

Lewis County
Department of Public Works
Engineering Division

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

**Lincoln Creek Rd
Stockpile & Fill Site
Project**

County Project No. CMP 1701-91015

April, 2018

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



BOARD OF COUNTY COMMISSIONERS

Edna Fund, District No. 1
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6

1 **INTRODUCTION**

2 The following Amendments and Special Provisions shall be used in conjunction with the 2018
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, the
9 date following each Amendment title indicates the implementation date of the Amendment or the
10 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 2, 2018

17 **1-02.6 Preparation of Proposal**

18 Item number 1 of the second paragraph is revised to read:

- 19
20 1. A unit price for each item (omitting digits more than two places to the right of the decimal
21 point),

22
23 In the third sentence of the fourth paragraph, "WSDOT Form 422-031" is revised to read "WSDOT
24 Form 422-031U".

25
26 The following is inserted after the third sentence of the fourth paragraph:

27
28 Bidders shall submit a UDBE Broker Agreement documenting the fees or commissions charged
29 by the Broker for any Broker listed on the UDBE Utilization Certification in accordance with the
30 Special Provisions. Bidders shall submit a completed UDBE Trucking Credit Form for each
31 UDBE Trucking firm listed on the UDBE Utilization Certification in accordance with the Special
32 Provisions. WSDOT Form 272-058 is available for this purpose.

33
34 The following new paragraph is inserted before the last paragraph:

35
36 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
37 Compliance form (WSDOT Form 272-009). Failure to return this certification as part of the Bid
38 Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor
39 Certification of Wage Law Compliance form is included in the Proposal Forms.

40
41 **1-02.13 Irregular Proposals**

42 Item 1(h) is revised to read:

- 43
44 h. The Bidder fails to submit Underutilized Disadvantaged Business Enterprise Good Faith
45 Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation
46 that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of
47 Award was made;

1
2 Item 1(i) is revised to read the following three items:

- 3
4 i. The Bidder fails to submit an Underutilized Disadvantaged Business Enterprise Trucking
5 Credit Form, if applicable, as required in Section 1-02.6, or if the Form that is submitted
6 fails to meet the requirements of the Special Provisions;
- 7
8 j. The Bidder fails to submit an Underutilized Disadvantaged Business Enterprise Broker
9 Agreement, if applicable, as required in Section 1-02.6, or if the documentation that is
10 submitted fails to demonstrate that the fee/commission is reasonable as determined by the
11 Contracting Agency; or
- 12
13 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material
14 terms of the Bid invitation.
- 15

16 **SECTION 1-05, CONTROL OF WORK**

17 April 2, 2018

18 **1-05.9 Equipment**

19 The following new paragraph is inserted before the first paragraph:

20
21 Prior to mobilizing equipment on site, the Contractor shall thoroughly remove all loose dirt and
22 vegetative debris from drive mechanisms, wheels, tires, tracks, buckets and undercarriage. The
23 Engineer will reject equipment from the site until it returns clean.

24
25 This section is supplemented with the following:

26
27 Upon completion of the Work, the Contractor shall completely remove all loose dirt and
28 vegetative debris from equipment before removing it from the job site.

29

30 **SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

31 April 2, 2018

32 **1-07.5 Environmental Regulations**

33 This section is supplemented with the following new subsections:

34
35 **1-07.5(5) U.S. Army Corps of Engineers**

36 When temporary fills are permitted, the Contractor shall remove fills in their entirety and the
37 affected areas returned to pre-construction elevations.

38
39 If a U.S. Army Corps of Engineers permit is noted in Section 1-07.6 of the Special Provisions,
40 the Contractor shall retain a copy of the permit or the verification letter (in the case of a
41 Nationwide Permit) on the worksite for the life of the Contract. The Contractor shall provide
42 copies of the permit or verification letter to all subcontractors involved with the authorized work
43 prior to their commencement of any work in waters of the U.S.

44
45 **1-07.5(6) U.S. Fish/Wildlife Services and National Marine Fisheries Service**

46 The Contracting Agency will provide fish exclusion and handling services if the Work dictates.
47 However, if the Contractor discovers any fish stranded by the project and a Contracting Agency

1 biologist is not available, they shall immediately release the fish into a flowing stream or open
2 water.

3
4 **1-07.5(1) General**

5 The first sentence is deleted and replaced with the following:

6
7 No Work shall occur within areas under the jurisdiction of resource agencies unless authorized
8 in the Contract.

9
10 The third paragraph is deleted.

11
12 **1-07.5(2) State Department of Fish and Wildlife**

13 This section is revised to read:

14
15 In doing the Work, the Contractor shall:

- 16
17 1. Not degrade water in a way that would harm fish, wildlife, or their habitat.
- 18
19 2. Not place materials below or remove them from the ordinary high water line except as
20 may be specified in the Contract.
- 21
22 3. Not allow equipment to enter waters of the State except as specified in the Contract.
- 23
24 4. Revegetate in accordance with the Plans, unless the Special Provisions permit
25 otherwise.
- 26
27 5. Prevent any fish-threatening silt buildup on the bed or bottom of any body of water.
- 28
29 6. Ensure continuous stream flow downstream of the Work area.
- 30
31 7. Dispose of any project debris by removal, burning, or placement above high-water
32 flows.
- 33
34 8. Immediately notify the Engineer and stop all work causing impacts, if at any time, as a
35 result of project activities, fish are observed in distress or a fish kill occurs.

36
37 If the Work in (1) through (3) above differs little from what the Contract requires, the Contracting
38 Agency will measure and pay for it at unit Contract prices. But if Contract items do not cover
39 those areas, the Contracting Agency will pay pursuant to Section 1-09.4. Work in (4) through
40 (8) above shall be incidental to Contract pay items.

41
42 **1-07.7(1) General**

43 The first sentence of the third paragraph is revised to read:

44
45 When the Contractor moves equipment or materials on or over Structures, culverts or pipes, the
46 Contractor may operate equipment with only the load-limit restrictions in Section 1-07.7(2).

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

2
3 Unit prices shall cover all costs for operating over Structures, culverts and pipes.
4

5 **1-07.9(2) Posting Notices**

6 The second sentence of the first paragraph (up until the colon) is revised to read:

7
8 The Contractor shall ensure the most current edition of the following are posted:

9
10 In items 1 through 10, the revision dates are deleted.
11

12 **1-07.11(2) Contractual Requirements**

13 In this section, “creed” is revised to read “religion”.

14
15 Item numbers 1 through 9 are revised to read 2 through 10, respectively.
16

17 After the preceding Amendment is applied, the following new item number 1 is inserted:

- 18
19 1. The Contractor shall maintain a Work site that is free of harassment, humiliation, fear,
20 hostility and intimidation at all times. Behaviors that violate this requirement include but are
21 not limited to:
- 22 a. Persistent conduct that is offensive and unwelcome.
 - 23 b. Conduct that is considered to be hazing.
 - 24 c. Jokes about race, gender, or sexuality that are offensive.
 - 25 d. Unwelcome, unwanted, rude or offensive conduct or advances of a sexual nature
26 which interferes with a person’s ability to perform their job or creates an intimidating,
27 hostile, or offensive work environment.
 - 28 e. Language or conduct that is offensive, threatening, intimidating or hostile based on
29 race, gender, or sexual orientation.
 - 30 f. Repeating rumors about individuals in the Work Site that are considered to be
31 harassing or harmful to the individual’s reputation.
32
33
34
35
36
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38

39 **1-07.11(5) Sanctions**

40 This section is supplemented with the following:

41
42 Immediately upon the Engineer’s request, the Contractor shall remove from the Work site any
43 employee engaging in behaviors that promote harassment, humiliation, fear or intimidation
44 including but not limited to those described in these specifications.
45

46 **1-07.11(6) Incorporation of Provisions**

47 The first sentence is revised to read:

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2
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12

The Contractor shall include the provisions of Section 1-07.11(2) Contractual Requirements (1) through (5) and the Section 1-07.11(5) Sanctions in every subcontract including procurement of materials and leases of equipment.

1-07.18 Public Liability and Property Damage Insurance

Item number 1 is supplemented with the following new sentence:

This policy shall be kept in force from the execution date of the Contract until the Physical Completion Date.

1
2 **INTRODUCTION**
3

4 The following Special Provisions are made a part of this contract and supersede any conflicting
5 provisions of the 2018 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 *** Pit Run, Quarry Spalls and
46 Crushed Surfacing Base 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.

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:

1
2 **Date and Time of Bid Opening**

3 The Board of County Commissioners of Lewis County or designee, will open sealed
4 proposals and publicly read them aloud on or after 11:00 a.m. on **April 24, 2018**, at the
5 Lewis County Courthouse, Chehalis, Washington, for the Lincoln Creek Rd. Stockpile & Fill
6 Site Project.

7
8 **SEALED BIDS MUST BE DELIVERED BY OR BEFORE**
9 **11:00 A.M. on Tuesday, April 24, 2018**

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

12
13 **Delivery and Marking of Sealed Bid Proposals**

14 Sealed proposals must be delivered to the Clerk of the Board of Lewis County
15 Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington
16 98532), by or before **11:00 A.M.** on the date specified for opening, and in an envelope
17 clearly marked: **“SEALED BID FOR THE LINCOLN CREEK RD. STOCKPILE & FILL**
18 **SITE PROJECT, TO BE OPENED ON OR AFTER 11:00 A.M. ON APRIL 24, 2018.”**
19

20 **1-02.13 Irregular Proposals**

21 *(June 20, 2017 APWA GSP)*
22

23 Delete this section and replace it with the following:
24

- 25 1. A Proposal will be considered irregular and will be rejected if:
26 a. The Bidder is not prequalified when so required;
27 b. The authorized Proposal form furnished by the Contracting Agency is not used or is
28 altered;
29 c. The completed Proposal form contains any unauthorized additions, deletions,
30 alternate Bids, or conditions;
31 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter
32 into the Contract;
33 e. A price per unit cannot be determined from the Bid Proposal;
34 f. The Proposal form is not properly executed;
35 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as
36 required in Section 1-02.6;
37 h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged
38 Business Enterprise Certification, if applicable, as required in Section 1-02.6;
39 i. The Bidder fails to submit written confirmation from each UDBE firm listed on the
40 Bidder's completed UDBE Utilization Certification that they are in agreement with
41 the bidder's UDBE participation commitment, if applicable, as required in Section 1-
42 02.6, or if the written confirmation that is submitted fails to meet the requirements of
43 the Special Provisions;
44 j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as
45 required in Section 1-02.6, or if the documentation that is submitted fails to
46 demonstrate that a Good Faith Effort to meet the Condition of Award was made;
47 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the
48 material terms of the Bid invitation; or
49 l. More than one Proposal is submitted for the same project from a Bidder under the
50 same or different names.
51
52 2. A Proposal may be considered irregular and may be rejected if:
53 a. The Proposal does not include a unit price for every Bid item;

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

1-02.14 Disqualification of Bidders

(July 31, 2017 APWA GSP, Option B)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

In addition, the Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with Wage Payment Statutes" document where the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1)(g). A form appropriate for "Certification of Compliance with Wage Payment Statutes" will be provided by the Contracting Agency in the Bid Documents. The form provided in the Bid Documents shall be submitted with the Bid as stated in Section 1-02.9.

1. Delinquent State Taxes

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

2. Federal Debarment

- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. Documentation: The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).

3. Subcontractor Responsibility

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- A Criterion: The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

15 **4. Claims Against Retainage and Bonds**

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- A Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
- Name of project
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

35

36 **5. Public Bidding Crime**

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

47 **6. Termination for Cause / Termination for Default**

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- 49
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- A Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

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

6
7 **7. Lawsuits**

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

23
24 As evidence that the Bidder meets Supplemental Criteria 3-7 stated above, the apparent low
25 Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business
26 day following the bid submittal deadline, a written statement verifying that the Bidder meets
27 supplemental criteria 3-7 together with supporting documentation (sufficient in the sole
28 judgment of the Contracting Agency) demonstrating compliance with Supplemental Criteria 3-
29 7. The Contracting Agency reserves the right to request further documentation as needed
30 from the low Bidder and documentation from other Bidders as well to assess Bidder
31 responsibility and compliance with all bidder responsibility criteria. The Contracting Agency
32 also reserves the right to obtain information from third-parties and independent sources of
33 information concerning a Bidder's compliance with the mandatory and supplemental criteria,
34 and to use that information in their evaluation. The Contracting Agency may consider
35 mitigating factors in determining whether the Bidder complies with the requirements of the
36 supplemental criteria.

37
38 The basis for evaluation of Bidder compliance with these mandatory and supplemental
39 criteria shall include any documents or facts obtained by Contracting Agency (whether from
40 the Bidder or third parties) including but not limited to: (i) financial, historical, or operational
41 data from the Bidder; (ii) information obtained directly by the Contracting Agency from others
42 for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any
43 additional information obtained by the Contracting Agency which is believed to be relevant to
44 the matter.

45
46 If the Contracting Agency determines the Bidder does not meet the bidder responsibility
47 criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify
48 the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this
49 determination, it may appeal the determination within two (2) business days of the
50 Contracting Agency's determination by presenting its appeal and any additional information to
51 the Contracting Agency. The Contracting Agency will consider the appeal and any additional
52 information before issuing its final determination. If the final determination affirms that the
53 Bidder is not responsible, the Contracting Agency will not execute a contract with any other

1 Bidder until at least two business days after the Bidder determined to be not responsible has
2 received the Contracting Agency's final determination.

3
4 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with
5 concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility
6 Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such
7 requests shall be in writing, describe the nature of the concerns, and propose specific
8 modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no
9 later than five (5) business days prior to the bid submittal deadline and address the request to
10 the Project Engineer or such other person designated by the Contracting Agency in the Bid
11 Documents.

13 **1-02.15 Pre Award Information**

14 (August 14, 2013 APWA GSP)

15
16 Revise this section to read:

17
18 Before awarding any contract, the Contracting Agency may require one or more of these items
19 or actions of the apparent lowest responsible bidder:

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

31 32 **1-03, AWARD AND EXECUTION OF CONTRACT**

33 **1-03.1 Consideration of Bids**

34 (*****)

35 Section 1-03.1 is supplemented with the following:

36
37
38 Bidders are notified that all bids are likely to be rejected if the lowest responsive bid
39 received exceeds the Engineer's estimate by an unreasonable amount. In the event all
40 bids are rejected for this reason, this project may be deferred for re-advertising for bids until
41 a more competitive situation exists.

42
43 The County reserves the right to reject any or all bids, waive informalities and to contract as
44 the best interests of the County may appear. As per RCW 36.32.256 the County also
45 reserves the right to select the lowest bidder for each of the different bid items whether it be
46 the same bidder or not. In determining the lowest responsive bidder, consideration will be
47 given to prices quoted for each bid item outlined in the proposal.

1 **1-03.4 Contract Bond**

2 *(July 23, 2015 APWA GSP)*

3
4 Delete the first paragraph and replace it with the following:

5
6 The successful bidder shall provide executed payment and performance bond(s) for the full
7 contract amount. The bond may be a combined payment and performance bond; or be
8 separate payment and performance bonds. In the case of separate payment and performance
9 bonds, each shall be for the full contract amount. The bond(s) shall:

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

35
36 **1-05, CONTROL OF WORK**

37 **1-05.7 Removal of Defective and Unauthorized Work**

38 *(October 1, 2005 APWA GSP)*

39
40 Supplement this section with the following:

41
42 If the Contractor fails to remedy defective or unauthorized work within the time specified in a
43 written notice from the Engineer, or fails to perform any part of the work required by the
44 Contract Documents, the Engineer may correct and remedy such work as may be identified in
45 the written notice, with Contracting Agency forces or by such other means as the Contracting
46 Agency may deem necessary.

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

7
8 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
9 remedying defective or unauthorized work, or work the Contractor failed or refused to perform,
10 shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or
11 to become due, the Contractor. Such direct and indirect costs shall include in particular, but
12 without limitation, compensation for additional professional services required, and costs for repair
13 and replacement of work of others destroyed or damaged by correction, removal, or replacement
14 of the Contractor's unauthorized work.

15
16 No adjustment in contract time or compensation will be allowed because of the delay in the
17 performance of the work attributable to the exercise of the Contracting Agency's rights provided
18 by this Section.

19
20 The rights exercised under the provisions of this section shall not diminish the Contracting
21 Agency's right to pursue any other avenue for additional remedy or damages with respect to the
22 Contractor's failure to perform the work as required.

23 24 **1-05.13 Superintendents, Labor and Equipment of Contractor**

25 *(August 14, 2013 APWA GSP)*

26
27 Delete the sixth and seventh paragraphs of this section.

28 29 **1-05.15 Method of Serving Notices**

30 *(March 25, 2009 APWA GSP)*

31 Revise the second paragraph to read:

32
33 All correspondence from the Contractor shall be directed to the Project Engineer. All
34 correspondence from the Contractor constituting any notification, notice of protest, notice of
35 dispute, or other correspondence constituting notification required to be furnished under the
36 Contract, must be in paper format, hand delivered or sent via mail delivery service to the
37 Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of
38 correspondence will not constitute such notice and will not comply with the requirements of the
39 Contract.

40 41 **1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

42 **1-07.2 State Taxes**

43 Section 1-07.2 is supplemented with the following:

44 *(March 13, 1995)*

45
46 The work on this contract is to be performed upon lands whose ownership obligates the
47 Contractor to collect State sales tax from the Contracting Agency. The provisions of Section 1-
48 07.2(2) apply.

49
50 The third paragraph of Section 1-07.2 is revised to read:

1
2 (June 27, 2011)

3 The Contracting Agency will release the Contract Bond only if the Contractor has obtained from
4 the State Department of Revenue a certificate showing that all Contract-related taxes have been
5 paid.
6

7 **1-07.7 Load Limits**

8 Section 1-07.7 is supplemented with the following:

9
10 (*****)

11 If the sources of materials provided by the Contractor necessitate hauling over roads other than
12 County roads, the Contractor shall, at the Contractor's expense, make all arrangements for the
13 use of the haul routes including all necessary local permits.
14

15 **1-07.9 Wages**

16
17 **1-07.9(1) General**

18 (*****)

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

20
21 (April 2, 2007)

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

23
24 State prevailing wage rates for public works contracts are included in this contract and show a
25 separate listing for the occupation:

26
27 Landscape Construction, which includes several different occupation descriptions such as:
28 Irrigation and Landscape Plumbers, Irrigation and Landscape Power Equipment Operators,
29 and Landscaping or Planting Laborers.
30

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

34
35 Laborers with the occupation description, Landscaping or Planting, or

36
37 Power Equipment Operators with the occupation description, Mulch Seeding Operator.
38

39 If Federal wage rates include one or more rates specified as applicable to landscaping work, then
40 Federal wage rates for all occupation descriptions, specific or general, must be considered and
41 compared with corresponding State wage rates. The higher wage rate, either State or Federal,
42 becomes the minimum wage rate for the work performed in that occupation.
43

44 Contractors are responsible for determining the appropriate crafts necessary to perform the
45 contract work. If a classification considered necessary for performance of the work is missing from
46 the Federal Wage Determination applicable to the contract, the Contractor shall initiate a request
47 for approval of a proposed wage and benefit rate. The Contractor shall prepare and submit
48 Standard Form 1444, Request for Authorization of Additional Classification and Wage Rate
49 available at <http://www.wdol.gov/docs/sf1444.pdf>, and submit the completed form to the Project

1 Engineer's office. The presence of a classification wage on the Washington State Prevailing Wage
2 Rates For Public Works Contracts does not exempt the use of form 1444 for the purpose of
3 determining a federal classification wage rate.

4
5 (*****)

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

9
10 **1-07.11 Requirements For Nondiscrimination**

11 Section 1-07.11 is supplemented with the following:

12
13 (August 5, 2013)

14 Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order
15 11246)

- 16
17 1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard
18 Federal Equal Employment Opportunity Construction Contract Specifications set forth
19 herein.
20
21 2. The goals and timetables for minority and female participation set by the Office of Federal
22 Contract Compliance Programs, expressed in percentage terms for the Contractor's
23 aggregate work force in each construction craft and in each trade on all construction work
24 in the covered area, are as follows:

25
26 Women - Statewide

27
28 Timetable

Goal

29
30 Until further notice

6.9%

31 Minorities - by Standard Metropolitan Statistical Area (SMSA)

32
33 Spokane, WA:

34 SMSA Counties:

35 Spokane, WA

2.8

36 WA Spokane.

37 Non-SMSA Counties

3.0

38 WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln,
39 WA Pend Oreille; WA Stevens; WA Whitman.

40
41 Richland, WA

42 SMSA Counties:

43 Richland Kennewick, WA

5.4

44 WA Benton; WA Franklin.

45 Non-SMSA Counties

3.6

46 WA Walla Walla.
47

1	Yakima, WA:	
2	SMSA Counties:	
3	Yakima, WA	9.7
4	WA Yakima.	
5	Non-SMSA Counties	7.2
6	WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
7		
8	Seattle, WA:	
9	SMSA Counties:	
10	Seattle Everett, WA	7.2
11	WA King; WA Snohomish.	
12	Tacoma, WA	6.2
13	WA Pierce.	
14	Non-SMSA Counties	6.1
15	WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA	
16	Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA	
17	Whatcom.	
18		
19	Portland, OR:	
20	SMSA Counties:	
21	Portland, OR-WA	4.5
22	WA Clark.	
23	Non-SMSA Counties	3.8
24	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	

25
26 These goals are applicable to each nonexempt Contractor's total on-site construction
27 workforce, regardless of whether or not part of that workforce is performing work on a
28 Federal, or federally assisted project, contract, or subcontract until further notice.
29 Compliance with these goals and time tables is enforced by the Office of Federal Contract
30 compliance Programs.

31
32 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part
33 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific
34 affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a),
35 and its efforts to meet the goals. The hours of minority and female employment and
36 training must be substantially uniform throughout the length of the contract, in each
37 construction craft and in each trade, and the Contractor shall make a good faith effort to
38 employ minorities and women evenly on each of its projects. The transfer of minority or
39 female employees or trainees from Contractor to Contractor or from project to project for
40 the sole purpose of meeting the Contractor's goal shall be a violation of the contract, the
41 Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will
42 be measured against the total work hours performed.

- 43
44 3. The Contractor shall provide written notification to the Office of Federal Contract
45 Compliance Programs (OFCCP) within 10 working days of award of any construction
46 subcontract in excess of \$10,000 or more that are Federally funded, at any tier for
47 construction work under the contract resulting from this solicitation. The notification shall
48 list the name, address and telephone number of the Subcontractor; employer
49 identification number of the Subcontractor; estimated dollar amount of the subcontract;
50 estimated starting and completion dates of the subcontract; and the geographical area in
51 which the contract is to be performed. The notification shall be sent to:

52
53 U.S. Department of Labor

1 Office of Federal Contract Compliance Programs Pacific Region
2 Attn: Regional Director
3 San Francisco Federal Building
4 90 – 7th Street, Suite 18-300
5 San Francisco, CA 94103(415) 625-7800 Phone
6 (415) 625-7799 Fax
7

8 Additional information may be found at the U.S. Department of Labor website:
9 <http://www.dol.gov/ofccp/TAguides/ctaguide.htm>
10

- 11 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered
12 Area is as designated herein.
13

14 Standard Federal Equal Employment Opportunity Construction Contract Specifications
15 (Executive Order 11246)
16

- 17 1. As used in these specifications:
18

- 19 a. Covered Area means the geographical area described in the solicitation from
20 which this contract resulted;
21
22 b. Director means Director, Office of Federal Contract Compliance Programs,
23 United States Department of Labor, or any person to whom the Director
24 delegates authority;
25
26 c. Employer Identification Number means the Federal Social Security number used
27 on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department
28 Form 941;
29
30 d. Minority includes:
31
32 (1) Black, a person having origins in any of the Black Racial Groups of
33 Africa.
34
35 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of
36 Mexican, Puerto Rican, Cuban, Central American, South American, or
37 other Spanish origin.
38
39 (3) Asian or Pacific Islander, a person having origins in any of the original
40 peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands
41 and Samoa.
42
43 (4) American Indian or Alaskan Native, a person having origins in any of
44 the original peoples of North America, and who maintain cultural
45 identification through tribal affiliation or community recognition.
46

- 47 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the
48 work involving any construction trade, it shall physically include in each subcontract in
49 excess of \$10,000 the provisions of these specifications and the Notice which contains
50 the applicable goals for minority and female participation and which is set forth in the
51 solicitations from which this contract resulted.
52

- 1 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan
2 approved by the U.S. Department of Labor in the covered area either individually or
3 through an association, its affirmative action obligations on all work in the Plan area
4 (including goals and timetables) shall be in accordance with that Plan for those trades
5 which have unions participating in the Plan. Contractors must be able to demonstrate
6 their participation in and compliance with the provisions of any such Hometown Plan.
7 Each Contractor or Subcontractor participating in an approved Plan is individually
8 required to comply with its obligations under the EEO clause, and to make a good faith
9 effort to achieve each goal under the Plan in each trade in which it has employees. The
10 overall good faith performance by other Contractors or Subcontractors toward a goal in an
11 approved Plan does not excuse any covered Contractor's or Subcontractor's failure to
12 take good faith effort to achieve the Plan goals and timetables.
13
- 14 4. The Contractor shall implement the specific affirmative action standards provided in
15 paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation
16 from which this contract resulted are expressed as percentages of the total hours of
17 employment and training of minority and female utilization the Contractor should
18 reasonably be able to achieve in each construction trade in which it has employees in the
19 covered area. Covered construction contractors performing construction work in
20 geographical areas where they do not have a Federal or federally assisted construction
21 contract shall apply the minority and female goals established for the geographical area
22 where the work is being performed. The Contractor is expected to make substantially
23 uniform progress in meeting its goals in each craft during the period specified.
24
- 25 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union
26 with whom the Contractor has a collective bargaining agreement, to refer either minorities
27 or women shall excuse the Contractor's obligations under these specifications, Executive
28 Order 11246, or the regulations promulgated pursuant thereto.
29
- 30 6. In order for the nonworking training hours of apprentices and trainees to be counted in
31 meeting the goals, such apprentices and trainees must be employed by the Contractor
32 during the training period, and the Contractor must have made a commitment to employ
33 the apprentices and trainees at the completion of their training, subject to the availability
34 of employment opportunities. Trainees must be trained pursuant to training programs
35 approved by the U.S. Department of Labor.
36
- 37 7. The Contractor shall take specific affirmative actions to ensure equal employment
38 opportunity. The evaluation of the Contractor's compliance with these specifications shall
39 be based upon its effort to achieve maximum results from its action. The Contractor shall
40 document these efforts fully, and shall implement affirmative action steps at least as
41 extensive as the following:
42
 - 43 a. Ensure and maintain a working environment free of harassment, intimidation,
44 and coercion at all sites, and in all facilities at which the Contractor's employees
45 are assigned to work. The Contractor, where possible, will assign two or more
46 women to each construction project. The Contractor shall specifically ensure
47 that all foremen, superintendents, and other on-site supervisory personnel are
48 aware of and carry out the Contractor's obligation to maintain such a working
49 environment, with specific attention to minority or female individuals working at
50 such sites or in such facilities.
51
 - 52 b. Establish and maintain a current list of minority and female recruitment sources,
53 provide written notification to minority and female recruitment sources and to

1 community organizations when the Contractor or its unions have employment
2 opportunities available, and maintain a record of the organizations' responses.

- 3
- 4 c. Maintain a current file of the names, addresses and telephone numbers of each
5 minority and female off-the-street applicant and minority or female referral from a
6 union, a recruitment source or community organization and of what action was
7 taken with respect to each such individual. If such individual was sent to the
8 union hiring hall for referral and was not referred back to the Contractor by the
9 union or, if referred, not employed by the Contractor, this shall be documented in
10 the file with the reason therefor, along with whatever additional actions the
11 Contractor may have taken.
- 12
- 13 d. Provide immediate written notification to the Director when the union or unions
14 with which the Contractor has a collective bargaining agreement has not referred
15 to the Contractor a minority person or woman sent by the Contractor, or when
16 the Contractor has other information that the union referral process has impeded
17 the Contractor's efforts to meet its obligations.
- 18
- 19 e. Develop on-the-job training opportunity and/or participate in training programs
20 for the area which expressly include minorities and women, including upgrading
21 programs and apprenticeship and trainee programs relevant to the Contractor's
22 employment needs, especially those programs funded or approved by the U.S.
23 Department of Labor. The Contractor shall provide notice of these programs to
24 the sources compiled under 7b above.
- 25
- 26 f. Disseminate the Contractor's EEO policy by providing notice of the policy to
27 unions and training programs and requesting their cooperation in assisting the
28 Contractor in meeting its EEO obligations; by including it in any policy manual
29 and collective bargaining agreement; by publicizing it in the company
30 newspaper, annual report, etc.; by specific review of the policy with all
31 management personnel and with all minority and female employees at least
32 once a year; and by posting the company EEO policy on bulletin boards
33 accessible to all employees at each location where construction work is
34 performed.
- 35
- 36 g. Review, at least annually, the company's EEO policy and affirmative action
37 obligations under these specifications with all employees having any
38 responsibility for hiring, assignment, layoff, termination or other employment
39 decisions including specific review of these items with on-site supervisory
40 personnel such as Superintendents, General Foremen, etc., prior to the initiation
41 of construction work at any job site. A written record shall be made and
42 maintained identifying the time and place of these meetings, persons attending,
43 subject matter discussed, and disposition of the subject matter.
- 44
- 45 h. Disseminate the Contractor's EEO policy externally by including it in any
46 advertising in the news media, specifically including minority and female news
47 media, and providing written notification to and discussing the Contractor's EEO
48 policy with other Contractors and Subcontractors with whom the Contractor does
49 or anticipates doing business.
- 50
- 51 i. Direct its recruitment efforts, both oral and written to minority, female and
52 community organizations, to schools with minority and female students and to
53 minority and female recruitment and training organizations serving the

1 Contractor's recruitment area and employment needs. Not later than one month
2 prior to the date for the acceptance of applications for apprenticeship or other
3 training by any recruitment source, the Contractor shall send written notification
4 to organizations such as the above, describing the openings, screening
5 procedures, and tests to be used in the selection process.

- 6
- 7 j. Encourage present minority and female employees to recruit other minority
8 persons and women and where reasonable, provide after school, summer and
9 vacation employment to minority and female youth both on the site and in other
10 areas of a Contractor's work force.
- 11
- 12 k. Validate all tests and other selection requirements where there is an obligation to
13 do so under 41 CFR Part 60-3.
- 14
- 15 l. Conduct, at least annually, an inventory and evaluation of all minority and female
16 personnel for promotional opportunities and encourage these employees to seek
17 or to prepare for, through appropriate training, etc., such opportunities.
- 18
- 19 m. Ensure that seniority practices, job classifications, work assignments and other
20 personnel practices, do not have a discriminatory effect by continually monitoring
21 all personnel and employment related activities to ensure that the EEO policy
22 and the Contractor's obligations under these specifications are being carried out.
- 23
- 24 n. Ensure that all facilities and company activities are nonsegregated except that
25 separate or single-user toilet and necessary changing facilities shall be provided
26 to assure privacy between the sexes.
- 27
- 28 o. Document and maintain a record of all solicitations of offers for subcontracts
29 from minority and female construction contractors and suppliers, including
30 circulation of solicitations to minority and female contractor associations and
31 other business associations.
- 32
- 33 p. Conduct a review, at least annually, of all supervisors' adherence to and
34 performance under the Contractor's EEO policies and affirmative action
35 obligations.

36

37 8. Contractors are encouraged to participate in voluntary associations which assist in
38 fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of
39 a contractor association, joint contractor-union, contractor-community, or other similar
40 group of which the Contractor is a member and participant, may be asserted as fulfilling
41 any one or more of the obligations under 7a through 7p of this Special Provision provided
42 that the Contractor actively participates in the group, makes every effort to assure that the
43 group has a positive impact on the employment of minorities and women in the industry,
44 ensure that the concrete benefits of the program are reflected in the Contractor's minority
45 and female work-force participation, makes a good faith effort to meet its individual goals
46 and timetables, and can provide access to documentation which demonstrate the
47 effectiveness of actions taken on behalf of the Contractor. The obligation to comply,
48 however, is the Contractor's and failure of such a group to fulfill an obligation shall not be
49 a defense for the Contractor's noncompliance.

50

51 9. A single goal for minorities and a separate single goal for women have been established.
52 The Contractor, however, is required to provide equal employment opportunity and to take
53 affirmative action for all minority groups, both male and female, and all women, both

1 minority and non-minority. Consequently, the Contractor may be in violation of the
2 Executive Order if a particular group is employed in substantially disparate manner (for
3 example, even though the Contractor has achieved its goals for women generally, the
4 Contractor may be in violation of the Executive Order if a specific minority group of
5 women is underutilized).

- 6
- 7 10. The Contractor shall not use the goals and timetables or affirmative action standards to
8 discriminate against any person because of race, color, religion, sex, or national origin.
9
- 10 11. The Contractor shall not enter into any subcontract with any person or firm debarred from
11 Government contracts pursuant to Executive Order 11246.
12
- 13 12. The Contractor shall carry out such sanctions and penalties for violation of these
14 specifications and of the Equal Opportunity Clause, including suspensions, terminations
15 and cancellations of existing subcontracts as may be imposed or ordered pursuant to
16 Executive Order 11246, as amended, and its implementing regulations by the Office of
17 Federal Contract Compliance Programs. Any Contractor who fails to carry out such
18 sanctions and penalties shall be in violation of these specifications and Executive Order
19 11246, as amended.
20
- 21 13. The Contractor, in fulfilling its obligations under these specifications, shall implement
22 specific affirmative action steps, at least as extensive as those standards prescribed in
23 paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to
24 ensure equal employment opportunity. If the Contractor fails to comply with the
25 requirements of the Executive Order, the implementing regulations, or these
26 specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
27
- 28 14. The Contractor shall designate a responsible official to monitor all employment related
29 activity to ensure that the company EEO policy is being carried out, to submit reports
30 relating to the provisions hereof as may be required by the government and to keep
31 records. Records shall at least include, for each employee, their name, address,
32 telephone numbers, construction trade, union affiliation if any, employee identification
33 number when assigned, social security number, race, sex, status (e.g., mechanic,
34 apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per
35 week in the indicated trade, rate of pay, and locations at which the work was performed.
36 Records shall be maintained in an easily understandable and retrievable form; however,
37 to the degree that existing records satisfy this requirement, the Contractors will not be
38 required to maintain separate records.
39
- 40 15. Nothing herein provided shall be construed as a limitation upon the application of other
41 laws which establish different standards of compliance or upon the application of
42 requirements for the hiring of local or other area residents (e.g., those under the Public
43 Works Employment Act of 1977 and the Community Development Block Grant Program).
44
- 45 16. Additional assistance for Federal Construction Contractors on contracts administered by
46 Washington State Department of Transportation or by Local Agencies may be found at:

47
48 Washington State Dept. of Transportation
49 Office of Equal Opportunity
50 PO Box 47314
51 310 Maple Park Ave. SE
52 Olympia WA
53 98504-7314

5 **1-07.18 Public Liability and Property Damage Insurance**

6
7 Delete this section in its entirety, and replace it with the following:

8
9 **1-07.18 Insurance**
10 *(January 4, 2016 APWA GSP)*

11
12 **1-07.18(1) General Requirements**

- 13 A. The Contractor shall procure and maintain the insurance described in all subsections of section
14 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less
15 than A-: VII and licensed to do business in the State of Washington. The Contracting Agency
16 reserves the right to approve or reject the insurance provided, based on the insurer's financial
17 condition.
- 18
- 19 B. The Contractor shall keep this insurance in force without interruption from the commencement
20 of the Contractor's Work through the term of the Contract and for thirty (30) days after the
21 Physical Completion date, unless otherwise indicated below.
- 22
- 23 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all
24 subsequent renewals, shall be no later than the effective date of this Contract. The policy shall
25 state that coverage is claims made, and state the retroactive date. Claims-made form
26 coverage shall be maintained by the Contractor for a minimum of 36 months following the
27 Completion Date or earlier termination of this Contract, and the Contractor shall annually
28 provide the Contracting Agency with proof of renewal. If renewal of the claims made form of
29 coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an
30 extended reporting period ("tail") or execute another form of guarantee acceptable to the
31 Contracting Agency to assure financial responsibility for liability for services performed.
- 32
- 33 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella
34 Liability insurance policies shall be primary and non-contributory insurance as respects the
35 Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance,
36 self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be
37 excess of the Contractor's insurance and shall not contribute with it.
- 38
- 39 E. The Contractor shall provide the Contracting Agency and all additional insureds with written
40 notice of any policy cancellation, within two business days of their receipt of such notice.
- 41
- 42 G. The Contractor shall not begin work under the Contract until the required insurance has been
43 obtained and approved by the Contracting Agency
- 44
- 45 H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a
46 material breach of contract, upon which the Contracting Agency may, after giving five business
47 days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at
48 its discretion, procure or renew such insurance and pay any and all premiums in connection
49 therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at
50 the sole discretion of the Contracting Agency, offset against funds due the Contractor from the
51 Contracting Agency.
- 52

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

3
4 **1-07.18(2) Additional Insured**

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

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

9
10 The above-listed entities shall be additional insured(s) for the full available limits of liability
11 maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are
12 greater than those required by this Contract, and irrespective of whether the Certificate of
13 Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those
14 maintained by the Contractor.

15
16 For Commercial General Liability insurance coverage, the required additional insured
17 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and
18 CG 20 37 10 01 for completed operations.

19
20 **1-07.18(3) Subcontractors**

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

25
26 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2)
27 as additional insureds, and provide proof of such on the policies as required by that section as
28 detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing
29 operations and CG 20 37 10 01 for completed operations.

30
31 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency
32 evidence of insurance and copies of the additional insured endorsements of each Subcontractor of
33 every tier as required in 1-07.18(4) Verification of Coverage.

34
35 **1-07.18(4) Verification of Coverage**

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

42
43 Verification of coverage shall include:

- 44 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
45 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
46 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a
47 copy of any blanket additional insured clause from its policies instead of a separate
48 endorsement.
49 3. Any other amendatory endorsements to show the coverage required herein.
50 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these
51 requirements – actual endorsements must be submitted.

1
2 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a
3 full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this
4 Project, a full and certified copy of that policy is required when the Contractor delivers the signed
5 Contract for the work.

6
7 **1-07.18(5) Coverages and Limits**

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

12
13 All deductibles and self-insured retentions must be disclosed and are subject to approval by the
14 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured
15 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a
16 liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured
17 retention shall be the responsibility of the Contractor.

18
19 **1-07.18(5)A Commercial General Liability**

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

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

28
29 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's
30 completed operations for at least three years following Substantial Completion of the Work.

31
32 Such policy must provide the following minimum limits:

33	\$1,000,000	Each Occurrence
34	\$2,000,000	General Aggregate
35	\$2,000,000	Products & Completed Operations Aggregate
36	\$1,000,000	Personal & Advertising Injury each offence
37	\$1,000,000	Stop Gap / Employers' Liability each accident

38
39 **1-07.18(5)B Automobile Liability**

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

43
44 Such policy must provide the following minimum limit:

45	\$1,000,000	Combined single limit each accident
----	-------------	-------------------------------------

46
47 **1-07.18(5)C Workers' Compensation**

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

50
51 **1-08, PROSECUTION AND PROGRESS**

1 **1-08.0 Preliminary Matters**

2 (May 25, 2006 APWA GSP)

3 Add the following new section:

4
5 **1-08.0(1) Preconstruction Conference**

6 (October 10, 2008 APWA GSP)

7
8 Prior to the Contractor beginning the work, a preconstruction conference will be held between the
9 Contractor, the Engineer and such other interested parties as may be invited. The purpose of the
10 preconstruction conference will be:

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

19
20 The Contractor shall prepare and submit at the preconstruction conference the following:

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

24
25 **1-08.1 Subcontracting**

26 (February 16, 2018 APWA GSP)

27
28 The eighth and ninth paragraphs are revised to read:

29
30 On all projects, the Contractor shall certify to the actual amount received from the Contracting
31 Agency and amounts paid to all firms that were used as Subcontractors, lower tier
32 subcontractors, manufacturers, regular dealers, or service providers on the Contract. This
33 includes all Disadvantaged, Minority, Small, Veteran or Women's Business Enterprise firms. This
34 Certification shall be submitted to the Engineer on a monthly basis each month between
35 Execution of the Contract and Physical Completion of the Contract using the application available
36 at: <https://wsdot.diversitycompliance.com>. A monthly report shall be submitted for every month
37 between Execution of the Contract and Physical Completion regardless of whether payments
38 were made or work occurred.

39
40 The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020,
41 and 39.76.040, in particular regarding prompt payment to Subcontractors. Whenever the
42 Contractor withholds payment to a Subcontractor for any reason including disputed amounts, the
43 Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to the
44 Contracting Agency identifying the reason for the withholding and a clear description of what the
45 Subcontractor must do to have the withholding released. Retainage withheld by the Contractor
46 prior to completion of the Subcontractors work is exempt from reporting as a payment withheld
47 and is not included in the withheld amount. The Contracting Agency's copy of the notice to
48 Subcontractor for deferred payments shall be submitted to the Engineer concurrently with
49 notification to the Subcontractor.

50
51 Section 1-08.1 is supplemented with the following:

52
53 (October 12, 1998)

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

7
8 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the
9 contract until the following documents have been completed and submitted to the Engineer:

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

13
14
15 The Contractor's records pertaining to the requirements of this Special Provision shall be open
16 to inspection or audit by representatives of the Contracting Agency during the life of the contract
17 and for a period of not less than three years after the date of acceptance of the contract. The
18 Contractor shall retain these records for that period. The Contractor shall also guarantee that
19 these records of all Subcontractors and lower tier Subcontractors shall be available and open
20 to similar inspection or audit for the same time period.

21
22 **1-08.1(1) Subcontract Completion and Return of Retainage Withheld**

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

24
25 (June 27, 2011)

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

27
28 **Requirements**

- 29 1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not
30 later than ten (10) days after receipt of payment from the Contracting Agency for work
31 satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's
32 interest therein.
- 33
34 2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor
35 shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
- 36
37 3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when
38 all task and requirements of the Subcontract have been accomplished and including
39 any required documentation and material testing.
- 40
41 4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may
42 result in one or more of the following:
 - 43 a. Withholding of payments until the Prime Contractor or Subcontractor complies
 - 44 b. Failure to comply shall be reflected in the Prime Contractor's Performance
45 Evaluation
 - 46 c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
 - 47 d. Other sanctions as provided by the subcontractor or by law under applicable
48 prompt pay statutes.

1 **Conditions**

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

6
7 **Payment**

8 The Contractor will be solely responsible for any additional costs involved in paying
9 retainage to the Subcontractors. Those costs shall be incidental to the respective Bid Items.
10

11 **1-08.3 Progress Schedule**

12 (*****)

13 Section 1-08.3 is changed as follows:

14 The first paragraph is deleted.

15
16 The second paragraph is revised to read as follows:

17
18 The progress schedule shall be submitted to the Engineer at least two (2) working days
19 prior to the preconstruction conference. This schedule and any supplemental schedule
20 shall show: (1) physical completion of all work within the specified contract time, (2) the
21 proposed order of work, and (3) projected starting and completion times for major phases of
22 the work and for the total project.
23

24
25 The Contractor shall use a critical path diagram, bar graph, or similar type method to
26 develop the schedule.

27
28 The Contractor shall provide both paper and electronic copies of the schedule when
29 requested.

30
31 The third paragraph is deleted.

32 **Contractor's Weekly Activities**

33 (*****)

34 The Contractor shall submit a weekly schedule to the Engineer. The schedule shall
35 indicate the Contractor's proposed activities for the forthcoming week along with the hours
36 of work. This will permit the Engineer to more effectively provide the contract engineering
37 and inspection for the Contractor's operations.
38

39 The written weekly activity schedule shall be submitted to the Engineer or a designated
40 assistant before the end of the last shift on the next to the last working day of the week
41 preceding the indicated activities, or other mutually agreeable time.
42

43
44 If the Contractor proceeds with work not indicated on the weekly activity schedule, or in a
45 sequence differing from that which has been shown on the schedule, the Engineer may
46 require the Contractor to delay unscheduled activities until they are included on a
47 subsequent weekly activity schedule.

48
49 Separately, and in addition to the weekly schedule, the Contractor shall submit weekly a
50 summary of project activities to the Engineer. The summary of activities shall include a
51 report of the nature and progress of each of the major activities that were advanced on the

1 project within the previous week.

2
3 **1-08.4 Prosecution of Work**

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

6
7 **1-08.4 Notice to Proceed and Prosecution of Work**
8 *(July 23, 2015 APWA GSP)*

9
10 Notice to Proceed will be given after the contract has been executed and the contract bond and
11 evidence of insurance have been approved and filed by the Contracting Agency. The
12 Contractor shall not commence with the work until the Notice to Proceed has been given by the
13 Engineer. The Contractor shall commence construction activities on the project site within ten
14 days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall
15 diligently pursue the work to the physical completion date within the time specified in the
16 contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the
17 Contractor of the responsibility to complete the work within the time(s) specified in the contract.
18

19
20 When shown in the Plans, the first order of work shall be the installation of high visibility fencing
21 to delineate all areas for protection or restoration, as described in the Contract. Installation of
22 high visibility fencing adjacent to the roadway shall occur after the placement of all necessary
23 signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing,
24 the Contractor shall request the Engineer to inspect the fence. No other work shall be
25 performed on the site until the Contracting Agency has accepted the installation of high visibility
26 fencing, as described in the Contract.

27 **1-08.5 Time for Completion**

28 Section 1-08.5 is supplemented with the following:

29
30 *(*****)*

31 100% of all Pit Run, Quarry Spalls and Crushed Surfacing Base Course shall be stockpiled
32 at the pit site and ready for delivery by July 31st, 2018. At anytime during production the
33 Contracting Agency reserves the right to take delivery of any product that has been
34 manufactured and received an acceptable materials test.
35

36 **1-09, MEASUREMENT AND PAYMENT**

37 **1-09.2 Weighing Equipment**

38
39 **1-09.2(1) General Requirements for Weighing Equipment**

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

41
42 *(January 3, 2011)*

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

1
2 Scales provided or designated by the Contractor shall be accurate to within one-half of one
3 percent of the correct weight throughout the range of use. If platform scales are used, each
4 platform scale shall be able to weigh the entire hauling vehicle or combination of connected
5 vehicles at one time. No part of the vehicle or vehicle combination will be permitted off the
6 platform as it is weighed.

7
8 An agent of the scale manufacturer shall test and service any scale before its use at each
9 new site and then at 6-month intervals. The Contractor shall provide the Engineer a copy
10 of the final results after each test.

11
12 All initial weighing at the dispatch site or at another site approved by the Engineer shall be
13 performed by a Contractor employee or by another person designated by the Contractor.
14 The designated weigher shall prepare a weigh or load ticket to accompany each load. Each
15 ticket shall contain the truck identification number, the date and time of weighing the load,
16 a description of the material being weighed and the signature or initials of the weigher.

17
18 Each weigh or load ticket shall also contain a determination of the net weight of the load.
19 This shall be a reading from any device which weighs as material is loaded or a calculation
20 including gross weight and tare weight when the method of loading does not include
21 weighing. It shall also identify the weighed material. When used, tare weights shall be taken
22 of each hauling vehicle at least once each day. The ticket shall be provided to the inspector
23 at the jobsite immediately after the material is delivered. A record of each day's tare weights
24 shall be furnished to the Project Engineer daily using Form 422-027 EF, or on an alternate
25 form approved by the Project Engineer.

26
27 The vehicle operator shall deliver the ticket to the material receiver at the material delivery
28 point. The material delivery point is defined as the location where the material is
29 incorporated into the permanent work.

30
31 Except as noted below, all weighing shall be subject to confirmation testing through random
32 checks made with a second, separate scale. The secondary scale shall be described in
33 the contract provisions, either as a designated independent commercial scale or as a
34 platform scale installed by the Contractor at a location named in the provisions. The
35 inspector will select loaded trucks at random and weigh them with the secondary scale. The
36 same trucks will be weighed empty when the tested load has been delivered.

37
38 The frequency of confirmation testing will be such that at least one test weekly is performed
39 for each weighed contract item of work being performed during that week.

40 Confirmation testing will not be routinely conducted for small quantities of weighed material.
41 A small quantity shall be defined as one who's estimated proposal quantity, multiplied by
42 its unit price, has a value of less than \$20,000. The inspector may choose to apply
43 confirmation testing to a minor quantity item if, in the inspector's judgment, there is reason
44 to suspect that the ticket weight might be incorrect.

45
46 **1-09.2(5) Measurement**

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

48
49 (January 3, 2011)

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

4
5 If the initial scale has been overweighing, the on-site representative of the Contractor shall be
6 notified and the Contracting Agency will calculate a price adjustment as follows:

7
8 The combined weight of all materials weighed after the last test showing accurate results
9 through the load preceding the next confirmation test shall be calculated. This combined
10 weight will then be reduced by the percentage of weighing error that exceeds one-half of
11 one percent. If subsequent confirmation tests continue to show overweighing, then the
12 highest correction factor calculated from all tests shall be applied to all loads weighed after
13 the last successful test and before a new confirmation test that shows accurate results.

14
15 If the specifications and plans require weight measurement for minor construction items, the
16 Contractor may request permission to convert volume to weight. If the Engineer approves, an
17 agreed factor may be used to make this conversion.

18 19 **1-09.2(6) Payment**

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

21
22 (January 3, 2011)

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

25
26 Unit contract prices for the various pay items of the project cover all costs related to
27 weighing and proportioning materials for payment. These costs include those for
28 furnishing, installing, certifying, maintaining and operating scales for initial weighing, those
29 for extra haul distance and time involved in complying with confirmation testing
30 requirements, and those for any other related item specified in this section.

31 32 **1-09.9(1) Retainage**

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

34
35 **Retainage of 5 percent shall be as required by RCW 60.28.011.**

36 37 **1-09.11 Disputes and Claims**

38 **1-09.11(3) Time Limitation and Jurisdiction**

39 *(July 23, 2015 APWA GSP)*

40
41 Revise this section to read:

42
43 For the convenience of the parties to the Contract it is mutually agreed by the parties that any
44 claims or causes of action which the Contractor has against the Contracting Agency arising
45 from the Contract shall be brought within 180 calendar days from the date of final acceptance
46 (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any
47 such claims or causes of action shall be brought only in the Superior Court of the county where
48 the Contracting Agency headquarters is located, provided that where an action is asserted
49 against a county, RCW 36.01.05 shall control venue and jurisdiction. The parties understand

1 and agree that the Contractor's failure to bring suit within the time period provided, shall be a
2 complete bar to any such claims or causes of action. It is further mutually agreed by the parties
3 that when any claims or causes of action which the Contractor asserts against the Contracting
4 Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the
5 Contractor shall permit the Contracting Agency to have timely access to any records deemed
6 necessary by the Contracting Agency to assist in evaluating the claims or action.
7

8 **1-09.13 Claims Resolution**

9 10 **1-09.13(3) Claims \$250,000 or Less** 11 *(October 1, 2005 APWA GSP)*

12
13 Delete this Section and replace it with the following:

14
15 The Contractor and the Contracting Agency mutually agree that those claims that total
16 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by
17 nonbinding ADR processes, shall be resolved through litigation unless the parties mutually
18 agree in writing to resolve the claim through binding arbitration.
19

20 **1-09.13(3)A Administration of Arbitration** 21 *(July 23, 2015 APWA GSP)*

22
23 Revise the third paragraph to read:

24
25 The Contracting Agency and the Contractor mutually agree to be bound by the decision of the
26 arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the
27 Superior Court of the county in which the Contracting Agency's headquarters is located,
28 provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05
29 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the
30 specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a
31 basis for decisions.
32

33 **1-09.13(4) Claims in Excess of \$250,000**

34
35 Section 1-09.13(4) is hereby deleted.
36

37 **CLAIMS RESOLUTION**

38 *(*****)*

39 Any dispute arising from the contract shall be processed in accordance with Section 1-04.5 and
40 Sections 1-09.11 through 1-09.13(1) of the Standard Specifications. The provisions of these
41 sections must be complied with in full as a condition precedent to the Contractor's right to seek
42 claims resolution through arbitration or litigation. The Contractor may file with the Engineer a
43 request for binding arbitration; the Engineer's decision regarding that request shall be final and
44 unappealable. Nothing in this paragraph affects or tolls the limitations period as set forth in
45 Section 1-09.11(3) of the Standard Specifications. However, if the Contractor files a lawsuit
46 raising any claim(s) arising from the contract, the parties shall, if the Engineer so directs, submit
47 such claim(s) to binding arbitration, subject to the rights of any party thereto to file with the Lewis
48 County Superior Court motions to dismiss or for summary judgment at any time. In any binding
49 arbitration proceeding, the provisions of subparagraphs (a) and (b) shall apply.
50

- 51 a) Unless the parties otherwise agree, all disputes subject to arbitration shall be heard in a
52 single arbitration hearing, and then only after completion of the contract. The parties

1 shall be bound by Ch. 7.04 RCW generally, and by the arbitration rules hereafter stated,
2 and shall, for purposes of administration of the arbitration, comply where applicable with
3 the 1994 Lewis County Superior Court Mandatory Arbitration Rules (LMAR) sections
4 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,
5 6.2 (including the referenced MAR 6.2), and 8.6. There shall be one arbitrator, to be
6 chosen by mutual agreement of the parties from the list provided by the Lewis County
7 Superior Court Administrator. If the parties cannot agree on a person to serve as
8 arbitrator, the matter shall be submitted for appointment of an arbitrator under LMAR
9 2.3. The arbitrator shall determine the scope and extent of discovery, except that the
10 Contractor shall provide and update the information required by Section 1-09.11(2) of
11 the Standard Specifications. Additionally, each party shall file a statement of proof with
12 the other party and the arbitrator at least 20 calendar days before the scheduled
13 arbitration hearing. The statement of proof shall include:

- 14
15 1. The name, business address and contact telephone number of each witness who
16 will testify at the hearing.
 - 17
18 2. For each witness to be offered as an expert, a statement of the subject matter and a
19 statement of the facts, resource materials (not protected by privilege) and learned
20 treatises upon which the expert is expected to testify and render an opinion(s),
21 synopsis of the basis for such opinion(s), and a resume of the expert detailing
22 his/her qualifications as an expert and pursuant to rendering such opinion(s). A list
23 of documents and other exhibits the party intends to offer in evidence at the
24 arbitration hearing. Either party may request a copy of any document listed, and a
25 copy or description of any other exhibit listed. The party receiving the request shall
26 provide the copies or description within five (5) calendar days. The parties or
27 arbitrator may subpoena parties in accordance with the Superior Court Mandatory
28 Arbitration Rules (MAR) of Washington, Rule 4.3, and witness fees and costs shall
29 be provided for under Rule 6.4, thereof. The arbitrator may permit a party to call a
30 witness or offer a document or other exhibit not included in the statement of proof
31 only upon a showing of good cause.
- 32
33 b) The arbitration hearing shall be conducted at a location within Lewis County,
34 Washington. The extent of application of the Washington Rules of Evidence shall be
35 determined in the exercise of sound discretion of the arbitrator, except that such Rules
36 should be liberally construed in order to promote justice. The parties should stipulate to
37 the admission of evidence when there is no genuine issue as to its relevance or
38 authenticity. The decision of the arbitrator and the specific grounds for the decision
39 shall be in writing. The arbitrator shall use the contract as a basis for its decisions. The
40 County and the Contractor agree to be bound by the decision of the arbitrator, subject
41 to such remedies as are provided in Ch. 7.04 RCW. Judgment upon the award
42 rendered by the arbitrator shall be entered as judgment before the presiding judge of
43 the Superior Court for Lewis County. Each party shall bear its own costs in connection
44 with the arbitration. Each party shall pay one-half of the arbitrator's fees and expenses.

45 46 **DIVISION 3** 47 **PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING**

48 49 **3-01, PRODUCTION FROM QUARRY AND PIT SITES**

50 **3-01.4 Contractor Furnished Material Sources**

1
2 **3-01.4(1) Acquisition and Development**

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

4
5 **(*****)**

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

8
9 **(*****)**

10 The Contractor hereby grants the Contracting Agency and/or its authorized contractors the right
11 of ingress and egress and to enter upon the crusher site at times listed as hours of work in the
12 progress schedule until the completion of this contract.
13

14 **3-04, ACCEPTANCE OF AGGREGATE**

15
16 **3-04.3 Construction Requirements**

17 Section 3-04.3 is supplemented with the following:

18
19 **3-04.3(1) General**

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

21
22 **(*****)**

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

24
25 **3-04.3(2) Point of Acceptance**

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

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

29 The Contractor shall stockpile each 2,000 tons for Crushed Surfacing Base Course, 2,000 tons
30 for Pit Run, and full quantity for Quarry Spalls at the pit site for preliminary approval. The
31 County's representative will test and verify that the product meets the Specifications to be
32 approved for delivery. Stockpiled material (or Lot) for preliminary approval shall be kept
33 separate as described above until the material has been approved for delivery.
34

35
36 **(*****)**

37 All material tested by the County and approved to load for delivery at the pit site shall be
38 weighed, as per Section 1-09 of these Special Provisions, as described in Section 1-08.5 of
39 these Special Provisions, or as directed by the Engineer. All material Specifications shall meet
40 the requirements of Division 9 of the Standard Specifications or Section 9 of these Special
41 Provisions.

42 **3-04.3(7)C Rejection Without Testing**

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

44
45 **3-04.3(7)C is Deleted.**
46

47 **3-04.4 Measurement**

48 Section 3-02.4 is supplemented with the following:
49

1 (*****)

2 "Crushed Surfacing Base Course" (CSBC) will be measured per ton.

3
4 All costs related to "Crushed Surfacing Base Course" 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 "Pit Run" will be measured per ton.

9
10 All costs related to "Pit Run" per ton shall include all equipment, labor and incidentals necessary
11 to crush, stockpile material at pit site and load in Contracting Agency vehicles.

12
13 "Quarry Spalls" will be measured per ton.

14
15 All costs related to "Quarry Spalls" per ton shall include all equipment, labor and incidentals
16 necessary to crush, stockpile material at pit site and load in Contracting Agency vehicles.

17
18 **3-04.5 Payment**

19 Section 3-02.5 is supplemented with the following:

20
21 (*****)

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

24
25 "Crushed Surfacing Base Course" per ton.

26
27 "Pit Run" per ton.

28
29 "Quarry Spalls" per ton.

30
31
32 **DIVISION 9**
33 **MATERIALS**
34

35 **9-03, AGGREGATES**

36 **9-03 Aggregates**

37 Section 9-03 is supplemented with the following:

38
39 **Pit Run**

40 Pit Run shall consist of stone and shall be free of soil, or other extraneous material. The
41 grading shall be determined by visual inspection of the material before it is loaded into delivery
42 trucks. If so ordered, by the engineer, dumping individual loads on flat surface for inspection
43 may be required. Grading determinations shall be conducted for every 2,000 tons of
44 manufactured material.

45
46 Pit Run shall conform to the following requirements for quality:
47

<i>Aggregate Property</i>	<i>Test Method</i>	<i>Requirements</i>
<i>Degradation Factor</i>	WSDOT Method T 113	15 minimum
<i>Los Angeles Wear, 500 Rev.</i>	AASHTO T 96	50% maximum
<i>Specific Gravity, SSD</i>	AASHTO T 85	2.55 minimum

**Pit Run
Percent Passing**

Approximate Size	Percent Passing
6 In.	95-100
4 In.	50-100
No. 40	0-30
No. 200	5.0 max

All percentages are by weight.

The fracture requirements shall be at least two (2) fractured faces on 75% and will apply to the combined aggregate retained on the U.S. No. 4 sieve and above.

POWER EQUIPMENT

(*****)

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

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

E-VERIFY

(*****)

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

BOND

(*****)

1
2 The Bidder's special attention is directed to the attached bond form, which the successful bidder
3 will be required to execute and furnish the County. **NO OTHER BOND FORMS WILL BE**
4 **ACCEPTED.** The bond shall be for the full amount of the contract.
5

6 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY**

7 (*****)
8

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

21 When the Contractor reports the work is completed he/she shall then notify the Contracting
22 Agency. The Contracting Agency shall inspect the work and report any deficiencies to the
23 Contractor. When the Contracting Agency is satisfied the work has been completed in accordance
24 with all plans and specifications, the Contracting Agency shall then accept the work.
25

26 Upon completion of all work described in this Contract, the Contracting Agency shall prepare a
27 Final Progress Payment and Final Contract Voucher for approval by the Contractor and processing
28 for final payment. Release of the Contract Bond will be 60 days following Contracting Agency Final
29 Acceptance of Contract, provided the conditions of Section 1-03.4 and Section 1-07.2 of these
30 Special Provisions have been satisfied.
31
32

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

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, April 24, 2018**, at the Lewis County Courthouse, Chehalis, Washington, for the Lincoln Creek Rd. Stockpile & Fill Site Project. This contract provides for the production, stockpiling and loading of **Crushed Surfacing Base Course, Pit Run & Quarry Spalls** *** 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, April 24, 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 LINCOLN CREEK RD. STOCKPILE & FILL SITE PROJECT, TO BE OPENED ON OR AFTER 11:00 A.M. ON APRIL 24, 2018.**

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

Informational copies of maps, plans and specifications are on file for inspection in the office of the County Engineer of Lewis County in Chehalis, Washington. The contract documents may be viewed and downloaded from Lewis County's Web Site @ www.lewiscountywa.gov/ or you may call the Lewis County Engineers office @ (360)740-2612 and request a copy be mailed to you.

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 Lincoln Creek Rd. Stockpile & Fill Site Project, 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
1	Crushed Surfacing Base Course	2,000	\$	\$
			Sales Tax @ 7.8%	\$
			TOTAL BID	\$
2	Pit Run	5,500	\$	\$
			Sales Tax @ 7.8%	\$
			TOTAL BID	\$
3	Quarry Spalls	100	\$	\$
			Sales Tax @ 7.8%	\$
			TOTAL BID	\$

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 County hourly haul cost, rock price, and sales tax will be use in the determination of low bid.
- (5) The County uses \$2.52 per minute to figure haul cost.
- (6) Contractor to identify Agg. Source ID No. for each product if diferent from main source.

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, stockpiling, and loading of Pit Run, Quarry Spalls and Crushed Surfacing Base Course, 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

Bond No. _____

LEWIS COUNTY, WASHINGTON

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. (CMP 1701-91015), 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 Lincoln Creek Rd. Stockpile & Fill Site Project, and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. (CMP 1701-91015), between the below-named Contractor and County for the Lincoln Creek Rd. Stockpile & Fill Site Project, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

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

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

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

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

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

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

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

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

FOR THE SURETY:

FOR THE PRINCIPAL:

By _____
(Signature of Attorney-in-Fact)

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 →**

POWER EQUIPMENT LIST

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

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

The Contractor must complete this form in its entirety.

POWER EQUIPMENT

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

