

Lewis County  
Department of Public Works  
Engineering Division

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

**2019 ROCK  
PROPOSAL**

(506 PITS & QUARRIES)

January, 2019

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



**BOARD OF COUNTY COMMISSIONERS**

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



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## INTRODUCTION

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2018 Standard Specifications for Road, Bridge, and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

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

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

- (date) General Special Provision
- (\*\*\*\*\*) Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
- (APWA GSP) American Public Works Association General Special Provision

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

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

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

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

## SPECIAL PROVISIONS

### DIVISION 1 GENERAL REQUIREMENTS

#### 1-01, DESCRIPTION OF WORK

(\*\*\*\*\*)  
This contract provides for the production, stockpiling and loading of \*\*\* Crushed Screenings \*\*\* and other work, all in accordance with these Contract Provisions, and the Standard Specifications.

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

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**1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

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

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

**1-02.2 Plans and Specifications**

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

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

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

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

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

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

**1-02.6 Preparation Of Proposal**

(August 2, 2004)

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

**1-02.7 Bid Deposit**

(August 2, 2004)

The provisions of Section 1-02.7 are deleted.

**1-02.12 Public Opening Of Proposal**

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

Section 1-02.12 is supplemented with the following:

**Date and Time of Bid Opening**

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 **February 5, 2019**, at the Lewis County Courthouse, Chehalis, Washington, for the 2019 Rock Proposal.

**SEALED BIDS MUST BE DELIVERED BY OR BEFORE  
11:00 A.M. on Tuesday, February 5, 2019**

(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.**)

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

2 Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners  
3 (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532), by or before **11:00**  
4 **A.M.** on the date specified for opening, and in an envelope clearly marked: **“SEALED BID FOR**  
5 **THE 2019 ROCK PROPOSAL, TO BE OPENED ON OR AFTER 11:00 A.M. ON FEBRUARY 5,**  
6 **2019.”**

7  
8 **1-02.13 Irregular Proposals**

9 **(\*\*\*\*\*)**

10  
11 Delete this section and replace it with the following:

- 12  
13 1. A proposal will be considered irregular and will be rejected if:
- 14 a. The Bidder is not prequalified when so required;
  - 15 b. The authorized proposal form furnished by the Contracting Agency is not used or is  
16 altered;
  - 17 c. The completed proposal form contains any unauthorized additions, deletions, alternate  
18 Bids, or conditions;
  - 19 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into  
20 the Contract;
  - 21 e. A price per unit cannot be determined from the Bid Proposal;
  - 22 f. The Proposal form is not properly executed;
  - 23 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as  
24 required in Section 1-02.6;
  - 25 h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise  
26 Certification, if applicable, as required in Section 1-02.6;
  - 27 i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder’s  
28 completed DBE Utilization Certification that they are in agreement with the bidders DBE  
29 participation commitment, if applicable, as required in Section 1-02.6, or if the written  
30 confirmation that is submitted fails to meet the requirements of the Special Provisions;
  - 31 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required  
32 in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a  
33 Good Faith Effort to meet the Condition of Award was made;
  - 34 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material  
35 terms of the Bid invitation; or
  - 36 l. More than one proposal is submitted for the same project from a Bidder under the same  
37 or different names.
- 38  
39 2. A Proposal may be considered irregular and may be rejected if:
- 40  
41 a. Any of the unit prices are excessively unbalanced (either above or below the amount of a  
42 reasonable Bid) to the potential detriment of the Contracting Agency;
  - 43 b. Receipt of Addenda is not acknowledged;
  - 44 c. A member of a joint venture or partnership and the joint venture or partnership submit  
45 Proposals for the same project (in such an instance, both Bids may be rejected); or
  - 46 d. If Proposal form entries are not made in ink.

47  
48 **1-02.14 Disqualification of Bidders**

49 *(March 8, 2013 APWA GSP, Option B)*

50  
51 Delete this Section and replace it with the following:

1 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder  
2 responsibility criteria in RCW 39.04.350(1), as amended; or does not meet the following  
3 Supplemental Criteria:  
4

5 **1. Delinquent State Taxes**  
6

- 7 A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department  
8 of Revenue without a payment plan approved by the Department of Revenue.  
9  
10 B. Documentation: The Bidder shall not be listed on the Washington State Department of  
11 Revenue's "Delinquent Taxpayer List" website:  
12 <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are so listed,  
13 they must submit a written payment plan approved by the Department of Revenue, to  
14 the Contracting Agency by the deadline listed below.  
15

16 **2. Federal Debarment**  
17

- 18 A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal  
19 government.  
20  
21 B. Documentation: The Bidder shall not be listed as having an "active exclusion" on the U.S.  
22 government's "System for Award Management" database ([www.sam.gov](http://www.sam.gov)).  
23

24 **3. Subcontractor Responsibility**  
25

- 26 A. Criterion: The Bidder's standard subcontract form shall include the subcontractor  
27 responsibility language required by RCW 39.06.020, and the Bidder shall have an  
28 established procedure which it utilizes to validate the responsibility of each of its  
29 subcontractors. The Bidder's subcontract form shall also include a requirement that each  
30 of its subcontractors shall have and document a similar procedure to determine whether  
31 the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors  
32 as defined by RCW 39.06.020.  
33  
34 B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy  
35 of its standard subcontract form for review by the Contracting Agency, and a written  
36 description of its procedure for validating the responsibility of subcontractors with which it  
37 contracts.  
38

39 **4. Prevailing Wages**  
40

- 41 A. Criterion: The Bidder shall not have a record of prevailing wage violations as determined  
42 by WA Labor & Industries in the five years prior to the bid submittal date, that  
43 demonstrates a pattern of failing to pay workers prevailing wages, unless there are  
44 extenuating circumstances and such circumstances are deemed acceptable to the  
45 Contracting Agency.  
46  
47 B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of  
48 all prevailing wage violations in the five years prior to the bid submittal date, along with an  
49 explanation of each violation and how it was resolved. The Contracting Agency will  
50 evaluate these explanations and the resolution of each complaint to determine whether  
51 the violation demonstrate a pattern of failing to pay its workers prevailing wages as  
52 required.  
53



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

2  
3           A. Criterion: The Bidder shall not have a record of excessive claims filed against the  
4 retainage or payment bonds for public works projects in the three years prior to the bid  
5 submittal date, that demonstrate a lack of effective management by the Bidder of making  
6 timely and appropriate payments to its subcontractors, suppliers, and workers, unless  
7 there are extenuating circumstances and such circumstances are deemed acceptable to  
8 the Contracting Agency.

9  
10           B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of  
11 the public works projects completed in the three years prior to the bid submittal date that  
12 have had claims against retainage and bonds and include for each project the following  
13 information:

- 14                   • Name of project
- 15                   • The owner and contact information for the owner;
- 16                   • A list of claims filed against the retainage and/or payment bond for any of the
- 17                   projects listed;
- 18                   • A written explanation of the circumstances surrounding each claim and the ultimate
- 19                   resolution of the claim.
- 20

21  
22           **6. Public Bidding Crime**

23  
24           A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving  
25 bidding on a public works contract in the five years prior to the bid submittal date.

26  
27           B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement  
28 (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners  
29 have not been convicted of a crime involving bidding on a public works contract.

30  
31           **7. Termination for Cause / Termination for Default**

32  
33           A. Criterion: The Bidder shall not have had any public works contract terminated for cause  
34 or terminated for default by a government agency in the five years prior to the bid submittal  
35 date, unless there are extenuating circumstances and such circumstances are deemed  
36 acceptable to the Contracting Agency.

37  
38           B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement  
39 (on a form to be provided by the Contracting Agency) that the Bidder has not had any  
40 public works contract terminated for cause or terminated for default by a government  
41 agency in the five years prior to the bid submittal date; or if Bidder was terminated,  
42 describe the circumstances. .

43  
44           **8. Lawsuits**

45  
46           A. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder  
47 in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet  
48 the terms of contracts, unless there are extenuating circumstances and such  
49 circumstances are deemed acceptable to the Contracting Agency

50  
51           B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement  
52 (on a form to be provided by the Contracting Agency) that the Bidder has not had any  
53 lawsuits with judgments entered against the Bidder in the five years prior to the bid

1           submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall  
2 submit a list of all lawsuits with judgments entered against the Bidder in the five years  
3 prior to the bid submittal date, along with a written explanation of the circumstances  
4 surrounding each such lawsuit. The Contracting Agency shall evaluate these  
5 explanations to determine whether the lawsuits demonstrate a pattern of failing to meet  
6 of terms of construction related contracts

7  
8           As evidence that the Bidder meets the mandatory and supplemental responsibility criteria stated  
9 above, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00 P.M. (noon)  
10 of the second business day following the bid submittal deadline, a written statement verifying that the  
11 Bidder meets all of the mandatory and supplemental criteria together with supporting documentation  
12 including but not limited to that detailed above (sufficient in the sole judgment of the Contracting  
13 Agency) demonstrating compliance with all mandatory and supplemental responsibility criteria. The  
14 Contracting Agency reserves the right to request such documentation from other Bidders as well,  
15 and to request further documentation as needed to assess Bidder responsibility. The Contracting  
16 Agency also reserves the right to obtain information from third-parties and independent sources of  
17 information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to  
18 use that information in their evaluation. The Contracting Agency may (but is not required to) consider  
19 mitigating factors in determining whether the Bidder complies with the requirements of the  
20 supplemental criteria.

21  
22           The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall  
23 include any documents or facts obtained by Contracting Agency (whether from the Bidder or third  
24 parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii)  
25 information obtained directly by the Contracting Agency from others for whom the Bidder has worked,  
26 or other public agencies or private enterprises; and (iii) any additional information obtained by the  
27 Contracting Agency which is believed to be relevant to the matter.

28  
29           If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above  
30 and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing,  
31 with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal  
32 the determination within two (2) business days of the Contracting Agency's determination by  
33 presenting its appeal and any additional information to the Contracting Agency. The Contracting  
34 Agency will consider the appeal and any additional information before issuing its final determination.  
35 If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not  
36 execute a contract with any other Bidder until at least two business days after the Bidder determined  
37 to be not responsible has received the Contracting Agency's final determination.

38  
39           Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns  
40 about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make  
41 or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing,  
42 describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall  
43 submit such requests to the Contracting Agency no later than five (5) business days prior to the bid  
44 submittal deadline and address the request to the Project Engineer or such other person designated  
45 by the Contracting Agency in the Bid Documents.

46  
47 **1-02.15 Pre Award Information**  
48 (August 14, 2013 APWA GSP)

49 Revise this section to read:

50  
51  
52           Before awarding any contract, the Contracting Agency may require one or more of these items or  
53 actions of the apparent lowest responsible bidder:

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

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

### **1-03.1 Consideration of Bids**

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

Section 1-03.1 is supplemented with the following:

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

The County reserves the right to reject any or all bids, waive informalities and to contract as the best interests of the County may appear. As per RCW 36.32.256 the County also reserves the right to select the lowest bidder for each of the different bid items whether it be the same bidder or not. In determining the lowest responsive bidder, consideration will be given to prices quoted for each bid item outlined in the proposal, the haul distances from Contractors' pits to stockpile sites and County trucking rates.

Any items left blank in the proposal indicating the bidder is not proposing to bid that item will not be considered an irregular proposal.

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

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

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

1 might cause serious risk of loss or damage to the public.

2  
3 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying  
4 defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by  
5 the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the  
6 Contractor. Such direct and indirect costs shall include in particular, but without limitation,  
7 compensation for additional professional services required, and costs for repair and replacement of  
8 work of others destroyed or damaged by correction, removal, or replacement of the Contractor's  
9 unauthorized work.

10  
11 No adjustment in contract time or compensation will be allowed because of the delay in the  
12 performance of the work attributable to the exercise of the Contracting Agency's rights provided by this  
13 Section.

14  
15 The rights exercised under the provisions of this section shall not diminish the Contracting Agency's  
16 right to pursue any other avenue for additional remedy or damages with respect to the Contractor's  
17 failure to perform the work as required.

18  
19 **1-05.13 Superintendents, Labor and Equipment of Contractor**

20 *(August 14, 2013 APWA GSP)*

21  
22 Delete the sixth and seventh paragraphs of this section.

23  
24 **1-05.15 Method of Serving Notices**

25 *(March 25, 2009 APWA GSP)*

26 Revise the second paragraph to read:

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

34  
35 **1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

36 **1-07.2 State Taxes**

37 Section 1-07.2 is supplemented with the following:

38  
39 *(March 13, 1995)*

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

42  
43 The third paragraph of Section 1-07.2 is revised to read:

44  
45 *(June 27, 2011)*

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

48  
49 **1-07.7 Load Limits**

50 Section 1-07.7 is supplemented with the following:

51  
52 *(\*\*\*\*\*)*

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

2  
3 (\*\*\*\*\*)

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

## 7 8 **1-07.9 Wages**

### 9 10 **1-07.9(1) General**

11 (\*\*\*\*\*)

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

13  
14 (April 2, 2007)

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

16  
17 State prevailing wage rates for public works contracts are included in this contract and show a separate  
18 listing for the occupation:

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

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

26  
27 Laborers with the occupation description, Landscaping or Planting, or

28  
29 Power Equipment Operators with the occupation description, Mulch Seeding Operator.

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

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

45  
46 (\*\*\*\*\*)

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

### 50 51 **1-07.11 Requirements For Nondiscrimination**

52 Section 1-07.11 is supplemented with the following:

(August 5, 2013)  
Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

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

Women - Statewide

<u>Timetable</u>	<u>Goal</u>
Until further notice	6.9%
<u>Minorities - by Standard Metropolitan Statistical Area (SMSA)</u>	
Spokane, WA:	
SMSA Counties:	
Spokane, WA	2.8
WA Spokane.	
Non-SMSA Counties	
WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.	3.0
Richland, WA	
SMSA Counties:	
Richland Kennewick, WA	5.4
WA Benton; WA Franklin.	
Non-SMSA Counties	
WA Walla Walla.	3.6
Yakima, WA:	
SMSA Counties:	
Yakima, WA	9.7
WA Yakima.	
Non-SMSA Counties	
WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	7.2
Seattle, WA:	
SMSA Counties:	
Seattle Everett, WA	7.2
WA King; WA Snohomish.	
Tacoma, WA	6.2
WA Pierce.	
Non-SMSA Counties	
WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.	6.1

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

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

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

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

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

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

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

47 Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive  
48 Order 11246)

- 50 1. As used in these specifications:
- 51
- 52 a. Covered Area means the geographical area described in the solicitation from which  
53 this contract resulted;

- 1
- 2 b. Director means Director, Office of Federal Contract Compliance Programs, United
- 3 States Department of Labor, or any person to whom the Director delegates authority;
- 4
- 5 c. Employer Identification Number means the Federal Social Security number used on
- 6 the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
- 7
- 8 d. Minority includes:

- 9
- 10 (1) Black, a person having origins in any of the Black Racial Groups of Africa.
- 11
- 12 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican,
- 13 Puerto Rican, Cuban, Central American, South American, or other Spanish
- 14 origin.
- 15
- 16 (3) Asian or Pacific Islander, a person having origins in any of the original
- 17 peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and
- 18 Samoa.
- 19
- 20 (4) American Indian or Alaskan Native, a person having origins in any of the
- 21 original peoples of North America, and who maintain cultural identification
- 22 through tribal affiliation or community recognition.

- 23
- 24 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work
- 25 involving any construction trade, it shall physically include in each subcontract in excess of
- 26 \$10,000 the provisions of these specifications and the Notice which contains the applicable
- 27 goals for minority and female participation and which is set forth in the solicitations from which
- 28 this contract resulted.
- 29
- 30 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by
- 31 the U.S. Department of Labor in the covered area either individually or through an association,
- 32 its affirmative action obligations on all work in the Plan area (including goals and timetables)
- 33 shall be in accordance with that Plan for those trades which have unions participating in the
- 34 Plan. Contractors must be able to demonstrate their participation in and compliance with the
- 35 provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an
- 36 approved Plan is individually required to comply with its obligations under the EEO clause, and
- 37 to make a good faith effort to achieve each goal under the Plan in each trade in which it has
- 38 employees. The overall good faith performance by other Contractors or Subcontractors toward
- 39 a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure
- 40 to take good faith effort to achieve the Plan goals and timetables.
- 41
- 42 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs
- 43 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this
- 44 contract resulted are expressed as percentages of the total hours of employment and training of
- 45 minority and female utilization the Contractor should reasonably be able to achieve in each
- 46 construction trade in which it has employees in the covered area. Covered construction
- 47 contractors performing construction work in geographical areas where they do not have a
- 48 Federal or federally assisted construction contract shall apply the minority and female goals
- 49 established for the geographical area where the work is being performed. The Contractor is
- 50 expected to make substantially uniform progress in meeting its goals in each craft during the
- 51 period specified.
- 52



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

1 meeting its EEO obligations; by including it in any policy manual and collective  
2 bargaining agreement; by publicizing it in the company newspaper, annual report, etc.;  
3 by specific review of the policy with all management personnel and with all minority  
4 and female employees at least once a year; and by posting the company EEO policy  
5 on bulletin boards accessible to all employees at each location where construction  
6 work is performed.

- 7
- 8 g. Review, at least annually, the company's EEO policy and affirmative action obligations  
9 under these specifications with all employees having any responsibility for hiring,  
10 assignment, layoff, termination or other employment decisions including specific  
11 review of these items with on-site supervisory personnel such as Superintendents,  
12 General Foremen, etc., prior to the initiation of construction work at any job site. A  
13 written record shall be made and maintained identifying the time and place of these  
14 meetings, persons attending, subject matter discussed, and disposition of the subject  
15 matter.
- 16
- 17 h. Disseminate the Contractor's EEO policy externally by including it in any advertising in  
18 the news media, specifically including minority and female news media, and providing  
19 written notification to and discussing the Contractor's EEO policy with other  
20 Contractors and Subcontractors with whom the Contractor does or anticipates doing  
21 business.
- 22
- 23 i. Direct its recruitment efforts, both oral and written to minority, female and community  
24 organizations, to schools with minority and female students and to minority and female  
25 recruitment and training organizations serving the Contractor's recruitment area and  
26 employment needs. Not later than one month prior to the date for the acceptance of  
27 applications for apprenticeship or other training by any recruitment source, the  
28 Contractor shall send written notification to organizations such as the above,  
29 describing the openings, screening procedures, and tests to be used in the selection  
30 process.
- 31
- 32 j. Encourage present minority and female employees to recruit other minority persons  
33 and women and where reasonable, provide after school, summer and vacation  
34 employment to minority and female youth both on the site and in other areas of a  
35 Contractor's work force.
- 36
- 37 k. Validate all tests and other selection requirements where there is an obligation to do  
38 so under 41 CFR Part 60-3.
- 39
- 40 l. Conduct, at least annually, an inventory and evaluation of all minority and female  
41 personnel for promotional opportunities and encourage these employees to seek or to  
42 prepare for, through appropriate training, etc., such opportunities.
- 43
- 44 m. Ensure that seniority practices, job classifications, work assignments and other  
45 personnel practices, do not have a discriminatory effect by continually monitoring all  
46 personnel and employment related activities to ensure that the EEO policy and the  
47 Contractor's obligations under these specifications are being carried out.
- 48
- 49 n. Ensure that all facilities and company activities are nonsegregated except that  
50 separate or single-user toilet and necessary changing facilities shall be provided to  
51 assure privacy between the sexes.
- 52

- 1           o. Document and maintain a record of all solicitations of offers for subcontracts from  
2 minority and female construction contractors and suppliers, including circulation of  
3 solicitations to minority and female contractor associations and other business  
4 associations.
- 5
- 6           p. Conduct a review, at least annually, of all supervisors' adherence to and performance  
7 under the Contractor's EEO policies and affirmative action obligations.
- 8
- 9       8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one  
10 or more of their affirmative action obligations (7a through 7p). The efforts of a contractor  
11 association, joint contractor-union, contractor-community, or other similar group of which the  
12 Contractor is a member and participant, may be asserted as fulfilling any one or more of the  
13 obligations under 7a through 7p of this Special Provision provided that the Contractor actively  
14 participates in the group, makes every effort to assure that the group has a positive impact on  
15 the employment of minorities and women in the industry, ensure that the concrete benefits of  
16 the program are reflected in the Contractor's minority and female work-force participation,  
17 makes a good faith effort to meet its individual goals and timetables, and can provide access to  
18 documentation which demonstrate the effectiveness of actions taken on behalf of the  
19 Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to  
20 fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 21
- 22       9. A single goal for minorities and a separate single goal for women have been established. The  
23 Contractor, however, is required to provide equal employment opportunity and to take  
24 affirmative action for all minority groups, both male and female, and all women, both minority  
25 and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a  
26 particular group is employed in substantially disparate manner (for example, even though the  
27 Contractor has achieved its goals for women generally, the Contractor may be in violation of the  
28 Executive Order if a specific minority group of women is underutilized).
- 29
- 30       10. The Contractor shall not use the goals and timetables or affirmative action standards to  
31 discriminate against any person because of race, color, religion, sex, or national origin.
- 32
- 33       11. The Contractor shall not enter into any subcontract with any person or firm debarred from  
34 Government contracts pursuant to Executive Order 11246.
- 35
- 36       12. The Contractor shall carry out such sanctions and penalties for violation of these specifications  
37 and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of  
38 existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as  
39 amended, and its implementing regulations by the Office of Federal Contract Compliance  
40 Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in  
41 violation of these specifications and Executive Order 11246, as amended.
- 42
- 43       13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific  
44 affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of  
45 this Special Provision, so as to achieve maximum results from its efforts to ensure equal  
46 employment opportunity. If the Contractor fails to comply with the requirements of the  
47 Executive Order, the implementing regulations, or these specifications, the Director shall  
48 proceed in accordance with 41 CFR 60-4.8.
- 49
- 50       14. The Contractor shall designate a responsible official to monitor all employment related activity  
51 to ensure that the company EEO policy is being carried out, to submit reports relating to the  
52 provisions hereof as may be required by the government and to keep records. Records shall at  
53 least include, for each employee, their name, address, telephone numbers, construction trade,

1 union affiliation if any, employee identification number when assigned, social security number,  
2 race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in  
3 status, hours worked per week in the indicated trade, rate of pay, and locations at which the  
4 work was performed. Records shall be maintained in an easily understandable and retrievable  
5 form; however, to the degree that existing records satisfy this requirement, the Contractors will  
6 not be required to maintain separate records.

7  
8 15. Nothing herein provided shall be construed as a limitation upon the application of other laws  
9 which establish different standards of compliance or upon the application of requirements for  
10 the hiring of local or other area residents (e.g., those under the Public Works Employment Act of  
11 1977 and the Community Development Block Grant Program).

12  
13 16. Additional assistance for Federal Construction Contractors on contracts administered by  
14 Washington State Department of Transportation or by Local Agencies may be found at:

15  
16 Washington State Dept. of Transportation  
17 Office of Equal Opportunity  
18 PO Box 47314  
19 310 Maple Park Ave. SE  
20 Olympia WA  
21 98504-7314  
22 Ph: 360-705-7090  
23 Fax: 360-705-6801  
24 <http://www.wsdot.wa.gov/equalopportunity/default.htm>

## 25 **1-07.18 Public Liability and Property Damage Insurance**

26  
27 Delete this section in its entirety, and replace it with the following:

### 28 **1-07.18 Insurance**

29 *(January 4, 2016 APWA GSP)*

#### 30 **1-07.18(1) General Requirements**

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

1 Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or  
2 self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's  
3 insurance and shall not contribute with it.

- 4
- 5 E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of  
6 any policy cancellation, within two business days of their receipt of such notice.
- 7
- 8 G. The Contractor shall not begin work under the Contract until the required insurance has been  
9 obtained and approved by the Contracting Agency
- 10
- 11 H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material  
12 breach of contract, upon which the Contracting Agency may, after giving five business days' notice to  
13 the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure  
14 or renew such insurance and pay any and all premiums in connection therewith, with any sums so  
15 expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the  
16 Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- 17
- 18 I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the  
19 Contract and no additional payment will be made.
- 20

21 **1-07.18(2) Additional Insured**

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

- 25
  - the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- 26

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

31

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

35

36 **1-07.18(3) Subcontractors**

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

41

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

46

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

50

51 **1-07.18(4) Verification of Coverage**

52 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements  
53 for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the

1 signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage  
2 with these insurance requirements or failure of Contracting Agency to identify a deficiency from the  
3 insurance documentation provided shall not be construed as a waiver of Contractor's obligation to  
4 maintain such insurance.

5  
6 Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

43  
44 Such policy must provide the following minimum limits:

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

50  
51 **1-07.18(5)B Automobile Liability**

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

5 Such policy must provide the following minimum limit:

6 \$1,000,000 Combined single limit each accident  
7

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

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

## 12 **1-08, PROSECUTION AND PROGRESS**

### 13 **1-08.0 Preliminary Matters**

14 (May 25, 2006 APWA GSP)

15 Add the following new section:  
16

#### 17 **1-08.0(1) Preconstruction Conference**

18 (October 10, 2008 APWA GSP)  
19

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

- 23 1. To review the initial progress schedule;
- 24 2. To establish a working understanding among the various parties associated or affected by the work;
- 25 3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.
- 26 4. To establish normal working hours for the work;
- 27 5. To review safety standards and traffic control; and
- 28 6. To discuss such other related items as may be pertinent to the work.  
29

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

- 31 1. A breakdown of all lump sum items;
- 32 2. A preliminary schedule of working drawing submittals; and
- 33 3. A list of material sources for approval if applicable.  
34

### 35 **1-08.1 Subcontracting**

36 (August 24, 2016 APWA GSP)  
37

38 Delete the eighth paragraph and replace it with the following:  
39

40 On all projects funded with federal assistance the Contractor shall submit "Monthly Report of  
41 Amounts Credited as DBE Participation" (form 422-103 EF) on a monthly basis, in which DBE Work  
42 is accomplished, for every month in which the Contract is active or upon completion of the project, as  
43 appropriate. The monthly reports are due on the 20th of the month following the end of the previous  
44 month.  
45

46 Section 1-08.1 is supplemented with the following:  
47

48 (October 12, 1998)

49 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to  
50 the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor  
51 and the subcontractor or between the subcontractor and any lower tier subcontractor has been

1 executed. This certification shall also guarantee that these subcontract agreements include all the  
2 documents required by the Special Provision **Federal Agency Inspection**.

3  
4 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the  
5 contract until the following documents have been completed and submitted to the Engineer:

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

9  
10  
11 The Contractor's records pertaining to the requirements of this Special Provision shall be open to  
12 inspection or audit by representatives of the Contracting Agency during the life of the contract and for  
13 a period of not less than three years after the date of acceptance of the contract. The Contractor shall  
14 retain these records for that period. The Contractor shall also guarantee that these records of all  
15 Subcontractors and lower tier Subcontractors shall be available and open to similar inspection or audit  
16 for the same time period.

17 **1-08.1(1) Subcontract Completion and Return of Retainage Withheld**

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

19  
20  
21 (June 27, 2011)

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

23  
24 **Requirements**

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

44  
45  
46  
47  
48 **Conditions**

49 This clause does not create a contractual relationship between the Contracting Agency and any  
50 Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any  
51 Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting  
52 Agency and the Contractor.  
53



1  
2 **Payment**

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

5  
6 **1-08.3 Progress Schedule**

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

8 Section 1-08.3 is changed as follows:

9  
10 The first paragraph is deleted.

11  
12 The second paragraph is revised to read as follows:

13  
14 The progress schedule shall be submitted to the Engineer at least two (2) working days prior to  
15 the preconstruction conference. This schedule and any supplemental schedule shall show: (1)  
16 physical completion of all work within the specified contract time, (2) the proposed order of work,  
17 and (3) projected starting and completion times for major phases of the work and for the total  
18 project.

19  
20 The Contractor shall use a critical path diagram, bar graph, or similar type method to develop the  
21 schedule.

22  
23 The Contractor shall provide both paper and electronic copies of the schedule when requested.

24  
25 The third paragraph is deleted.

26  
27 **Contractor's Weekly Activities**

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

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

33  
34 The written weekly activity schedule shall be submitted to the Engineer or a designated assistant  
35 before the end of the last shift on the next to the last working day of the week preceding the  
36 indicated activities, or other mutually agreeable time.

37  
38 If the Contractor proceeds with work not indicated on the weekly activity schedule, or in a  
39 sequence differing from that which has been shown on the schedule, the Engineer may require  
40 the Contractor to delay unscheduled activities until they are included on a subsequent weekly  
41 activity schedule.

42  
43 Separately, and in addition to the weekly schedule, the Contractor shall submit weekly a  
44 summary of project activities to the Engineer. The summary of activities shall include a report of  
45 the nature and progress of each of the major activities that were advanced on the project within  
46 the previous week.

47  
48 **1-08.4 Prosecution of Work**

49  
50 Delete this section and replace it with the following:  
51

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

3  
4 Notice to Proceed will be given after the contract has been executed and the contract bond and  
5 evidence of insurance have been approved and filed by the Contracting Agency. The Contractor  
6 shall not commence with the work until the Notice to Proceed has been given by the Engineer. The  
7 Contractor shall commence construction activities on the project site within ten days of the Notice to  
8 Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work  
9 to the physical completion date within the time specified in the contract. Voluntary shutdown or  
10 slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to  
11 complete the work within the time(s) specified in the contract.  
12

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

21 **1-08.5 Time for Completion**

22 Section 1-08.5 is supplemented with the following:  
23  
24  
25

26 **1-08.8 Extensions of Time**

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

28 Section 1-08.8 is deleted and replaced with the following:  
29  
30

31 No Extensions of Time will be considered.  
32

33 **1-08.9 Liquidated Damages**

34 *(\*\*\*\*\*)*

35 Paragraph two of Section 1-08.9 is deleted and replaced with the following:  
36

37 The Contractor agrees to pay \$500.00 per day for each day beyond the physical completion date of June  
38 1, 2019 for the Crushed Screenings quantities.  
39

40 **1-09, MEASUREMENT AND PAYMENT**

41 **1-09.2 Weighing Equipment**

42 **1-09.2(1) General Requirements for Weighing Equipment**

43 Section 1-09.2(1) is revised to read as follows:  
44

45 *(January 3, 2011)*

46 Unless otherwise specified any highway or bridge construction materials to be proportioned or  
47 measured and paid for by weight, shall be weighed on scales. The Contractor shall provide, set  
48 up, operate and maintain the scales necessary to perform the weighing or shall designate  
49 permanently installed, certified commercial scales for the purpose. Each truck to be weighed  
50 shall bear a unique identification number. This number shall be legible and in plain view of both  
51 the scale operator and the person receiving the material at the jobsite.  
52

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 new  
9 site and then at 6-month intervals. The Contractor shall provide the Engineer a copy of the final  
10 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. The  
14 designated weigher shall prepare a weigh or load ticket to accompany each load. Each ticket  
15 shall contain the truck identification number, the date and time of weighing the load, a description  
16 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. This  
19 shall be a reading from any device which weighs as material is loaded or a calculation including  
20 gross weight and tare weight when the method of loading does not include weighing. It shall also  
21 identify the weighed material. When used, tare weights shall be taken of each hauling vehicle at  
22 least once each day. The ticket shall be provided to the inspector at the jobsite immediately after  
23 the material is delivered. A record of each day's tare weights shall be furnished to the Project  
24 Engineer daily using Form 422-027 EF, or on an alternate form approved by the Project Engineer.

25  
26 The vehicle operator shall deliver the ticket to the material receiver at the material delivery point.  
27 The material delivery point is defined as the location where the material is incorporated into the  
28 permanent work.

29  
30 Except as noted below, all weighing shall be subject to confirmation testing through random  
31 checks made with a second, separate scale. The secondary scale shall be described in the  
32 contract provisions, either as a designated independent commercial scale or as a platform scale  
33 installed by the Contractor at a location named in the provisions. The inspector will select loaded  
34 trucks at random and weigh them with the secondary scale. The same trucks will be weighed  
35 empty when the tested load has been delivered.

36  
37 The frequency of confirmation testing will be such that at least one test weekly is performed for  
38 each weighed contract item of work being performed during that week.

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

#### 44 **1-09.2(5) Measurement**

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

46  
47 (January 3, 2011)

48 If confirmation testing shows the initial scale has been underweighing, the on-site representative of  
49 the Contractor shall be notified. The Contractor shall not be compensated for any loss from  
50 underweighing.  
51  
52

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

3  
4 The combined weight of all materials weighed after the last test showing accurate results through  
5 the load preceding the next confirmation test shall be calculated. This combined weight will then  
6 be reduced by the percentage of weighing error that exceeds one-half of one percent. If  
7 subsequent confirmation tests continue to show overweighing, then the highest correction factor  
8 calculated from all tests shall be applied to all loads weighed after the last successful test and  
9 before a new confirmation test that shows accurate results.

10  
11 If the specifications and plans require weight measurement for minor construction items, the  
12 Contractor may request permission to convert volume to weight. If the Engineer approves, an agreed  
13 factor may be used to make this conversion.

14  
15 **1-09.2(6) Payment**

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

17 (January 3, 2011)  
18 Unless otherwise specified, the Contracting Agency will pay for no materials received by weight  
19 unless they have been weighed in accordance with the requirements of this section.

20  
21  
22 Unit contract prices for the various pay items of the project cover all costs related to weighing and  
23 proportioning materials for payment. These costs include those for furnishing, installing,  
24 certifying, maintaining and operating scales for initial weighing, those for extra haul distance and  
25 time involved in complying with confirmation testing requirements, and those for any other related  
26 item specified in this section.

27  
28 **1-09.9(1) Retainage**

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

30  
31 **Retainage of 5 percent shall be as required by RCW 60.28.011.**

32  
33 **1-09.11 Disputes and Claims**

34  
35 **1-09.11(3) Time Limitation and Jurisdiction**

36 *(July 23, 2015 APWA GSP)*

37  
38 Revise this section to read:

39  
40 For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims  
41 or causes of action which the Contractor has against the Contracting Agency arising from the  
42 Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-  
43 05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or  
44 causes of action shall be brought only in the Superior Court of the county where the Contracting  
45 Agency headquarters is located, provided that where an action is asserted against a county, RCW  
46 36.01.05 shall control venue and jurisdiction. The parties understand and agree that the Contractor's  
47 failure to bring suit within the time period provided, shall be a complete bar to any such claims or  
48 causes of action. It is further mutually agreed by the parties that when any claims or causes of action  
49 which the Contractor asserts against the Contracting Agency arising from the Contract are filed with  
50 the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to  
51 have timely access to any records deemed necessary by the Contracting Agency to assist in  
52 evaluating the claims or action.

53  
54 **1-09.13 Claims Resolution**

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

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

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

11  
12 **1-09.13(3)A Administration of Arbitration**  
13 (July 23, 2015 APWA GSP)

14  
15 Revise the third paragraph to read:

16  
17 The Contracting Agency and the Contractor mutually agree to be bound by the decision of the  
18 arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior  
19 Court of the county in which the Contracting Agency's headquarters is located, provided that where  
20 claims subject to arbitration are asserted against a county, RCW 36.01.05 shall control venue and  
21 jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision  
22 shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

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

25  
26 Section 1-09.13(4) is hereby deleted.

27  
28 **CLAIMS RESOLUTION**

29 (\*\*\*\*\*)

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

- 41  
42 a) Unless the parties otherwise agree, all disputes subject to arbitration shall be heard in a  
43 single arbitration hearing, and then only after completion of the contract. The parties shall be  
44 bound by Ch. 7.04 RCW generally, and by the arbitration rules hereafter stated, and shall, for  
45 purposes of administration of the arbitration, comply where applicable with the 1994 Lewis  
46 County Superior Court Mandatory Arbitration Rules (LMAR) sections 1.1(b), 1.3, 2.3, 3.1,  
47 3.2(a) and (b), 5.1, 5.2 (except as referenced to MAR 5.2), 5.3, 6.1, 6.2 (including the  
48 referenced MAR 6.2), and 8.6. There shall be one arbitrator, to be chosen by mutual  
49 agreement of the parties from the list provided by the Lewis County Superior Court  
50 Administrator. If the parties cannot agree on a person to serve as arbitrator, the matter shall  
51 be submitted for appointment of an arbitrator under LMAR 2.3. The arbitrator shall determine  
52 the scope and extent of discovery, except that the Contractor shall provide and update the  
53 information required by Section 1-09.11(2) of the Standard Specifications. Additionally, each  
54 party shall file a statement of proof with the other party and the arbitrator at least 20 calendar

1 days before the scheduled arbitration hearing. The statement of proof shall include:

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

33 **DIVISION 3**

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

35

36 **3-01, PRODUCTION FROM QUARRY AND PIT SITES**

37 **3-01.4 Contractor Furnished Material Sources**

38 **3-01.4(1) Acquisition and Development**

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

40 **(\*\*\*\*\*)**

41 No source has been provided for any materials necessary for the completion of this contract. The

42 Contractor shall be responsible for obtaining all necessary permits in regard to this Contract.

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

44 The Contractor hereby grants the Contracting Agency and/or its authorized contractors the right of

45 ingress and egress and to enter upon the crusher site at times listed as hours of work in the progress

46 schedule until the completion of this contract.

47

48 **3-04, ACCEPTANCE OF AGGREGATE**

49

50

51

52

1 **3-04.3 Construction Requirements**

2 Section 3-04.3 is supplemented with the following:

3  
4 **3-04.3(1) General**

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

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

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

9  
10 **3-04.3(2) Point of Acceptance**

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

12  
13 **(\*\*\*\*\*)**

14 The Contractor shall, at no expense to the Contracting Agency, provide the services of an independent  
15 State Certified testing lab to sample the preliminary 1,000 ton of crushed screenings stockpiled at the  
16 pit site for approval. Upon review and approval of the independent testing lab’s results, the County’s  
17 representative will test and verify that the product meets the Specifications prior to approval for  
18 delivery. Stockpiled material (or Lot) for preliminary approval shall be kept separate as described  
19 above until the material has been approved for delivery. See “Sampling” in this Section.

20  
21 Additional sampling shall be completed on each 1,000 tons of stockpiled material and shall be  
22 conducted by Lewis County. Stockpiled material may adjoin a previously approved stockpile with a  
23 clear understanding of the different production periods.

24  
25 **(\*\*\*\*\*)**

26 All Crushed Screenings tested by the County and approved to load for delivery at the pit site shall be  
27 weighed, as per Section 1-09 of these Special Provisions, as described in Section 1-08.5 of these  
28 Special Provisions, or as directed by the Engineer. When hauling is performed by the Contracting  
29 Agency, the Contractor shall load Crushed Screenings in Contracting Agency provided trucks.

30  
31 **(\*\*\*\*\*)**

32 **“Alternate Hauling” per ton**

33 In the event County hauling vehicles are not available and the Contractor has provided an alternate  
34 hauling bid price, the Contractor shall be responsible for hauling material and stockpiling with their  
35 equipment to the various locations listed in the Proposal. Only end-dump trucks and pup trailers will  
36 be allowed for delivery to stockpile sites. **No belly dumps will be allowed for stockpiling use – The  
37 Contractor will be responsible for stockpiling delivered aggregates for future use.** The  
38 acceptance point for the **Contractor hauled** finished product per ton shall be at Lewis County  
39 stockpile site.

40  
41 Availability to Lewis County stockpile sites shall be 6:30 am – 3:30 pm (strictly enforced) Monday  
42 through Thursday excluding Lewis County recognized holidays. Friday delivery may be possible with  
43 coordination and approval by the Engineer. The Contractor will be required to schedule with the  
44 County’s representative delivery times for each stockpile they intend to deliver to for any workday. A  
45 workday is described as a scheduled delivery day by the Contractor for on-site inspection. The  
46 Contractor shall give the County such notice 48 hours in advance of delivery date so the County can  
47 arrange for the on-site inspector. Any cancelation of delivery must occur 24 hours in advance of  
48 scheduled delivery. See Appendix A, Stockpile Rock Quantities.

49  
50 **3-04.3(3) Sampling**

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

52  
53 The initial sampling for preliminary verification test shall be done with Lewis County’s materials  
54 representative present so that the samples may be split for each representative.

1  
2 **3-04.3(4) Testing Results**

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

4  
5 The test results for any lot with greater than 1% passing on the No. 200 for 3/8 to No. 4 Crushed  
6 Screenings specifications in these Special Provisions 9-03.4(2) shall be rejected.

7  
8 The results of all testing performed will be available to the Contractor.

9  
10 **3-04.3(7)C Rejection Without Testing**

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

12  
13 **3-04.3(7)C is Deleted.**

14  
15 **3-04.4 Measurement**

16 Section 3-02.4 is supplemented with the following:

17  
18 (\*\*\*\*\*)

19 "3/8 - No. 4 Crushed Screenings" will be measured per ton.

20  
21 All costs related to "3/8 - No. 4 Crushed Screenings" per ton shall include all equipment, labor and  
22 incidentals necessary to crush, stockpile material at pit site and load in Contracting Agency vehicles.

23  
24 "Alternate Hauling" will be measured per ton.

25  
26 All costs related to "Alternate Hauling" shall be included in the unit price per ton and shall include all  
27 equipment, labor and incidentals necessary to transport material and stockpile to the various locations  
28 listed in Appendix A.

29  
30 **3-04.5 Payment**

31 Section 3-02.5 is supplemented with the following:

32  
33 (\*\*\*\*\*)

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

36  
37 "3/8 - No. 4 Crushed Screenings" per ton.

38  
39 "Alternate Hauling" per ton.

40  
41 **DIVISION 9**  
42 **MATERIALS**

43  
44 **9-03, AGGREGATES**

45 **9-03.4 Aggregate for Bituminous Surface Treatment**

46  
47  
48 **9-03.4(2) Grading and Quality**

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

50  
51 (\*\*\*\*\*)

52 Crushed Screenings Percent Passing is revised to read:



1  
2  
3 **Crushed Screenings**  
4 **Percent Passing**  
5 **3/8" – No.4**

		<u>Acceptance Tolerance</u>
6 1/2" square	99-100	± 1
7 3/8" square	70-90	± 1
8 No. 4	0-5	± 1
9 No. 200	0-1.0	0

10  
11  
12 All percentages are by weight.

13  
14 **The fracture requirements shall be at least two (2) fractured faces on 95% and will apply to the**  
15 **combined aggregate retained on the U.S. No. 4 sieve and above.**  
16

17 **POWER EQUIPMENT**

18 (\*\*\*\*\*)

19  
20 The successful bidder will be required to furnish the County a list of all equipment that they anticipate  
21 utilizing on this project.

22  
23 The bidder's attention is directed to the attached Power Equipment Form, which the successful bidder  
24 will be required to complete and return with the contract documents. This information will enable hourly  
25 rental rates to be computed by the County, utilizing the "Rental Rate Blue Book for Construction  
26 Equipment". No payment for any force account work will be allowed until this form has been returned  
27 and accepted by the County.  
28

29 **E-VERIFY**

30 (\*\*\*\*\*)

31  
32 "Effective June 21<sup>st</sup>, 2010, all contracts with a value of ≥ \$100,000 shall require that the awarded contractor  
33 register with the Department of Homeland Security E-Verify program. Contractors shall have sixty days  
34 after the execution of the contract to register and enter into a Memorandum of Understanding (MOU) with  
35 the Department of Homeland Security (DHS) E-Verify program. After completing the MOU the contractor  
36 shall have an additional sixty days to provide a written record on the authorized employment status of their  
37 employees and those of any sub-contractor(s) currently assigned to the contract. Employees hired during  
38 the execution of the contract and after submission of the initial verification will be verified to the county  
39 within 30 days of hire, as reported from the E-Verify program. The contractor will continue to update the  
40 County on all corrective actions required and changes made during the performance of the contract."  
41

42 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY**

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

44  
45 On or before the 5th day of each calendar month during the term of this contract, the Contracting Agency  
46 shall prepare monthly Progress Payments for work completed and material furnished. Payment cut-off  
47 period shall be the last day of the month. If the Contractor agrees, the Contractor will approve the  
48 Progress Payment and return the estimate to the Contracting Agency by the 15<sup>th</sup> day of that same  
49 calendar month. The Contracting Agency shall prepare a voucher based upon the approved Progress

1 Payment and payment based thereon shall be due the Contractor near the 10<sup>th</sup> day of the next calendar  
2 month. Material Supply contracts involving delivery of prefabricated material or stockpile material only  
3 (no physical work on Contracting Agency property) may be reimbursed via Contractor generated invoices  
4 upon written approval by the Engineer. Reimbursement by invoice shall not be subject to late charges  
5 listed on the Contractor's standard invoice form.

6  
7 When the Contractor reports the work is completed he/she shall then notify the Contracting Agency. The  
8 Contracting Agency shall inspect the work and report any deficiencies to the Contractor. When the  
9 Contracting Agency is satisfied the work has been completed in accordance with all plans and  
10 specifications, the Contracting Agency shall then accept the work.

11  
12 Upon completion of all work described in this Contract, the Contracting Agency shall prepare a Final  
13 Progress Payment and Final Contract Voucher for approval by the Contractor and processing for final  
14 payment. Release of the Contract Bond will be 60 days following Contracting Agency Final Acceptance  
15 of Contract, provided the conditions of Section 1-03.4 and Section 1-07.2 of these Special Provisions  
16 have been satisfied.

17  
18  
19  
20  
21

22 **APPENDICES**

23 (July 12, 1999)

24  
25 The following appendices are attached and made a part of this contract:

- 26  
27 \*\*\*\*\* APPENDIX A:  
28 Bid Proposal Documents  
29  
30 APPENDIX B:  
31 Contract Documents \*\*\*\*\*  
32  
33

# **APPENDIX A**

## **BID PROPOSAL DOCUMENTS**

### **INCLUDING:**

**Notice to Contractor**

**Proposal Form**

**Stockpile Sites / Location**

**Non-Collusion Declaration**

**Proposal Signature Page**

**Certification of Compliance**





## Lewis County Department of Public Works

Josh S. Metcalf, PE, Director

Tim Fife, PE, County Engineer

### NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Lewis County or designee, will open sealed proposals and publicly read them aloud on or after 11:00 a.m. on **Tuesday, February 5, 2019**, at the Lewis County Courthouse, Chehalis, Washington, for the 2019 Rock Proposal. This contract provides for the production, delivery and stockpiling of **\*\*\* Crushed Screenings, \*\*\*** and other work, all in accordance with these Contract Provisions, and the Standard Specifications.

#### **SEALED BIDS MUST BE DELIVERED BY OR BEFORE 11:00 A.M. on Tuesday, February 5, 2019**

(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 2019 ROCK PROPOSAL, TO BE OPENED ON OR AFTER 11:00 A.M. ON FEBRUARY 5, 2019.**

Informational copies of maps, plans and specifications are on file for inspection in the office of the County Engineer of Lewis County in Chehalis, Washington. The contract documents may be viewed and downloaded from Lewis County’s Web Site @ [www.lewiscountywa.gov/](http://www.lewiscountywa.gov/).

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



## PROPOSAL

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

This certifies that the undersigned has examined the 2019 Rock Proposal and locations, in Lewis County, Washington, and that the plans, specifications and contract governing the work embraced in these improvements, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said plans, specifications and contract, and the following schedules of rates and prices:

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

ITEM NO.	PRODUCT	APPROX. QUANTITY (TONS)	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
<b>3/8 - No.4 CRUSHED SCREENINGS</b>				
	STOCKPILE SITE	STOCKPILE NO.		
1A	HANAFORD - A1	1-03	754	\$
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>
1B	ALTERNATE HAULING	1-03	PER TON	-----
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>
2A	LINCOLN CREEK - A1	1-40	1,336	\$
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>
2B	ALTERNATE HAULING	1-40	PER TON	-----
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>
3A	BUNKER - A2	2-03	1,369	\$
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>
3B	ALTERNATE HAULING	2-03	PER TON	-----
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>
4A	MESKILL - A2	2-53	285	\$
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>
4B	ALTERNATE HAULING	2-53	PER TON	-----
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>
5A	PLEASANT VALLEY - A3	3-03	619	\$
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>
5B	ALTERNATE HAULING	3-03	PER TON	-----
				Sales Tax @ 7.8%
				<b>TOTAL BID</b>

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

	STOCKPILE SITE	STOCKPILE NO.			
6A	OLD VEGETATION - A3	3-23	630	\$	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
6B	ALTERNATE HAULING	3-23	PER TON	-----	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
7A	DROP BOX - A3	3-74	257	\$	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
7B	ALTERNATE HAULING	3-74	PER TON	-----	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
8A	TOLEDO - A5	5-03	102	\$	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
8B	ALTERNATE HAULING	5-03	PER TON	-----	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
9A	BRIM PIT - A5	5-23	4,695	\$	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
9B	ALTERNATE HAULING	5-23	PER TON	-----	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
10A	LARSON - A6	6-03	100	\$	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
10B	ALTERNATE HAULING	6-03	PER TON	-----	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
11A	KIONA - A7	7-03	752	\$	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
11B	ALTERNATE HAULING	7-03	PER TON	-----	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
12A	WSDOT - A7 PACKWOOD	7-23	501	\$	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
12B	ALTERNATE HAULING	7-23	PER TON	-----	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
13A	MINERAL - A7	7-53	468	\$	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$
13B	ALTERNATE HAULING	7-53	PER TON	-----	\$
				Sales Tax @ 7.8%	\$
				<b>TOTAL BID</b>	\$

**Note:**

- (1) Combined bid item totals are not required.
- (2) The Contractor may bid any selected bid item and any items left blank will be considered as 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 Lewis County haul cost, rock price, and sales tax will be use in the determination of low bid.



<b>STOCKPILE ROCK QUANTITIES</b>		
<b>"A"= AREA (IE; A1,A2,A3,A5, &amp; A7)</b>		
STOCKPILE SITE SECTION - TOWNSHIP - RANGE	ADDRESS LOCATION ( LATITUDE ; LONGITUDE )	QUANTITY (TONS) STOCKPILE NO.
<b>CHIPSEAL AGGREGATE (3/8 - #4 CRUSHED SCREENINGS)</b>		
HANAFORD - A1	148 BIG HANAFORD ROAD, CENTRALIA	754
28-15N-02W	LATITUDE- 46°37'06"N ; LONGITUDE- 122°55'58"W	1-03
LINCOLN CREEK - A1	2100 BLOCK LINCOLN CREEK RD, CENTRALIA	1,336
33-15N-04W	LATITUDE- 46°44'09"N ; LONGITUDE- 123°11'49"W	1-40
BUNKER - A2	307 SPOONER ROAD , CHEHALIS	1,369
7-13N-03W	LATITUDE- 46°37'33"N ; LONGITUDE- 123°05'50"W	2-03
MESKILL - A2	500 BLOCK MESKILL ROAD, BOISTFORT	285
10-13N-04W	LATITUDE- 46°38'03"N ; LONGITUDE- 123°09'59"W	2-53
PLEASANT VALLEY - A3	111 PLEASANT VALLEY ROAD, WINLOCK	619
9-12N-02W	LATITUDE- 46°32'36"N ; LONGITUDE- 122°56'15"W	3-03
OLD VEGETATION - A3	187 KIRKLAND ROAD, NAPAVINE	630
14-13N-02W	LATITUDE- 46°36'19"N ; LONGITUDE- 122°53'50"W	3-23
DROP BOX - A3	1100 BLOCK WINLOCK-VADER ROAD, WINLOCK	257
8-11N-02W	LATITUDE- 46°26'54"N ; LONGITUDE- 122°57'51"W	3-74
TOLEDO - A5	100 BLOCK COLLINS ROAD, TOLEDO	102
16-11N-01W	LATITUDE- 46°26'21"N ; LONGITUDE- 122°49'32"W	5-03
BRIM - A5	600 BLOCK BRIM ROAD, ONALASKA	4,695
29-12N-01E	LATITUDE- 46°29'38"N ; LONGITUDE- 122°42'29"W	5-23
LARSON - A5	500 BLOCK LARSON ROAD, MOSSYROCK	100
1-12N-02E	LATITUDE- 46°33'31"N ; LONGITUDE- 122°29'28"W	6-03
KIONA - A7	8911 US HIGHWAY 12, RANDLE	752
10-12N-06E	LATITUDE- 46°32'36"N ; LONGITUDE- 122°02'52"W	7-03
WSDOT - A7	12886 US HIGHWAY 12, PACKWOOD	501
22-13N-09E	LATITUDE- 46°35'58"N ; LONGITUDE- 121°40'35"W	7-23
MINERAL - A7	400 BLOCK MINERAL CREEK RD., MINERAL	468
10-14N-05E	LATITUDE- 46°42'32"N ; LONGITUDE- 122°09'33"W	7-53
<b>3/8 - #4 CRUSHED SCREENINGS TOTAL</b>		<b>11,868</b>



## **NON-COLLUSION DECLARATION**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participation in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

## **NOTICE TO ALL BIDDERS**

To report bid rigging activities

**1-800-424-9071**

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

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

DOT Form 272-036H  
Revised 10/94

**PROPOSAL - SIGNATURE PAGE**

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

\*\* 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 Attorn



## 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 \_\_\_\_\_, 2019, between the BOARD OF COUNTY COMMISSIONERS of LEWIS COUNTY, State of Washington, acting under and by virtue of RCW 36.77.040, hereinafter called

the Board, and \_\_\_\_\_ of \_\_\_\_\_

for \_\_\_sel\_\_\_, heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

**WITNESSETH:**

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

**DESCRIPTION OF WORK:**

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

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

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

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

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

**Contract - 1**

5. CANCELLATION OF CONTRACT FOR VIOLATION OF STATE POLICY

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

6. DOCUMENTS COMPRISING CONTRACT

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

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

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Contractor

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

Dated: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Surety

APPROVED AS TO FORM:

JONATHAN L. MEYER, Prosecuting Attorney

By: \_\_\_\_\_  
Civil Deputy

By: \_\_\_\_\_  
Attorney-in-fact

APPROVED:

\_\_\_\_\_  
County Engineer

**Contract – 2**



