 8 statement (on a form to be provided by the Contracting Agency) that the Bidder has
- 9 not had any lawsuits with judgments entered against the Bidder in the five years
- 10 prior to the bid submittal date that demonstrate a pattern of failing to meet the terms
- 11 of contracts, or shall submit a list of all lawsuits with judgments entered against the
- 12 Bidder in the five years prior to the bid submittal date, along with a written
- 13 explanation of the circumstances surrounding each such lawsuit. The Contracting
- 14 Agency shall evaluate these explanations to determine whether the lawsuits
- 15 demonstrate a pattern of failing to meet of terms of construction related contracts
- 16

17 As evidence that the Bidder meets the mandatory and supplemental responsibility criteria

18 stated above, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00

19 P.M. (noon) of the second business day following the bid submittal deadline, a written statement

20 verifying that the Bidder meets all of the mandatory and supplemental criteria together with

21 supporting documentation including but not limited to that detailed above (sufficient in the sole

22 judgment of the Contracting Agency) demonstrating compliance with all mandatory and

23 supplemental responsibility criteria. The Contracting Agency reserves the right to request such

24 documentation from other Bidders as well, and to request further documentation as needed to

25 assess Bidder responsibility. The Contracting Agency also reserves the right to obtain

26 information from third-parties and independent sources of information concerning a Bidder's

27 compliance with the mandatory and supplemental criteria, and to use that information in their

28 evaluation. The Contracting Agency may (but is not required to) consider mitigating factors in

29 determining whether the Bidder complies with the requirements of the supplemental criteria.

30

31 The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria

32 shall include any documents or facts obtained by Contracting Agency (whether from the Bidder

33 or third parties) including but not limited to: (i) financial, historical, or operational data from the

34 Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the

35 Bidder has worked, or other public agencies or private enterprises; and (iii) any additional

36 information obtained by the Contracting Agency which is believed to be relevant to the matter.

37

38 If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria

39 above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder

40 in writing, with the reasons for its determination. If the Bidder disagrees with this determination,

41 it may appeal the determination within two (2) business days of the Contracting Agency's

42 determination by presenting its appeal and any additional information to the Contracting

43 Agency. The Contracting Agency will consider the appeal and any additional information before

44 issuing its final determination. If the final determination affirms that the Bidder is not

45 responsible, the Contracting Agency will not execute a contract with any other Bidder until at

46 least two business days after the Bidder determined to be not responsible has received the

47 Contracting Agency's final determination.

48

49 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with

50 concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility

51 Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such

52 requests shall be in writing, describe the nature of the concerns, and propose specific

53 modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no

1 later than five (5) business days prior to the bid submittal deadline and address the request to  
2 the Project Engineer or such other person designated by the Contracting Agency in the Bid  
3 Documents.  
4

5 **1-02.15 Pre Award Information**  
6 (August 14, 2013 APWA GSP)  
7

8 Revise this section to read:  
9

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

- 12 1. A complete statement of the origin, composition, and manufacture of any or all materials to  
13 be used,
- 14 2. Samples of these materials for quality and fitness tests,
- 15 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and  
16 time required for the various phases of the work,
- 17 4. A breakdown of costs assigned to any bid item,
- 18 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 19 6. Obtain, and furnish a copy of, a business license to do business in the city or county where  
20 the work is located.
- 21 7. Any other information or action taken that is deemed necessary to ensure that the bidder is  
22 the lowest responsible bidder.  
23

24 **1-03, AWARD AND EXECUTION OF CONTRACT**

25 **1-03.1 Consideration of Bids**

26 (\*\*\*\*\*)

27 Section 1-03.1 is supplemented with the following:  
28

29  
30 Bidders are notified that all bids are likely to be rejected if the lowest responsive bid  
31 received exceeds the Engineer's estimate by an unreasonable amount. In the event all  
32 bids are rejected for this reason, this project may be deferred for re-advertising for bids until  
33 a more competitive situation exists.  
34

35 The County reserves the right to reject any or all bids, waive informalities and to contract as  
36 the best interests of the County may appear. As per RCW 36.32.256 the County also  
37 reserves the right to select the lowest bidder for each of the different bid items whether it be  
38 the same bidder or not. In determining the lowest responsive bidder, consideration will be  
39 given to prices quoted for each bid item outlined in the proposal.  
40

41 **1-03.4 Contract Bond**

42 (July 23, 2015 APWA GSP)  
43

44 Delete the first paragraph and replace it with the following:  
45

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

- 50 1. Be on Contracting Agency-furnished form(s);

- 1 2. Be signed by an approved surety (or sureties) that:
  - 2 a. Is registered with the Washington State Insurance Commissioner, and
  - 3 b. Appears on the current Authorized Insurance List in the State of Washington published
  - 4 by the Office of the Insurance Commissioner,
- 5 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and
- 6 conditions under the Contract, including but not limited to the duty and obligation to
- 7 indemnify, defend, and protect the Contracting Agency against all losses and claims related
- 8 directly or indirectly from any failure:
  - 9 a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors
  - 10 of the Contractor) to faithfully perform and comply with all contract obligations,
  - 11 conditions, and duties, or
  - 12 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor)
  - 13 to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material
  - 14 person, or any other person who provides supplies or provisions for carrying out the
  - 15 work;
- 16 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project
- 17 under titles 50, 51, and 82 RCW; and
- 18 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the
- 19 bond; and
- 20 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
- 21 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the
- 22 president or vice president, unless accompanied by written proof of the authority of the
- 23 individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of
- 24 attorney, or a letter to such effect signed by the president or vice president).
- 25

## 26 **1-05, CONTROL OF WORK**

### 27 **1-05.7 Removal of Defective and Unauthorized Work**

28 *(October 1, 2005 APWA GSP)*

29  
30 Supplement this section with the following:

31  
32 If the Contractor fails to remedy defective or unauthorized work within the time specified in a  
33 written notice from the Engineer, or fails to perform any part of the work required by the  
34 Contract Documents, the Engineer may correct and remedy such work as may be identified in  
35 the written notice, with Contracting Agency forces or by such other means as the Contracting  
36 Agency may deem necessary.

37  
38 If the Contractor fails to comply with a written order to remedy what the Engineer determines to  
39 be an emergency situation, the Engineer may have the defective and unauthorized work  
40 corrected immediately, have the rejected work removed and replaced, or have work the  
41 Contractor refuses to perform completed by using Contracting Agency or other forces. An  
42 emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy  
43 could be potentially unsafe, or might cause serious risk of loss or damage to the public.

44  
45 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and  
46 remedying defective or unauthorized work, or work the Contractor failed or refused to perform,  
47 shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or  
48 to become due, the Contractor. Such direct and indirect costs shall include in particular, but  
49 without limitation, compensation for additional professional services required, and costs for repair  
50 and replacement of work of others destroyed or damaged by correction, removal, or replacement

1 of the Contractor's unauthorized work.

2  
3 No adjustment in contract time or compensation will be allowed because of the delay in the  
4 performance of the work attributable to the exercise of the Contracting Agency's rights provided  
5 by this Section.

6  
7 The rights exercised under the provisions of this section shall not diminish the Contracting  
8 Agency's right to pursue any other avenue for additional remedy or damages with respect to the  
9 Contractor's failure to perform the work as required.

10  
11 **1-05.13 Superintendents, Labor and Equipment of Contractor**  
12 *(August 14, 2013 APWA GSP)*

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

15  
16 **1-05.15 Method of Serving Notices**  
17 *(March 25, 2009 APWA GSP)*

18 Revise the second paragraph to read:

19  
20 All correspondence from the Contractor shall be directed to the Project Engineer. All  
21 correspondence from the Contractor constituting any notification, notice of protest, notice of  
22 dispute, or other correspondence constituting notification required to be furnished under the  
23 Contract, must be in paper format, hand delivered or sent via mail delivery service to the  
24 Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of  
25 correspondence will not constitute such notice and will not comply with the requirements of the  
26 Contract.

27  
28 **1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

29 **1-07.2 State Taxes**

30 Section 1-07.2 is supplemented with the following:

31  
32 *(March 13, 1995)*

33 The work on this contract is to be performed upon lands whose ownership obligates the  
34 Contractor to collect State sales tax from the Contracting Agency. The provisions of Section 1-  
35 07.2(2) apply.

36  
37 The third paragraph of Section 1-07.2 is revised to read:

38  
39 *(June 27, 2011)*

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

43  
44 **1-07.7 Load Limits**

45 Section 1-07.7 is supplemented with the following:

46  
47 *(\*\*\*\*\*)*

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

49  
50 *(\*\*\*\*\*)*

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

## 4 5 **1-07.9 Wages**

### 6 7 **1-07.9(1) General**

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

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

10  
11 (April 2, 2007)

### 12 **Application of Wage Rates For The Occupation Of Landscape Construction**

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

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

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

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

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

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

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

43  
44 (\*\*\*\*\*)

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

### 48 49 **1-07.11 Requirements For Nondiscrimination**

50 Section 1-07.11 is supplemented with the following:



1 (August 5, 2013)

2 Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order  
3 11246)

- 4
- 5 1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard  
6 Federal Equal Employment Opportunity Construction Contract Specifications set forth  
7 herein.
- 8
- 9 2. The goals and timetables for minority and female participation set by the Office of Federal  
10 Contract Compliance Programs, expressed in percentage terms for the Contractor's  
11 aggregate work force in each construction craft and in each trade on all construction work  
12 in the covered area, are as follows:

13

14 Women - Statewide

15

16 <u>Timetable</u>	17 <u>Goal</u>
18 Until further notice	19 6.9%

20 Minorities - by Standard Metropolitan Statistical Area (SMSA)

21 Spokane, WA:

22 SMSA Counties:

23 Spokane, WA 2.8

24 WA Spokane.

25 Non-SMSA Counties 3.0

26 WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln,  
27 WA Pend Oreille; WA Stevens; WA Whitman.

28

29 Richland, WA

30 SMSA Counties:

31 Richland Kennewick, WA 5.4

32 WA Benton; WA Franklin.

33 Non-SMSA Counties 3.6

34 WA Walla Walla.

35

36 Yakima, WA:

37 SMSA Counties:

38 Yakima, WA 9.7

39 WA Yakima.

40 Non-SMSA Counties 7.2

41 WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.

42

43 Seattle, WA:

44 SMSA Counties:

45 Seattle Everett, WA 7.2

46 WA King; WA Snohomish.

47 Tacoma, WA 6.2

48 WA Pierce.

49 Non-SMSA Counties 6.1

50 WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA  
51 Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA  
52 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.	

7

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.

13

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.

- 25
- 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:

34

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 – 7<sup>th</sup> Street, Suite 18-300  
40 San Francisco, CA 94103(415) 625-7800 Phone  
41 (415) 625-7799 Fax

42

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

- 45
- 46 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered  
47 Area is as designated herein.

48

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

- 51
- 52 1. As used in these specifications:

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

42  
43 Delete this section in its entirety, and replace it with the following:

### 44 45 **1-07.18 Insurance** 46 *(January 4, 2016 APWA GSP)*

#### 47 48 **1-07.18(1) General Requirements**

- 49 A. The Contractor shall procure and maintain the insurance described in all subsections of section  
50 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less  
51 than A-: VII and licensed to do business in the State of Washington. The Contracting Agency

1 reserves the right to approve or reject the insurance provided, based on the insurer's financial  
2 condition.

3  
4 B. The Contractor shall keep this insurance in force without interruption from the commencement  
5 of the Contractor's Work through the term of the Contract and for thirty (30) days after the  
6 Physical Completion date, unless otherwise indicated below.

7  
8 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all  
9 subsequent renewals, shall be no later than the effective date of this Contract. The policy shall  
10 state that coverage is claims made, and state the retroactive date. Claims-made form  
11 coverage shall be maintained by the Contractor for a minimum of 36 months following the  
12 Completion Date or earlier termination of this Contract, and the Contractor shall annually  
13 provide the Contracting Agency with proof of renewal. If renewal of the claims made form of  
14 coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an  
15 extended reporting period ("tail") or execute another form of guarantee acceptable to the  
16 Contracting Agency to assure financial responsibility for liability for services performed.

17  
18 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella  
19 Liability insurance policies shall be primary and non-contributory insurance as respects the  
20 Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance,  
21 self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be  
22 excess of the Contractor's insurance and shall not contribute with it.

23  
24 E. The Contractor shall provide the Contracting Agency and all additional insureds with written  
25 notice of any policy cancellation, within two business days of their receipt of such notice.

26  
27 G. The Contractor shall not begin work under the Contract until the required insurance has been  
28 obtained and approved by the Contracting Agency

29  
30 H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a  
31 material breach of contract, upon which the Contracting Agency may, after giving five business  
32 days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at  
33 its discretion, procure or renew such insurance and pay any and all premiums in connection  
34 therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at  
35 the sole discretion of the Contracting Agency, offset against funds due the Contractor from the  
36 Contracting Agency.

37  
38 I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the  
39 Contract and no additional payment will be made.

40  
41 **1-07.18(2) Additional Insured**

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

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

46  
47 The above-listed entities shall be additional insured(s) for the full available limits of liability  
48 maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are  
49 greater than those required by this Contract, and irrespective of whether the Certificate of  
50 Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those  
51 maintained by the Contractor.



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

4  
5 **1-07.18(3) Subcontractors**

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

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

15  
16 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency  
17 evidence of insurance and copies of the additional insured endorsements of each Subcontractor of  
18 every tier as required in 1-07.18(4) Verification of Coverage.

19  
20 **1-07.18(4) Verification of Coverage**

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

27  
28 Verification of coverage shall include:

- 29 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 30 2. Copies of all endorsements naming Contracting Agency and all other entities listed in  
31 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a  
32 copy of any blanket additional insured clause from its policies instead of a separate  
33 endorsement.
- 34 3. Any other amendatory endorsements to show the coverage required herein.
- 35 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these  
36 requirements – actual endorsements must be submitted.

37  
38 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a  
39 full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this  
40 Project, a full and certified copy of that policy is required when the Contractor delivers the signed  
41 Contract for the work.

42  
43 **1-07.18(5) Coverages and Limits**

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

48  
49 All deductibles and self-insured retentions must be disclosed and are subject to approval by the  
50 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured  
51 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a

1 liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured  
2 retention shall be the responsibility of the Contractor.

3  
4 **1-07.18(5)A Commercial General Liability**

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

10  
11 The Commercial General Liability insurance shall be endorsed to provide a per project general  
12 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

13  
14 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's  
15 completed operations for at least three years following Substantial Completion of the Work.

16  
17 Such policy must provide the following minimum limits:

18	\$1,000,000	Each Occurrence
19	\$2,000,000	General Aggregate
20	\$2,000,000	Products & Completed Operations Aggregate
21	\$1,000,000	Personal & Advertising Injury each offence
22	\$1,000,000	Stop Gap / Employers' Liability each accident

23  
24 **1-07.18(5)B Automobile Liability**

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

28  
29 Such policy must provide the following minimum limit:

30	\$1,000,000	Combined single limit each accident
----	-------------	-------------------------------------

31  
32 **1-07.18(5)C Workers' Compensation**

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

35  
36 **1-08, PROSECUTION AND PROGRESS**

37 **1-08.0 Preliminary Matters**

38 (May 25, 2006 APWA GSP)

39 Add the following new section:

40  
41 **1-08.0(1) Preconstruction Conference**

42 (October 10, 2008 APWA GSP)

43  
44 Prior to the Contractor beginning the work, a preconstruction conference will be held between the  
45 Contractor, the Engineer and such other interested parties as may be invited. The purpose of the  
46 preconstruction conference will be:

- 47 1. To review the initial progress schedule;
- 48 2. To establish a working understanding among the various parties associated or affected by  
49 the work;

3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

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

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

### **1-08.1 Subcontracting**

*(August 24, 2016 APWA GSP)*

Delete the eighth paragraph and replace it with the following:

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

Section 1-08.1 is supplemented with the following:

*(October 12, 1998)*

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

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

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

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

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

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

*(June 27, 2011)*

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

1 **Requirements**

- 2 1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not  
3 later than ten (10) days after receipt of payment from the Contracting Agency for work  
4 satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's  
5 interest therein.
- 6
- 7 2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor  
8 shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
- 9
- 10 3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when  
11 all task and requirements of the Subcontract have been accomplished and including  
12 any required documentation and material testing.
- 13
- 14 4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may  
15 result in one or more of the following:
- 16
- 17 a. Withholding of payments until the Prime Contractor or Subcontractor complies
  - 18
  - 19 b. Failure to comply shall be reflected in the Prime Contractor's Performance  
20 Evaluation
  - 21
  - 22 c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
  - 23
  - 24 d. Other sanctions as provided by the subcontractor or by law under applicable  
25 prompt pay statutes.
- 26

27 **Conditions**

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

32

33 **Payment**

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

36

37 **1-08.3 Progress Schedule**

38 (\*\*\*\*\*)

39 Section 1-08.3 is changed as follows:

40 The first paragraph is deleted.

41

42 The second paragraph is revised to read as follows:

43

44

45 The progress schedule shall be submitted to the Engineer at least two (2) working days  
46 prior to the preconstruction conference. This schedule and any supplemental schedule  
47 shall show: (1) physical completion of all work within the specified contract time, (2) the  
48 proposed order of work, and (3) projected starting and completion times for major phases of  
49 the work and for the total project.

50

51 The Contractor shall use a critical path diagram, bar graph, or similar type method to  
52 develop the schedule.

53

1 The Contractor shall provide both paper and electronic copies of the schedule when  
2 requested.

3  
4 The third paragraph is deleted.

### 5 **Contractor's Weekly Activities**

6 (\*\*\*\*\*)

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

11  
12  
13 The written weekly activity schedule shall be submitted to the Engineer or a designated  
14 assistant before the end of the last shift on the next to the last working day of the week  
15 preceding the indicated activities, or other mutually agreeable time.

16  
17 If the Contractor proceeds with work not indicated on the weekly activity schedule, or in a  
18 sequence differing from that which has been shown on the schedule, the Engineer may  
19 require the Contractor to delay unscheduled activities until they are included on a  
20 subsequent weekly activity schedule.

21  
22 Separately, and in addition to the weekly schedule, the Contractor shall submit weekly a  
23 summary of project activities to the Engineer. The summary of activities shall include a  
24 report of the nature and progress of each of the major activities that were advanced on the  
25 project within the previous week.

## 26 **1-08.4 Prosecution of Work**

27  
28 Delete this section and replace it with the following:

### 29 **1-08.4 Notice to Proceed and Prosecution of Work** 30 *(July 23, 2015 APWA GSP)*

31  
32 Notice to Proceed will be given after the contract has been executed and the contract bond and  
33 evidence of insurance have been approved and filed by the Contracting Agency. The  
34 Contractor shall not commence with the work until the Notice to Proceed has been given by the  
35 Engineer. The Contractor shall commence construction activities on the project site within ten  
36 days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall  
37 diligently pursue the work to the physical completion date within the time specified in the  
38 contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the  
39 Contractor of the responsibility to complete the work within the time(s) specified in the contract.  
40  
41

42  
43 When shown in the Plans, the first order of work shall be the installation of high visibility fencing  
44 to delineate all areas for protection or restoration, as described in the Contract. Installation of  
45 high visibility fencing adjacent to the roadway shall occur after the placement of all necessary  
46 signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing,  
47 the Contractor shall request the Engineer to inspect the fence. No other work shall be  
48 performed on the site until the Contracting Agency has accepted the installation of high visibility  
49 fencing, as described in the Contract.

## 50 **1-08.5 Time for Completion**

51 Section 1-08.5 is supplemented with the following:  
52  
53

1 (\*\*\*\*\*)

2 All Crushed Screenings and Crushed Surfacing Top Course shall be manufactured by May  
3 4, 2018.

4  
5 **1-08.8 Extensions of Time**

6 (\*\*\*\*\*)

7 Section 1-08.8 is deleted and replaced with the following:

8  
9 No Extensions of Time will be considered.

10  
11 **1-08.9 Liquidated Damages**

12 (\*\*\*\*\*)

13 Paragraph two of Section 1-08.9 is deleted and replaced with the following:

14  
15 The Contractor agrees to pay \$500.00 per day for each day beyond the physical completion date  
16 of June 1, 2018 for the Crushed Screenings quantities.

17  
18 **1-09, MEASUREMENT AND PAYMENT**

19 **1-09.2 Weighing Equipment**

20  
21 **1-09.2(1) General Requirements for Weighing Equipment**

22 Section 1-09.2(1) is revised to read as follows:

23  
24 (January 3, 2011)

25 Unless otherwise specified any highway or bridge construction materials to be proportioned  
26 or measured and paid for by weight, shall be weighed on scales. The Contractor shall  
27 provide, set up, operate and maintain the scales necessary to perform the weighing or shall  
28 designate permanently installed, certified commercial scales for the purpose. Each truck  
29 to be weighed shall bear a unique identification number. This number shall be legible and  
30 in plain view of both the scale operator and the person receiving the material at the jobsite.

31  
32 Scales provided or designated by the Contractor shall be accurate to within one-half of one  
33 percent of the correct weight throughout the range of use. If platform scales are used, each  
34 platform scale shall be able to weigh the entire hauling vehicle or combination of connected  
35 vehicles at one time. No part of the vehicle or vehicle combination will be permitted off the  
36 platform as it is weighed.

37  
38 An agent of the scale manufacturer shall test and service any scale before its use at each  
39 new site and then at 6-month intervals. The Contractor shall provide the Engineer a copy  
40 of the final results after each test.

41  
42 All initial weighing at the dispatch site or at another site approved by the Engineer shall be  
43 performed by a Contractor employee or by another person designated by the Contractor.  
44 The designated weigher shall prepare a weigh or load ticket to accompany each load. Each  
45 ticket shall contain the truck identification number, the date and time of weighing the load,  
46 a description of the material being weighed and the signature or initials of the weigher.

47  
48 Each weigh or load ticket shall also contain a determination of the net weight of the load.  
49 This shall be a reading from any device which weighs as material is loaded or a calculation  
50 including gross weight and tare weight when the method of loading does not include  
51 weighing. It shall also identify the weighed material. When used, tare weights shall be taken

1 of each hauling vehicle at least once each day. The ticket shall be provided to the inspector  
2 at the jobsite immediately after the material is delivered. A record of each day's tare weights  
3 shall be furnished to the Project Engineer daily using Form 422-027 EF, or on an alternate  
4 form approved by the Project Engineer.

5  
6 The vehicle operator shall deliver the ticket to the material receiver at the material delivery  
7 point. The material delivery point is defined as the location where the material is  
8 incorporated into the permanent work.

9  
10 Except as noted below, all weighing shall be subject to confirmation testing through random  
11 checks made with a second, separate scale. The secondary scale shall be described in  
12 the contract provisions, either as a designated independent commercial scale or as a  
13 platform scale installed by the Contractor at a location named in the provisions. The  
14 inspector will select loaded trucks at random and weigh them with the secondary scale. The  
15 same trucks will be weighed empty when the tested load has been delivered.

16  
17 The frequency of confirmation testing will be such that at least one test weekly is performed  
18 for each weighed contract item of work being performed during that week.  
19 Confirmation testing will not be routinely conducted for small quantities of weighed material.  
20 A small quantity shall be defined as one who's estimated proposal quantity, multiplied by  
21 its unit price, has a value of less than \$20,000. The inspector may choose to apply  
22 confirmation testing to a minor quantity item if, in the inspector's judgment, there is reason  
23 to suspect that the ticket weight might be incorrect.

#### 24 25 **1-09.2(5) Measurement**

26 Section 1-09.2(5) is revised to read as follows:

27  
28 (January 3, 2011)

29 If confirmation testing shows the initial scale has been underweighing, the on-site representative  
30 of the Contractor shall be notified. The Contractor shall not be compensated for any loss from  
31 underweighing.

32  
33 If the initial scale has been overweighing, the on-site representative of the Contractor shall be  
34 notified and the Contracting Agency will calculate a price adjustment as follows:

35  
36 The combined weight of all materials weighed after the last test showing accurate results  
37 through the load preceding the next confirmation test shall be calculated. This combined  
38 weight will then be reduced by the percentage of weighing error that exceeds one-half of  
39 one percent. If subsequent confirmation tests continue to show overweighing, then the  
40 highest correction factor calculated from all tests shall be applied to all loads weighed after  
41 the last successful test and before a new confirmation test that shows accurate results.

42  
43 If the specifications and plans require weight measurement for minor construction items, the  
44 Contractor may request permission to convert volume to weight. If the Engineer approves, an  
45 agreed factor may be used to make this conversion.

#### 46 47 **1-09.2(6) Payment**

48 Section 1-09.2(6) is revised to read as follows:

49  
50 (January 3, 2011)

51 Unless otherwise specified, the Contracting Agency will pay for no materials received by  
52 weight unless they have been weighed in accordance with the requirements of this section.

1 Unit contract prices for the various pay items of the project cover all costs related to  
2 weighing and proportioning materials for payment. These costs include those for  
3 furnishing, installing, certifying, maintaining and operating scales for initial weighing, those  
4 for extra haul distance and time involved in complying with confirmation testing  
5 requirements, and those for any other related item specified in this section.

### 6 7 **1-09.9(1) Retainage**

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

9  
10 **Retainage of 5 percent shall be as required by RCW 60.28.011.**

## 11 **1-09.11 Disputes and Claims**

### 12 13 **1-09.11(3) Time Limitation and Jurisdiction**

14 *(July 23, 2015 APWA GSP)*

15  
16  
17 Revise this section to read:

18  
19 For the convenience of the parties to the Contract it is mutually agreed by the parties that any  
20 claims or causes of action which the Contractor has against the Contracting Agency arising  
21 from the Contract shall be brought within 180 calendar days from the date of final acceptance  
22 (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any  
23 such claims or causes of action shall be brought only in the Superior Court of the county where  
24 the Contracting Agency headquarters is located, provided that where an action is asserted  
25 against a county, RCW 36.01.05 shall control venue and jurisdiction. The parties understand  
26 and agree that the Contractor's failure to bring suit within the time period provided, shall be a  
27 complete bar to any such claims or causes of action. It is further mutually agreed by the parties  
28 that when any claims or causes of action which the Contractor asserts against the Contracting  
29 Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the  
30 Contractor shall permit the Contracting Agency to have timely access to any records deemed  
31 necessary by the Contracting Agency to assist in evaluating the claims or action.

## 32 33 **1-09.13 Claims Resolution**

### 34 35 **1-09.13(3) Claims \$250,000 or Less**

36 *(October 1, 2005 APWA GSP)*

37  
38 Delete this Section and replace it with the following:

39  
40 The Contractor and the Contracting Agency mutually agree that those claims that total  
41 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by  
42 nonbinding ADR processes, shall be resolved through litigation unless the parties mutually  
43 agree in writing to resolve the claim through binding arbitration.

### 44 45 **1-09.13(3)A Administration of Arbitration**

46 *(July 23, 2015 APWA GSP)*

47  
48 Revise the third paragraph to read:

49  
50 The Contracting Agency and the Contractor mutually agree to be bound by the decision of the  
51 arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the  
52 Superior Court of the county in which the Contracting Agency's headquarters is located,  
53 provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05



1 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the  
2 specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a  
3 basis for decisions.  
4

5 **1-09.13(4) Claims in Excess of \$250,000**

6  
7 Section 1-09.13(4) is hereby deleted.  
8

9 **CLAIMS RESOLUTION**

10 (\*\*\*\*\*)

11 Any dispute arising from the contract shall be processed in accordance with Section 1-04.5 and  
12 Sections 1-09.11 through 1-09.13(1) of the Standard Specifications. The provisions of these  
13 sections must be complied with in full as a condition precedent to the Contractor's right to seek  
14 claims resolution through arbitration or litigation. The Contractor may file with the Engineer a  
15 request for binding arbitration; the Engineer's decision regarding that request shall be final and  
16 unappealable. Nothing in this paragraph affects or tolls the limitations period as set forth in  
17 Section 1-09.11(3) of the Standard Specifications. However, if the Contractor files a lawsuit  
18 raising any claim(s) arising from the contract, the parties shall, if the Engineer so directs, submit  
19 such claim(s) to binding arbitration, subject to the rights of any party thereto to file with the Lewis  
20 County Superior Court motions to dismiss or for summary judgment at any time. In any binding  
21 arbitration proceeding, the provisions of subparagraphs (a) and (b) shall apply.  
22

23 a) Unless the parties otherwise agree, all disputes subject to arbitration shall be heard in a  
24 single arbitration hearing, and then only after completion of the contract. The parties  
25 shall be bound by Ch. 7.04 RCW generally, and by the arbitration rules hereafter stated,  
26 and shall, for purposes of administration of the arbitration, comply where applicable with  
27 the 1994 Lewis County Superior Court Mandatory Arbitration Rules (LMAR) sections  
28 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,  
29 6.2 (including the referenced MAR 6.2), and 8.6. There shall be one arbitrator, to be  
30 chosen by mutual agreement of the parties from the list provided by the Lewis County  
31 Superior Court Administrator. If the parties cannot agree on a person to serve as  
32 arbitrator, the matter shall be submitted for appointment of an arbitrator under LMAR  
33 2.3. The arbitrator shall determine the scope and extent of discovery, except that the  
34 Contractor shall provide and update the information required by Section 1-09.11(2) of  
35 the Standard Specifications. Additionally, each party shall file a statement of proof with  
36 the other party and the arbitrator at least 20 calendar days before the scheduled  
37 arbitration hearing. The statement of proof shall include:  
38

- 39 1. The name, business address and contact telephone number of each witness who  
40 will testify at the hearing.  
41
- 42 2. For each witness to be offered as an expert, a statement of the subject matter and a  
43 statement of the facts, resource materials (not protected by privilege) and learned  
44 treatises upon which the expert is expected to testify and render an opinion(s),  
45 synopsis of the basis for such opinion(s), and a resume of the expert detailing  
46 his/her qualifications as an expert and pursuant to rendering such opinion(s). A list  
47 of documents and other exhibits the party intends to offer in evidence at the  
48 arbitration hearing. Either party may request a copy of any document listed, and a  
49 copy or description of any other exhibit listed. The party receiving the request shall  
50 provide the copies or description within five (5) calendar days. The parties or  
51 arbitrator may subpoena parties in accordance with the Superior Court Mandatory  
52 Arbitration Rules (MAR) of Washington, Rule 4.3, and witness fees and costs shall  
53 be provided for under Rule 6.4, thereof. The arbitrator may permit a party to call a

witness or offer a document or other exhibit not included in the statement of proof only upon a showing of good cause.

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

### **DIVISION 3 PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING**

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

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

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

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

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

No source has been provided for any materials necessary for the completion of this contract. The Contractor shall be responsible for obtaining all necessary permits in regard to this Contract.

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

The Contractor hereby grants the Contracting Agency and/or its authorized contractors the right of ingress and egress and to enter upon the crusher site at times listed as hours of work in the progress schedule until the completion of this contract.

#### **3-04, ACCEPTANCE OF AGGREGATE**

##### **3-04.3 Construction Requirements**

Section 3-04.3 is supplemented with the following:

###### **3-04.3(1) General**

Section 3-04.3(1) is supplemented with the following:

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

**Only nonstatistical acceptance sampling and testing shall be performed.**

###### **3-04.3(2) Point of Acceptance**

Section 3-04.3(2) is supplemented with the following:

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

The Contractor shall, at no expense to the Contracting Agency, provide the services of an independent State Certified testing lab to sample each 1,000 ton of crushed screenings and every 2,000 tons for Crushed Surfacing Top Course stockpiled at the pit site for preliminary

1 approval. Upon review and approval of the independent testing lab's results, the County's  
2 representative will test and verify that the product meets the Specifications to be approved for  
3 delivery. Stockpiled material (or Lot) for preliminary approval shall be kept separate as  
4 described above until the material has been approved for delivery. See "Sampling" in this  
5 Section.

6  
7 **(\*\*\*\*\*)**

8 All Crushed Screenings and Crushed Surfacing Top Course tested by the County and approved  
9 to load for delivery at the pit site shall be weighed, as per Section 1-09 of these Special  
10 Provisions, as described in Section 1-08.5 of these Special Provisions, or as directed by the  
11 Engineer. When hauling is performed by the Contracting Agency, the Contractor shall load  
12 Crushed Screenings and Crushed Surfacing Top Course in Contracting Agency provided trucks.

13  
14 **(\*\*\*\*\*)**

15 **Alternate "Hauling" per ton**

16 In the event County hauling vehicles are not available, the Contractor shall be responsible for  
17 hauling material and stockpiling with their equipment to the various locations listed in the  
18 Proposal. Only end-dump trucks and pup trailers will be allowed for delivery to stockpile sites. **No  
19 belly dumps will be allowed for stockpiling use – The Contractor will be responsible for  
20 stockpiling delivered aggregates for future use.** The acceptance point for the **Contractor  
21 hauled** finished product per ton shall be at Lewis County stockpile site.

22  
23 Availability to Lewis County stockpile sites shall be 6:30 am – 3:30 pm (strictly enforced) Monday  
24 through Thursday excluding Lewis County recognized holidays. Friday delivery may be possible  
25 with coordination and approval by the Engineer. The Contractor will be required to schedule  
26 with the County's representative delivery times for each stockpile they intend to deliver to for  
27 any workday. A workday is described as a scheduled delivery day by the Contractor for on-site  
28 inspection. The Contractor shall give the County such notice 48 hours in advance of delivery  
29 date so the County can arrange for the on-site inspector. Any cancelation of delivery must occur  
30 24 hours in advance of scheduled delivery. See Appendix B, Stockpile Rock Quantities.

31  
32 **3-04.3(3) Sampling**

33 Section 3-04.3(3) is supplemented with the following:

34  
35 The initial tests and verification test shall be done with Lewis County's materials representative  
36 present so that the samples may be split for each representative.

37  
38 **3-04.3(4) Testing Results**

39 Section 3-04.3(4) is supplemented with the following:

40  
41 The test results for any lot with greater than 1% passing on the No. 200 for 3/8 to No. 4 and 1/2  
42 to No. 4 Crushed Screenings specifications in these Special Provisions 9-03.4(2) shall be  
43 rejected. All other screens may have a 5% tolerance for 3/8 to No. 4 and 1/2 to No. 4 Crushed  
44 Screenings specifications in these Special Provisions 9-03.4(2).

45  
46 **3-04.3(7)C Rejection Without Testing**

47 Section 3-04.3(7)C is supplemented with the following:

48  
49 **3-04.3(7)C is Deleted.**

50  
51 **3-04.4 Measurement**

52 Section 3-02.4 is supplemented with the following:

1 (\*\*\*\*\*)

2 "1/2 - No. 4 Crushed Screenings" will be measured per ton.

3  
4 All costs related to "1/2 - No. 4 Crushed Screenings" per ton shall include all equipment, labor  
5 and incidentals necessary to crush, stockpile material at pit site and load in Contracting Agency  
6 vehicles.

7  
8 "3/8 - No. 4 Crushed Screenings" will be measured per ton.

9  
10 All costs related to "3/8 - No. 4 Crushed Screenings" per ton shall include all equipment, labor  
11 and incidentals necessary to crush, stockpile material at pit site and load in Contracting Agency  
12 vehicles.

13  
14 "Crushed Surfacing Top Course" (CSTC) will be measured per ton.

15  
16 All costs related to "CSTC" per ton shall include all equipment, labor and incidentals necessary  
17 to crush, stockpile material at pit site and load in Contracting Agency vehicles.

18  
19 "Hauling" will be measured per ton.

20  
21 All costs related to "Hauling" shall be included in the unit price per ton and shall include all  
22 equipment, labor and incidentals necessary to transport material and stockpile to the various  
23 locations listed in Appendix B.

### 24 25 **3-04.5 Payment**

26 Section 3-02.5 is supplemented with the following:

27  
28 (\*\*\*\*\*)

29 Payment will be made in accordance with Section 1-04.1 for each of the following Bid items that  
30 are included in the Proposal:

31  
32 "1/2 - No. 4 Crushed Screenings" per ton.

33  
34 "3/8 - No. 4 Crushed Screenings" per ton.

35  
36 "Crushed Surfacing Top Course" (CSTC) per ton.

37  
38 "Hauling" per ton.

## 39 40 **DIVISION 9** 41 **MATERIALS**

### 42 43 **9-03, AGGREGATES**

#### 44 **9-03.4 Aggregate for Bituminous Surface Treatment**

##### 45 46 **9-03.4(2) Grading and Quality**

47  
48 Section 9-03.4(2) is supplemented with the following:

49  
50 (\*\*\*\*\*)

51 Crushed Screenings Percent Passing is revised to read:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11

**Crushed Screenings  
Percent Passing  
1/2" – No.4**

5/8" square	99-100
1/2" square	90-100
3/8" square	60-85
No. 4	0-3
No. 200	0-1.0

12 All percentages are by weight.

13  
14 **The fracture requirements shall be at least two (2) fractured faces on 95% and will apply**  
15 **to the combined aggregate retained on the U.S. No. 4 sieve and above.**

16  
17  
18  
19  
20

**Crushed Screenings  
Percent Passing  
3/8" – No.4**

1/2" square	99-100
3/8" square	70-90
No. 4	0-5
No. 200	0-1.0

25 All percentages are by weight.

26  
27  
28 **The fracture requirements shall be at least two (2) fractured faces on 95% and will apply**  
29 **to the combined aggregate retained on the U.S. No. 4 sieve and above.**

30  
31 **POWER EQUIPMENT**

32 (\*\*\*\*\*)

33  
34 The successful bidder will be required to furnish the County a list of all equipment that they  
35 anticipate utilizing on this project.

36  
37 The bidder's attention is directed to the attached Power Equipment Form, which the successful  
38 bidder will be required to complete and return with the contract documents. This information will  
39 enable hourly rental rates to be computed by the County, utilizing the "Rental Rate Blue Book for  
40 Construction Equipment". No payment for any force account work will be allowed until this form  
41 has been returned and accepted by the County.

42  
43 **E-VERIFY**

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

45  
46 "Effective June 21<sup>st</sup>, 2010, all contracts with a value of ≥ \$100,000 shall require that the awarded  
47 contractor register with the Department of Homeland Security E-Verify program. Contractors shall  
48 have sixty days after the execution of the contract to register and enter into a Memorandum of  
49 Understanding (MOU) with the Department of Homeland Security (DHS) E-Verify program. After  
50 completing the MOU the contractor shall have an additional sixty days to provide a written record on  
51 the authorized employment status of their employees and those of any sub-contractor(s) currently

1 assigned to the contract. Employees hired during the execution of the contract and after submission  
2 of the initial verification will be verified to the county within 30 days of hire, as reported from the E-  
3 Verify program. The contractor will continue to update the County on all corrective actions required  
4 and changes made during the performance of the contract.”  
5

## 6 **BOND**

7 (\*\*\*\*\*)

8  
9 The Bidder's special attention is directed to the attached bond form, which the successful bidder  
10 will be required to execute and furnish the County. **NO OTHER BOND FORMS WILL BE**  
11 **ACCEPTED.** The bond shall be for the full amount of the contract.  
12

## 13 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY**

14 (\*\*\*\*\*)

15  
16 On or before the 5th day of each calendar month during the term of this contract, the Contracting  
17 Agency shall prepare monthly Progress Payments for work completed and material furnished.  
18 Payment cut-off period shall be the last day of the month. If the Contractor agrees, the Contractor  
19 will approve the Progress Payment and return the estimate to the Contracting Agency by the 15<sup>th</sup>  
20 day of that same calendar month. The Contracting Agency shall prepare a voucher based upon  
21 the approved Progress Payment and payment based thereon shall be due the Contractor near the  
22 10<sup>th</sup> day of the next calendar month. Material Supply contracts involving delivery of prefabricated  
23 material or stockpile material only (no physical work on Contracting Agency property) may be  
24 reimbursed via Contractor generated invoices upon written approval by the Engineer.  
25 Reimbursement by invoice shall not be subject to late charges listed on the Contractor's standard  
26 invoice form.  
27

28 When the Contractor reports the work is completed he/she shall then notify the Contracting  
29 Agency. The Contracting Agency shall inspect the work and report any deficiencies to the  
30 Contractor. When the Contracting Agency is satisfied the work has been completed in accordance  
31 with all plans and specifications, the Contracting Agency shall then accept the work.  
32

33 Upon completion of all work described in this Contract, the Contracting Agency shall prepare a  
34 Final Progress Payment and Final Contract Voucher for approval by the Contractor and processing  
35 for final payment. Release of the Contract Bond will be 60 days following Contracting Agency Final  
36 Acceptance of Contract, provided the conditions of Section 1-03.4 and Section 1-07.2 of these  
37 Special Provisions have been satisfied.  
38  
39

## **APPENDICES**

(July 12, 1999)

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

\*\*\*\*\* APPENDIX A:  
Bid Proposal Documents

APPENDIX B:  
Contract Documents \*\*\*\*\*





# **APPENDIX A**

## **BID PROPOSAL DOCUMENTS**

### **INCLUDING:**

**Notice to Contractor**

**Proposal Form**

**Stockpile Sites / Location**

**Non-Collusion Declaration**

**Proposal Signature Page**

**Certification of Compliance**





## Lewis County Department of Public Works

Erik P. Martin, PE, Director

Tim Fife, PE, 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, February 13, 2018**, at the Lewis County Courthouse, Chehalis, Washington, for the 2018 Rock Proposal. This contract provides for the production, delivery and stockpiling of **\*\*\* Crushed Screenings and Crushed Surfacing Top Course, \*\*\*** 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, February 13, 2018**

(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 2018 ROCK PROPOSAL, TO BE OPENED ON OR AFTER 11:00 A.M. ON FEBRUARY 13, 2018."**

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/](http://www.lewiscountywa.gov/).

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 2018 Rock Proposal and locations, 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 schedules 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.

ITEM NO.	PRODUCT	APPROX. QUANTITY (TONS)	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
<b>1/2 - No.4 CRUSHED SCREENINGS</b>				
	STOCKPILE SITE	STOCKPILE NO.		
1A	MINERAL - A7	7-54	820	\$
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>
1B	HAULING	7-54	PER TON	-----
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>
<b>3/8 - No.4 CRUSHED SCREENINGS</b>				
	STOCKPILE SITE	STOCKPILE NO.		
2A	AGATE - A1	1-23	1,270	\$
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>
2B	HAULING	1-23	PER TON	-----
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>
3A	LINCOLN CREEK - A1	1-40	809	\$
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>
3B	HAULING	1-40	PER TON	-----
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>
4A	BUNKER - A2	2-03	369	\$
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>
4B	HAULING	2-03	PER TON	-----
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>

**3/8 - No.4 CRUSHED SCREENINGS (CONTINUED)**

	STOCKPILE SITE	STOCKPILE NO.			
5A	MESKILL - A2	2-53	989	\$	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
5B	HAULING	2-53	PER TON	-----	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
6A	PLEASANT VALLEY - A3	3-03	3,291	\$	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
6B	HAULING	3-03	PER TON	-----	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
7A	OLD VEGETATION - A3	3-23	3,292	\$	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
7B	HAULING	3-23	PER TON	-----	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
8A	DROP BOX - A3	3-74	278	\$	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
8B	HAULING	3-74	PER TON	-----	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
9A	TOLEDO - A5	5-03	609	\$	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
9B	HAULING	5-03	PER TON	-----	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
10A	LARSON - A6	6-03	392	\$	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
10B	HAULING	6-03	PER TON	-----	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
11A	MINERAL - A7	7-53	1,820	\$	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
11B	HAULING	7-53	PER TON	-----	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$

CRUSHED SURFACING TOP COURSE (CSTC)					
	STOCKPILE SITE	STOCKPILE NO.			
12A	ASHFORD - A7	7-60	4,000	\$	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
12B	HAULING	7-60	PER TON	-----	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$

**Note:**

- (1) Combined bid item totals are not required.
- (2) The Contractor may bid any selected bid item and strike thru dollar column (diagonally) for uninterested bid items.
- (3) See Special Provision 1-03.1. As per RCW 36.32.256 the County reserves the right to select the lowest bidder for each of the different bid items whether it be the same bidder or not, or to be most advantageous to Lewis County.
- (4) The sum of the haul cost, rock price, and sales tax will be use in the determination of low bid.

<b>STOCKPILE ROCK QUANTITIES</b>		
<b>"A"= AREA (IE; A1,A2,A3,A5, &amp; A7)</b>		
STOCKPILE SITE	ADDRESS	QUANTITY (TONS)
SECTION - TOWNSHIP - RANGE	LOCATION ( LATITUDE ; LONGITUDE )	STOCKPILE NO.
<b>CHIPSEAL AGGREGATE (1/2 - #4 CRUSHED SCREENINGS)</b>		
MINERAL - A7	400 BLOCK MINERAL CREEK RD., MINERAL	820
10-14N-05E	LATITUDE- 46°42'32"N ; LONGITUDE- 122°09'33"W	7-54
<b>1/2 - #4 CRUSHED SCREENINGS TOTAL</b>		<b>820</b>
<b>CHIPSEAL AGGREGATE (3/8 - #4 CRUSHED SCREENINGS)</b>		
AGATE - A1	900 BLOCK NORTH FORK ROAD, CHEHALIS	1,270
10-13N-01W	LATITUDE- 46°37'38"N ; LONGITUDE- 122°47'32"W	1-23
LINCOLN CREEK - A1	2100 BLOCK LINCOLN CREEK RD, CENTRALIA	809
33-15N-04W	LATITUDE- 46°44'09"N ; LONGITUDE- 123°11'49"W	1-40
BUNKER - A2	307 SPOONER ROAD , CHEHALIS	369
7-13N-03W	LATITUDE- 46°37'33"N ; LONGITUDE- 123°05'50"W	2-03
MESKILL - A2	500 BLOCK MESKILL ROAD, BOISTFORT	989
10-13N-04W	LATITUDE- 46°38'03"N ; LONGITUDE- 123°09'59"W	2-53
PLEASANT VALLEY - A3	111 PLEASANT VALLEY ROAD, WINLOCK	3,291
9-12N-02W	LATITUDE- 46°32'36"N ; LONGITUDE- 122°56'15"W	3-03
OLD VEGETATION - A3	187 KIRKLAND ROAD, NAPAVINE	3,292
14-13N-02W	LATITUDE- 46°36'19"N ; LONGITUDE- 122°53'50"W	3-23
DROP BOX - A3	1100 BLOCK WINLOCK-VADER ROAD, WINLOCK	278
8-11N-02W	LATITUDE- 46°26'54"N ; LONGITUDE- 122°57'51"W	3-74
TOLEDO - A5	100 BLOCK COLLINS ROAD, TOLEDO	609
16-11N-01W	LATITUDE- 46°26'21"N ; LONGITUDE- 122°49'32"W	5-03
LARSON - A5	500 BLOCK LARSON ROAD, MOSSYROCK	392
1-12N-02E	LATITUDE- 46°33'31"N ; LONGITUDE- 122°29'28"W	6-03
MINERAL - A7	400 BLOCK MINERAL CREEK RD., MINERAL	1,820
10-14N-05E	LATITUDE- 46°42'32"N ; LONGITUDE- 122°09'33"W	7-53
<b>3/8 - #4 CRUSHED SCREENINGS TOTAL</b>		<b>13,119</b>
<b>CRUSHED SURFACING TOP COURSE (CSTC)</b>		
ASHFORD - A7	56325 KERNAHAN RD. E., ASHFORD	4,000
31-15N-07E	LATITUDE- 46°44'48"N ; LONGITUDE- 121°58'52"W	7-60
<b>CRUSHED SURFACING TOP COURSE TOTAL</b>		<b>4,000</b>



## **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

\_\_\_\_\_

\_\_\_\_\_

Aggregate Source I.D. No.

\_\_\_\_\_

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



## Lewis County Department of Public Works

Erik P. Martin, PE, Director

Tim Fife, PE, County Engineer

### Certification of Compliance with Wage Payment Statutes

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

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

\_\_\_\_\_  
Bidder's Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

Check One:

Sole Proprietorship  Partnership  Joint Venture  Corporation

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

\_\_\_\_\_

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

\_\_\_\_\_

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



# **APPENDIX B**

## **CONTRACT DOCUMENTS**

### **INCLUDING:**

**Contract Form**

**Contract Bond**

**Power Equipment List**



## CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2018, 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 production of Crushed Screenings and Crushed Surfacing Top Course, and alternate stockpiling and delivery, 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: \_\_\_\_\_, 2018

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. (506 Pits & Quarries), 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 2018 Rock Proposal, 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. (506 Pits & Quarries), between the below-named Contractor and County for the 2018 Rock Proposal, 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/](http://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)

By: \_\_\_\_\_  
(Signature of authorized signer for Contractor)

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

\_\_\_\_\_  
(Type or print name of signer for Contractor)

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

\_\_\_\_\_  
(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 →**



