

Lewis County
Department of Public Works
Engineering Division

**CONTRACT
PROVISIONS AND PLANS
FOR THE:**

2020 - 2023

DEBRIS REMOVAL PROJECT

COUNTY PROJECT NO. SW-CTS 20-23

December, 2019

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



BOARD OF COUNTY COMMISSIONERS

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

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1 **INTRODUCTION**

2 The following Amendments and Special Provisions shall be used in conjunction with the 2018 Standard
3 Specifications for Road, Bridge, and Municipal Construction.
4

5 **AMENDMENTS TO THE STANDARD SPECIFICATIONS**

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

11
12 Each Amendment contains all current revisions to the applicable section of the Standard Specifications
13 and may include references which do not apply to this particular project.
14

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

16 April 2, 2018

17 **1-05.9 Equipment**

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

19
20 Prior to mobilizing equipment on site, the Contractor shall thoroughly remove all loose dirt and
21 vegetative debris from drive mechanisms, wheels, tires, tracks, buckets and undercarriage. The
22 Engineer will reject equipment from the site until it returns clean.
23

24 This section is supplemented with the following:

25
26 Upon completion of the Work, the Contractor shall completely remove all loose dirt and vegetative
27 debris from equipment before removing it from the job site.
28

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

30 **1-07.7(1) General**

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

32
33 When the Contractor moves equipment or materials on or over Structures, culverts or pipes, the
34 Contractor may operate equipment with only the load-limit restrictions in Section 1-07.7(2).
35

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

37
38 Unit prices shall cover all costs for operating over Structures, culverts and pipes.
39

40 **1-07.9(2) Posting Notices**

41 The second sentence of the first paragraph (up until the colon) is revised to read:
42

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

2
3 In items 1 through 10, the revision dates are deleted.

4
5 **1-07.11(2) Contractual Requirements**

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

7
8 Item numbers 1 through 9 are revised to read 2 through 10, respectively.

9
10 After the preceding Amendment is applied, the following new item number 1 is inserted:

- 11
12 1. The Contractor shall maintain a Work site that is free of harassment, humiliation, fear, hostility
13 and intimidation at all times. Behaviors that violate this requirement include but are not limited
14 to:
- 15 a. Persistent conduct that is offensive and unwelcome.
 - 16 b. Conduct that is considered to be hazing.
 - 17 c. Jokes about race, gender, or sexuality that are offensive.
 - 18 d. Unwelcome, unwanted, rude or offensive conduct or advances of a sexual nature which
19 interferes with a person’s ability to perform their job or creates an intimidating, hostile, or
20 offensive work environment.
 - 21 e. Language or conduct that is offensive, threatening, intimidating or hostile based on race,
22 gender, or sexual orientation.
 - 23 f. Repeating rumors about individuals in the Work Site that are considered to be harassing
24 or harmful to the individual’s reputation.
- 25
26
27
28
29
30
31

32 **1-07.11(5) Sanctions**

33 This section is supplemented with the following:

34
35 Immediately upon the Engineer’s request, the Contractor shall remove from the Work site any
36 employee engaging in behaviors that promote harassment, humiliation, fear or intimidation
37 including but not limited to those described in these specifications.
38

39 **1-07.11(6) Incorporation of Provisions**

40 The first sentence is revised to read:

41
42 The Contractor shall include the provisions of Section 1-07.11(2) Contractual Requirements (1)
43 through (5) and the Section 1-07.11(5) Sanctions in every subcontract including procurement of
44 materials and leases of equipment.
45

46 **1-07.18 Public Liability and Property Damage Insurance**

47 Item number 1 is supplemented with the following new sentence:

1
2 This policy shall be kept in force from the execution date of the Contract until the Physical
3 Completion Date.
4

1
2

1 **INTRODUCTION**

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

5
6 The said Standard Specifications and Amendments thereto, the WSDOT Standard Plans, and WSDOT
7 Construction Manual, together with the Special Provisions and the attached plans hereinafter contained,
8 covering all work specified under this contract are incorporated and hereby made a part of this contract.
9 The Special Provisions hereinafter contained shall supersede any conflicting provisions of the Standard
10 Specifications and Amendments thereto, the WSDOT Standard Plans, and WSDOT Construction
11 Manual.

12
13 Several types of Special Provisions are included in this contract; General, Region, Bridges and
14 Structures, and Project Specific. Special Provisions types are differentiated as follows:

15		
16	(date)	General Special Provision
17	(*****)	Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
18		
19	(APWA GSP)	American Public Works Association General Special Provision
20		

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

24
25 **Project Specific Special Provisions** normally appear only in the contract for which they were
26 developed.

27
28 The following paragraph pertaining to the Standard Specifications shall obtain and be made a part of
29 this contract:

30
31 Wherever the word “State” or “Contracting Agency” is used it shall mean Lewis County; that
32 wherever the words “Secretary (Secretary of Transportation)” are used they shall mean Lewis
33 County Engineer; that wherever the words “State Treasurer” are used they shall mean Lewis
34 County Treasurer; that wherever the words “State Auditor” are used they shall mean Lewis
35 County Auditor; that wherever the words “Motor Vehicle Fund” are used they shall mean Lewis
36 County Road Fund.

37 **SPECIAL PROVISIONS**

38 **DIVISION 1**
39 **GENERAL REQUIREMENTS**

40
41 **1-01, DESCRIPTION OF WORK**

42 (March 13, 1995)

43 This contract provides for the improvement of *** Lewis County Solid Waste site, in Lewis County by
44 grinding and or chipping woody debris and load into hauling vehicles, *** and other work, all in
45 accordance with the attached Plans, these Contract Provisions, and the Standard Specifications.
46

47 **1-02, BID PROCEDURES AND CONDITIONS**

1 **1-02.1 Prequalification of Bidders**

2 Delete this Section and replace it with the following:

3
4 **1-02.1 Qualifications of Bidder**
5 (January 24, 2011 APWA GSP)

6
7 Before award of a public works contract, a bidder must meet at least the minimum qualifications of
8 RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public
9 works project.

10
11 **1-02.2 Plans and Specifications**

12 (*****)

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

14
15 Copies of the plans, specifications and soils information are on file in the office of:

16
17 Lewis County Public Works Department
18 2025 NE Kresky Ave.
19 Chehalis, Washington 98532
20 (360) 740-2612

21
22 The second paragraph of section 1-02.2 is revised to read:

23
24 Prospective bidders may obtain plans and specifications from Lewis County Public
25 Works Department in Chehalis, Washington or download from Lewis County Website at
26 www.lewiscountywa.gov.

27
28 **1-02.6 Preparation Of Proposal**

29 (August 2, 2004)

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

31
32
33 **1-02.12 Public Opening Of Proposal**

34 (*****)

35 Section 1-02.12 is supplemented with the following:

36
37 **Date and Time of Bid Opening**

38 The Board of County Commissioners of Lewis County or designee, will open sealed proposals and
39 publicly read them aloud on or after 11:00 a.m. on December 17, 2019, at the Lewis County
40 Courthouse, Chehalis, Washington, for the 2020-2023 Debris Removal Project.

41
42 **SEALED BIDS MUST BE DELIVERED BY OR BEFORE**
43 **11:00 A.M. on Tuesday, December 17, 2019**

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

46
47 **Delivery and Marking of Sealed Bid Proposals**

48 Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners
49 (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532) by or before **11:00**
50 **a.m.** on the date specified for opening, and in an envelope clearly marked: **“SEALED BID FOR**
51 **THE 2020-2023 DEBRIS REMOVAL PROJECT, TO BE OPENED ON OR AFTER 11:00 A.M. ON**
52 **DECEMBER 17, 2019.**

53
54 **1-02.13 Irregular Proposals**

2020-2023 Debris Removal Project
County Project No. SW-CTS 20-23

1 (January 4, 2016 APWA GSP)

2
3 Delete this section and replace it with the following:

- 4
5 1. A proposal will be considered irregular and will be rejected if:
- 6 a. The Bidder is not prequalified when so required;
 - 7 b. The authorized proposal form furnished by the Contracting Agency is not used or is
8 altered;
 - 9 c. The completed proposal form contains any unauthorized additions, deletions, alternate
10 Bids, or conditions;
 - 11 d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into
12 the Contract;
 - 13 e. A price per unit cannot be determined from the Bid Proposal;
 - 14 f. The Proposal form is not properly executed;
 - 15 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as
16 required in Section 1-02.6;
 - 17 h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise
18 Certification, if applicable, as required in Section 1-02.6;
 - 19 i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's
20 completed DBE Utilization Certification that they are in agreement with the bidders DBE
21 participation commitment, if applicable, as required in Section 1-02.6, or if the written
22 confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - 23 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as
24 required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate
25 that a Good Faith Effort to meet the Condition of Award was made;
 - 26 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material
27 terms of the Bid invitation; or
 - 28 l. More than one proposal is submitted for the same project from a Bidder under the same
29 or different names.
- 30
31 2. A Proposal may be considered irregular and may be rejected if:
- 32 a. The Proposal does not include a unit price for every Bid item;
 - 33 b. Any of the unit prices are excessively unbalanced (either above or below the amount of
34 a reasonable Bid) to the potential detriment of the Contracting Agency;
 - 35 c. Receipt of Addenda is not acknowledged;
 - 36 d. A member of a joint venture or partnership and the joint venture or partnership submit
37 Proposals for the same project (in such an instance, both Bids may be rejected); or
 - 38 e. If Proposal form entries are not made in ink.

39
40 **1-02.14 Disqualification of Bidders**

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

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

44
45
46 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder
47 responsibility criteria in RCW 39.04.350(1), as amended; or does not meet the following
48 Supplemental Criteria:

49
50 1. **Delinquent State Taxes**

- 1 A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State
2 Department of Revenue without a payment plan approved by the Department of
3 Revenue.
4
5 B. Documentation: The Bidder shall not be listed on the Washington State Department of
6 Revenue's "Delinquent Taxpayer List" website:
7 <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are so
8 listed, they must submit a written payment plan approved by the Department of
9 Revenue, to the Contracting Agency by the deadline listed below.

10
11 2. **Federal Debarment**

- 12
13 A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal
14 government.
15
16 B. Documentation: The Bidder shall not be listed as having an "active exclusion" on the
17 U.S. government's "System for Award Management" database (www.sam.gov).

18
19 3. **Subcontractor Responsibility**

- 20
21 A. Criterion: The Bidder's standard subcontract form shall include the subcontractor
22 responsibility language required by RCW 39.06.020, and the Bidder shall have an
23 established procedure which it utilizes to validate the responsibility of each of its
24 subcontractors. The Bidder's subcontract form shall also include a requirement that
25 each of its subcontractors shall have and document a similar procedure to determine
26 whether the sub-tier subcontractors with whom it contracts are also "responsible"
27 subcontractors as defined by RCW 39.06.020.
28
29 B. Documentation: The Bidder, if and when required as detailed below, shall submit a
30 copy of its standard subcontract form for review by the Contracting Agency, and a
31 written description of its procedure for validating the responsibility of subcontractors
32 with which it contracts.

33
34 4. **Prevailing Wages**

- 35
36 A. Criterion: The Bidder shall not have a record of prevailing wage violations as
37 determined by WA Labor & Industries in the five years prior to the bid submittal date,
38 that demonstrates a pattern of failing to pay workers prevailing wages, unless there
39 are extenuating circumstances and such circumstances are deemed acceptable to the
40 Contracting Agency.
41
42 B. Documentation: The Bidder, if and when required as detailed below, shall submit a list
43 of all prevailing wage violations in the five years prior to the bid submittal date, along
44 with an explanation of each violation and how it was resolved. The Contracting
45 Agency will evaluate these explanations and the resolution of each complaint to
46 determine whether the violation demonstrate a pattern of failing to pay its workers
47 prevailing wages as required.

48
49 5. **Claims Against Retainage and Bonds**

- 50
51 A. Criterion: The Bidder shall not have a record of excessive claims filed against the
52 retainage or payment bonds for public works projects in the three years prior to the bid
53 submittal date, that demonstrate a lack of effective management by the Bidder of

1 making timely and appropriate payments to its subcontractors, suppliers, and workers,
2 unless there are extenuating circumstances and such circumstances are deemed
3 acceptable to the Contracting Agency.

4
5 B. Documentation: The Bidder, if and when required as detailed below, shall submit a list
6 of the public works projects completed in the three years prior to the bid submittal date
7 that have had claims against retainage and bonds and include for each project the
8 following information:

- 9
- 10 • Name of project
- 11 • The owner and contact information for the owner;
- 12 • A list of claims filed against the retainage and/or payment bond for any of the
- 13 projects listed;
- 14 • A written explanation of the circumstances surrounding each claim and the
- 15 ultimate resolution of the claim.
- 16

17 **6. Public Bidding Crime**

18
19 A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime
20 involving bidding on a public works contract in the five years prior to the bid submittal
21 date.

22
23 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
24 statement (on a form to be provided by the Contracting Agency) that the Bidder and/or
25 its owners have not been convicted of a crime involving bidding on a public works
26 contract.

27
28 **7. Termination for Cause / Termination for Default**

29
30 A. Criterion: The Bidder shall not have had any public works contract terminated for
31 cause or terminated for default by a government agency in the five years prior to the
32 bid submittal date, unless there are extenuating circumstances and such
33 circumstances are deemed acceptable to the Contracting Agency.

34
35 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
36 statement (on a form to be provided by the Contracting Agency) that the Bidder has
37 not had any public works contract terminated for cause or terminated for default by a
38 government agency in the five years prior to the bid submittal date; or if Bidder was
39 terminated, describe the circumstances. .

40
41 **8. Lawsuits**

42
43 A. Criterion: The Bidder shall not have lawsuits with judgments entered against the
44 Bidder in the five years prior to the bid submittal date that demonstrate a pattern of
45 failing to meet the terms of contracts, unless there are extenuating circumstances and
46 such circumstances are deemed acceptable to the Contracting Agency

47
48 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
49 statement (on a form to be provided by the Contracting Agency) that the Bidder has
50 not had any lawsuits with judgments entered against the Bidder in the five years prior
51 to the bid submittal date that demonstrate a pattern of failing to meet the terms of
52 contracts, or shall submit a list of all lawsuits with judgments entered against the
53 Bidder in the five years prior to the bid submittal date, along with a written explanation

1 of the circumstances surrounding each such lawsuit. The Contracting Agency shall
2 evaluate these explanations to determine whether the lawsuits demonstrate a pattern
3 of failing to meet of terms of construction related contracts
4

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

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

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

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

45 **1-02.15 Pre Award Information** 46 *(August 14, 2013 APWA GSP)*

47
48 Revise this section to read:
49

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

- 52 1. A complete statement of the origin, composition, and manufacture of any or all materials to be
53 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.

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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

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

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

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

1-03.4 Contract Bond

1 (July 23, 2015 APWA GSP)

2
3 Delete the first paragraph and replace it with the following:

4
5 The successful bidder shall provide executed payment and performance bond(s) for the full contract
6 amount. The bond may be a combined payment and performance bond; or be separate payment
7 and performance bonds. In the case of separate payment and performance bonds, each shall be
8 for the full contract amount. The bond(s) shall:

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

33 34 **1-05, CONTROL OF WORK**

35 **1-05.7 Removal of Defective and Unauthorized Work** 36 (October 1, 2005 APWA GSP)

37
38 Supplement this section with the following:

39
40 If the Contractor fails to remedy defective or unauthorized work within the time specified in a written
41 notice from the Engineer, or fails to perform any part of the work required by the Contract
42 Documents, the Engineer may correct and remedy such work as may be identified in the written
43 notice, with Contracting Agency forces or by such other means as the Contracting Agency may
44 deem necessary.

45
46 If the Contractor fails to comply with a written order to remedy what the Engineer determines to be
47 an emergency situation, the Engineer may have the defective and unauthorized work corrected
48 immediately, have the rejected work removed and replaced, or have work the Contractor refuses to
49 perform completed by using Contracting Agency or other forces. An emergency situation is any

1 situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or
2 might cause serious risk of loss or damage to the public.

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

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

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

19
20 **1-05.13 Superintendents, Labor and Equipment of Contractor**
21 (March 25, 2009 APWA GSP)

22
23 Revise the seventh paragraph to read:

24
25 Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to Section 1-
26 02.14, it will take these performance reports into account.

27
28 **1-05.14 Cooperation With Other Contractors**

29 Section 1-05.14 is supplemented with the following:
30 (March 13, 1995)

31
32 **Other Contracts Or Other Work**

33 It is anticipated that the following work adjacent to or within the limits of this project will be performed by
34 others during the course of this project and will require coordination of the work:

35
36 \$\$ Trucking Operations, Solid Waste Operations \$\$
37

38 **1-05.15 Method of Serving Notices**

39 (March 25, 2009 APWA GSP)

40 Revise the second paragraph to read:

41
42 All correspondence from the Contractor shall be directed to the Project Engineer. All
43 correspondence from the Contractor constituting any notification, notice of protest, notice of dispute,
44 or other correspondence constituting notification required to be furnished under the Contract, must
45 be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office.
46 Electronic copies such as e-mails or electronically delivered copies of correspondence will not
47 constitute such notice and will not comply with the requirements of the Contract.
48

49 **1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

50
51 **1-07.2 State Taxes**

2020-2023 Debris Removal Project
County Project No. SW-CTS 20-23

1 Delete this section, including its sub-sections, in its entirety and replace it with the following:
2

3 **1-07.2 State Sales Tax**
4 *(June 27, 2011 APWA GSP)*

5
6 The Washington State Department of Revenue has issued special rules on the State sales tax.
7 Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should
8 contact the Washington State Department of Revenue for answers to questions in this area. The
9 Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax
10 liability.

11
12 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
13 amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2)
14 describes this exception.

15
16 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-
17 funded Project) only if the Contractor has obtained from the Washington State Department of
18 Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051).
19 The Contracting Agency may deduct from its payments to the Contractor any amount the
20 Contractor may owe the Washington State Department of Revenue, whether the amount owed
21 relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

22
23 **1-07.2(1) State Sales Tax — Rule 171**

24
25 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc.,
26 which are owned by a municipal corporation, or political subdivision of the state, or by the United
27 States, and which are used primarily for foot or vehicular traffic. This includes storm or combined
28 sewer systems within and included as a part of the street or road drainage system and power lines
29 when such are part of the roadway lighting system. For work performed in such cases, the
30 Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or
31 other contract amounts, including those that the Contractor pays on the purchase of the materials,
32 equipment, or supplies used or consumed in doing the work.

33
34 **1-07.2(2) State Sales Tax — Rule 170**

35
36 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing
37 buildings, or other structures, upon real property. This includes, but is not limited to, the
38 construction of streets, roads, highways, etc., owned by the state of Washington; water mains and
39 their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and
40 disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph,
41 electrical power distribution lines, or other conduits or lines in or above streets or roads, unless
42 such power lines become a part of a street or road lighting system; and installing or attaching of any
43 article of tangible personal property in or to real property, whether or not such personal property
44 becomes a part of the realty by virtue of installation.

45
46 For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail
47 sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to
48 each payment to the Contractor. For this reason, the Contractor shall not include the retail sales
49 tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following
50 exception.

51
52 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a
53 subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable

1 supplies not integrated into the project. Such sales taxes shall be included in the unit bid item
2 prices or in any other contract amount.

3
4 **1-07.2(3) Services**

5
6 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly
7 for professional or other services (as defined in Washington State Department of Revenue Rules
8 138 and 244).

9
10 **1-07.6 Permits and Licenses**

11 Section 1-07.6 is supplemented with the following:

12
13 (*****)

14 The Contractor will be required to obtain all necessary permits and licenses for the performance of
15 any and all work connected with this Contract.

16
17 **1-07.9 Wages**

18
19 **1-07.9(1) General**

20 (January 9, 2019)

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

22
23 The Federal wage rates incorporated in this contract have been established by the Secretary of
24 Labor under United States Department of Labor General Decision No. WA190001.

25
26 (*****)

27 **Federal Wage Rates incorporated into this Contract are intended for a FEMA disaster event**
28 **within the Contract time frame. All other wages shall follow State wage rates.**

29
30 The State rates incorporated in this contract are applicable to all construction activities associated
31 with this contract.

32
33 **1-07.9(5) Required Documents**

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

35
36 (*****)

37 **The Contracting Agency shall withhold payment to each bid item missing “Statement of**
38 **Intent to Pay prevailing Wages” as described in this Section of the Standard**
39 **Specifications.**

40
41 (April 2, 2007)

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

43
44 State prevailing wage rates for public works contracts are included in this contract and show a separate
45 listing for the occupation:

46
47 Landscape Construction, which includes several different occupation descriptions such as:
48 Irrigation and Landscape Plumbers, Irrigation and Landscape Power Equipment Operators, and
49 Landscaping or Planting Laborers.

50
51 In addition, federal wage rates that are included in this contract may also include occupation
52 descriptions in Federal Occupational groups for work also specifically identified with landscaping such
53 as:

1 Laborers with the occupation description, Landscaping or Planting, or

2
3
4 Power Equipment Operators with the occupation description, Mulch Seeding Operator.

5
6 If Federal wage rates include one or more rates specified as applicable to landscaping work, then
7 Federal wage rates for all occupation descriptions, specific or general, must be considered and
8 compared with corresponding State wage rates. The higher wage rate, either State or Federal,
9 becomes the minimum wage rate for the work performed in that occupation.

10
11 Contractors are responsible for determining the appropriate crafts necessary to perform the contract
12 work. If a classification considered necessary for performance of the work is missing from the Federal
13 Wage Determination applicable to the contract, the Contractor shall initiate a request for approval of a
14 proposed wage and benefit rate. The Contractor shall prepare and submit Standard Form 1444,
15 Request for Authorization of Additional Classification and Wage Rate available at
16 <http://www.wdol.gov/docs/sf1444.pdf>, and submit the completed form to the Project Engineer's office.
17 The presence of a classification wage on the Washington State Prevailing Wage Rates For Public
18 Works Contracts does not exempt the use of form 1444 for the purpose of determining a federal
19 classification wage rate.

20
21 (*****)

22 **Note: No landscape construction is anticipated in this contract. The above listed occupation is**
23 **provided as an example. It is the Contractor's responsibility to determine the appropriate crafts**
24 **necessary to perform the contract work.**

25
26 **1-07.11 Requirements for Nondiscrimination**

27 Section 1-07.11 is supplemented with the following:

28
29 (January 3, 2011)

30 Requirement For Affirmative Action to Ensure Equal Employment Opportunity (Executive Order
31 11246)

- 32
33 1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal
34 Equal Employment Opportunity Construction Contract Specifications set forth herein.
35
36 2. The goals and timetables for minority and female participation set by the Office of Federal
37 Contract Compliance Programs, expressed in percentage terms for the Contractor's
38 aggregate work force in each construction craft and in each trade on all construction work in
39 the covered area, are as follows:

40
41 Women - Statewide

42
43 Timetable

44
45 Until further notice

42
43 Goal

44
45 6.9%

46 Minorities - by Standard Metropolitan Statistical Area (SMSA)

1	Spokane, WA:	
2	SMSA Counties:	
3	Spokane, WA	2.8
4	WA Spokane.	
5	Non-SMSA Counties	3.0
6	WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA	
7	Pend Oreille; WA Stevens; WA Whitman.	
8		
9	Richland, WA	
10	SMSA Counties:	
11	Richland Kennewick, WA	5.4
12	WA Benton; WA Franklin.	
13	Non-SMSA Counties	3.6
14	WA Walla Walla.	
15		
16	Yakima, WA:	
17	SMSA Counties:	
18	Yakima, WA	9.7
19	WA Yakima.	
20	Non-SMSA Counties	7.2
21	WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
22		
23	Seattle, WA:	
24	SMSA Counties:	
25	Seattle Everett, WA	7.2
26	WA King; WA Snohomish.	
27	Tacoma, WA	6.2
28	WA Pierce.	
29	Non-SMSA Counties	6.1
30	WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA	
31	Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA	
32	Whatcom.	
33		
34	Portland, OR:	
35	SMSA Counties:	
36	Portland, OR-WA	4.5
37	WA Clark.	
38	Non-SMSA Counties	3.8
39	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	
40		

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

46
47 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-
48 4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative
49 action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to
50 meet the goals. The hours of minority and female employment and training must be
51 substantially uniform throughout the length of the contract, in each construction craft and in
52 each trade, and the Contractor shall make a good faith effort to employ minorities and women
53 evenly on each of its projects. The transfer of minority or female employees or trainees from
54 Contractor to Contractor or from project to project for the sole purpose of meeting the
55 Contractor's goal shall be a violation of the contract, the Executive Order and the regulations

1 in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours
2 performed.

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

12
13 District Director
14 U.S. Department of Labor
15 Office of Federal Contract Compliance Programs
16 Seattle District Office
17 1111 Third Avenue, Suite 745
18 Seattle, WA 98101-3212
19

20 Additional information may be found at the U.S. Department of Labor website:
21 <http://www.dol.gov/ofccp/TAguides/ctaguide.htm>
22

- 23 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area is
24 as designated herein.
25

26 Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive
27 Order 11246)
28

- 29 1. As used in these specifications:
30

- 31 a. Covered Area means the geographical area described in the solicitation from which
32 this contract resulted;
33
34 b. Director means Director, Office of Federal Contract Compliance Programs, United
35 States Department of Labor, or any person to whom the Director delegates authority;
36
37 c. Employer Identification Number means the Federal Social Security number used on
38 the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
39
40 d. Minority includes:
41
42 (1) Black, a person having origins in any of the Black Racial Groups of Africa.
43
44 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican,
45 Puerto Rican, Cuban, Central American, South American, or other Spanish
46 origin.
47
48 (3) Asian or Pacific Islander, a person having origins in any of the original
49 peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and
50 Samoa.
51
52 (4) American Indian or Alaskan Native, a person having origins in any of the
53 original peoples of North America, and who maintain cultural identification
54 through tribal affiliation or community recognition.
55

- 1 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work
2 involving any construction trade, it shall physically include in each subcontract in excess of
3 \$10,000 the provisions of these specifications and the Notice which contains the applicable
4 goals for minority and female participation and which is set forth in the solicitations from which
5 this contract resulted.
6
- 7 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by
8 the U.S. Department of Labor in the covered area either individually or through an
9 association, its affirmative action obligations on all work in the Plan area (including goals and
10 timetables) shall be in accordance with that Plan for those trades which have unions
11 participating in the Plan. Contractors must be able to demonstrate their participation in and
12 compliance with the provisions of any such Hometown Plan. Each Contractor or
13 Subcontractor participating in an approved Plan is individually required to comply with its
14 obligations under the EEO clause, and to make a good faith effort to achieve each goal under
15 the Plan in each trade in which it has employees. The overall good faith performance by other
16 Contractors or Subcontractors toward a goal in an approved Plan does not excuse any
17 covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan
18 goals and timetables.
19
- 20 4. The Contractor shall implement the specific affirmative action standards provided in
21 paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from
22 which this contract resulted are expressed as percentages of the total hours of employment
23 and training of minority and female utilization the Contractor should reasonably be able to
24 achieve in each construction trade in which it has employees in the covered area. Covered
25 construction contractors performing construction work in geographical areas where they do
26 not have a Federal or federally assisted construction contract shall apply the minority and
27 female goals established for the geographical area where the work is being performed. The
28 Contractor is expected to make substantially uniform progress in meeting its goals in each
29 craft during the period specified.
30
- 31 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with
32 whom the Contractor has a collective bargaining agreement, to refer either minorities or
33 women shall excuse the Contractor's obligations under these specifications, Executive Order
34 11246, or the regulations promulgated pursuant thereto.
35
- 36 6. In order for the nonworking training hours of apprentices and trainees to be counted in
37 meeting the goals, such apprentices and trainees must be employed by the Contractor during
38 the training period, and the Contractor must have made a commitment to employ the
39 apprentices and trainees at the completion of their training, subject to the availability of
40 employment opportunities. Trainees must be trained pursuant to training programs approved
41 by the U.S. Department of Labor.
42
- 43 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity.
44 The evaluation of the Contractor's compliance with these specifications shall be based upon
45 its effort to achieve maximum results from its action. The Contractor shall document these
46 efforts fully, and shall implement affirmative action steps at least as extensive as the following:
47
 - 48 a. Ensure and maintain a working environment free of harassment, intimidation, and
49 coercion at all sites, and in all facilities at which the Contractor's employees are
50 assigned to work. The Contractor, where possible, will assign two or more women to
51 each construction project. The Contractor shall specifically ensure that all foremen,
52 superintendents, and other on-site supervisory personnel are aware of and carry out
53 the Contractor's obligation to maintain such a working environment, with specific
54 attention to minority or female individuals working at such sites or in such facilities.
55

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

1 acceptance of applications for apprenticeship or other training by any recruitment
2 source, the Contractor shall send written notification to organizations such as the
3 above, describing the openings, screening procedures, and tests to be used in the
4 selection process.

- 5
- 6 j. Encourage present minority and female employees to recruit other minority persons
7 and women and where reasonable, provide after school, summer and vacation
8 employment to minority and female youth both on the site and in other areas of a
9 Contractor's work force.
- 10
- 11 k. Validate all tests and other selection requirements where there is an obligation to do
12 so under 41 CFR Part 60-3.
- 13
- 14 l. Conduct, at least annually, an inventory and evaluation of all minority and female
15 personnel for promotional opportunities and encourage these employees to seek or
16 to prepare for, through appropriate training, etc., such opportunities.
- 17
- 18 m. Ensure that seniority practices, job classifications, work assignments and other
19 personnel practices, do not have a discriminatory effect by continually monitoring all
20 personnel and employment related activities to ensure that the EEO policy and the
21 Contractor's obligations under these specifications are being carried out.
- 22
- 23 n. Ensure that all facilities and company activities are nonsegregated except that
24 separate or single-user toilet and necessary changing facilities shall be provided to
25 assure privacy between the sexes.
- 26
- 27 o. Document and maintain a record of all solicitations of offers for subcontracts from
28 minority and female construction contractors and suppliers, including circulation of
29 solicitations to minority and female contractor associations and other business
30 associations.
- 31
- 32 p. Conduct a review, at least annually, of all supervisors' adherence to and performance
33 under the Contractor's EEO policies and affirmative action obligations.
- 34

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

47

48 9. A single goal for minorities and a separate single goal for women have been established. The
49 Contractor, however, is required to provide equal employment opportunity and to take
50 affirmative action for all minority groups, both male and female, and all women, both minority
51 and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a
52 particular group is employed in substantially disparate manner (for example, even though the
53 Contractor has achieved its goals for women generally, the Contractor may be in violation of
54 the Executive Order if a specific minority group of women is underutilized).

55

- 1 10. The Contractor shall not use the goals and timetables or affirmative action standards to
2 discriminate against any person because of race, color, religion, sex, or national origin.
3
4 11. The Contractor shall not enter into any subcontract with any person or firm debarred from
5 Government contracts pursuant to Executive Order 11246.
6
7 12. The Contractor shall carry out such sanctions and penalties for violation of these
8 specifications and of the Equal Opportunity Clause, including suspensions, terminations and
9 cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive
10 Order 11246, as amended, and its implementing regulations by the Office of Federal Contract
11 Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties
12 shall be in violation of these specifications and Executive Order 11246, as amended.
13
14 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific
15 affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of
16 this Special Provision, so as to achieve maximum results from its efforts to ensure equal
17 employment opportunity. If the Contractor fails to comply with the requirements of the
18 Executive Order, the implementing regulations, or these specifications, the Director shall
19 proceed in accordance with 41 CFR 60-4.8.
20
21 14. The Contractor shall designate a responsible official to monitor all employment related activity
22 to ensure that the company EEO policy is being carried out, to submit reports relating to the
23 provisions hereof as may be required by the government and to keep records. Records shall
24 at least include, for each employee, their name, address, telephone numbers, construction
25 trade, union affiliation if any, employee identification number when assigned, social security
26 number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of
27 changes in status, hours worked per week in the indicated trade, rate of pay, and locations at
28 which the work was performed. Records shall be maintained in an easily understandable and
29 retrievable form; however, to the degree that existing records satisfy this requirement, the
30 Contractors will not be required to maintain separate records.
31
32 15. Nothing herein provided shall be construed as a limitation upon the application of other laws
33 which establish different standards of compliance or upon the application of requirements for
34 the hiring of local or other area residents (e.g., those under the Public Works Employment Act
35 of 1977 and the Community Development Block Grant Program).
36
37 16. Additional assistance for Federal Construction Contractors on contracts administered by
38 Washington State Department of Transportation or by Local Agencies may be found at:

39
40 Washington State Dept. of Transportation
41 Office of Equal Opportunity
42 PO Box 47314
43 310 Maple Park Ave. SE
44 Olympia WA
45 98504-7314
46 Ph: 360-705-7090
47 Fax: 360-705-6801
48 <http://www.wsdot.wa.gov/equalopportunity/default.htm>
49

50 **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan**

51 Section 1-07.15(1) is supplemented with the following:

52
53 (*****)

54 The Contracting Agency has entered a lump sum SPCC Plan bid item in each Schedule (Schedule A
55 and Schedule B) in the Proposal.

1
2 **1-07.18 Public Liability and Property Damage Insurance**

3
4 Delete this section in its entirety, and replace it with the following:

5
6 **1-07.18 Insurance**

7 (January 24, 2011 APWA GSP)

8
9 **1-07.18(1) General Requirements**

- 10 A. The Contractor shall obtain the insurance described in this section from insurers approved by
11 the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided
12 by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is
13 licensed to do business in the state of Washington (or issued as a surplus line by a Washington
14 Surplus lines broker). The Contracting Agency reserves the right to approve or reject the
15 insurance provided, based on the insurer (including financial condition), terms and coverage,
16 the Certificate of Insurance, and/or endorsements.
- 17
18 B. The Contractor shall keep this insurance in force during the term of the contract and for thirty
19 (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- 20
21 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all
22 subsequent renewals, shall be no later than the effective date of this Contract. The policy shall
23 state that coverage is claims made, and state the retroactive date. Claims-made form coverage
24 shall be maintained by the Contractor for a minimum of 36 months following the Final
25 Completion or earlier termination of this contract, and the Contractor shall annually provide the
26 Contracting Agency with proof of renewal. If renewal of the claims made form of coverage
27 becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended
28 reporting period ("tail") or execute another form of guarantee acceptable to the Contracting
29 Agency to assure financial responsibility for liability for services performed.
- 30
31 D. The insurance policies shall contain a "cross liability" provision.
- 32
33 E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-
34 contributory insurance as respects the Contracting Agency's insurance, self-insurance, or
35 insurance pool coverage.
- 36
37 F. The Contractor shall provide the Contracting Agency and all Additional Insureds with written
38 notice of any policy cancellation, within two business days of their receipt of such notice.
- 39
40 G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of
41 the insurance policy(s).
- 42
43 H. The Contractor shall not begin work under the contract until the required insurance has been
44 obtained and approved by the Contracting Agency.
- 45
46 I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a
47 material breach of contract, upon which the Contracting Agency may, after giving five business
48 days notice to the Contractor to correct the breach, immediately terminate the contract or, at its
49 discretion, procure or renew such insurance and pay any and all premiums in connection
50 therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at
51 the sole discretion of the Contracting Agency, offset against funds due the Contractor from the
52 Contracting Agency.
- 53

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

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

5 All insurance policies, with the exception of Professional Liability and Workers Compensation, shall
6 name the following listed entities as additional insured(s):

7
8 the Contracting Agency and its officers, elected officials, employees, agents, and volunteers.

9
10 The above-listed entities shall be additional insured(s) for the full available limits of liability
11 maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of
12 whether such limits maintained by the Contractor are greater than those required by this Contract,
13 and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-
14 07.18(3) describes limits lower than those maintained by the Contractor.

15
16 **1-07.18(3) Subcontractors**

17 Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum
18 the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting
19 Agency, the Contractor shall provide evidence of such insurance.

20
21 **1-07.18(4) Evidence of Insurance**

22 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
23 endorsements for each policy of insurance meeting the requirements set forth herein when the
24 Contractor delivers the signed Contract for the work. The certificate and endorsements must
25 conform to the following requirements:

- 26 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 27 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-
28 07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a
29 copy of any blanket additional insured clause from its policies instead of a separate
30 endorsement. A statement of additional insured status on an ACORD Certificate of Insurance
31 shall not satisfy this requirement.
- 32 3. Any other amendatory endorsements to show the coverage required herein.

33
34 **1-07.18(5) Coverages and Limits**

35 The insurance shall provide the minimum coverages and limits set forth below. Providing
36 coverage in these stated minimum limits shall not be construed to relieve the Contractor from
37 liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and
38 are subject to approval by the Contracting Agency. The cost of any claim payments falling within
39 the deductible shall be the responsibility of the Contractor.

40
41 **1-07.18(5)A Commercial General Liability**

42 A policy of Commercial General Liability Insurance, including:

- 43
- 44 Per project aggregate
- 45 Premises/Operations Liability
- 46 Products/Completed Operations – for a period of one year following final acceptance of the
47 work.
- 48 Personal/Advertising Injury
- 49 Contractual Liability
- 50 Independent Contractors Liability
- 51 Stop Gap / Employers' Liability
- 52 Explosion, Collapse, or Underground Property Damage (XCU)

1 Blasting (only required when the Contractor's work under this Contract includes exposures to
2 which this specified coverage responds)

3
4 Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence

5 Stop Gap / Employers' Liability

\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

6
7 **1-07.18(5)B Automobile Liability**

8 Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90
9 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such
10 policy(ies) must provide the following minimum limit:

11 \$1,000,000 combined single limit

12
13 **1-07.18(5)C Workers' Compensation**

14 The Contractor shall comply with Workers' Compensation coverage as required by the Industrial
15 Insurance laws of the state of Washington.

16
17 **1-08, PROSECUTION AND PROGRESS**

18
19 **1-08.0 Preliminary Matters**

20 (May 25, 2006 APWA GSP)

21 Add the following new section:

22
23 **1-08.0(1) Preconstruction Conference**

24 (October 10, 2008 APWA GSP)

25
26 Prior to the Contractor beginning the work, a preconstruction conference will be held between the
27 Contractor, the Engineer and such other interested parties as may be invited. The purpose of the
28 preconstruction conference will be:

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

37
38 The Contractor shall prepare and submit at the preconstruction conference the following:

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

1
2 **1-08.1 Subcontracting**

3 Section 1-08.1 is supplemented with the following:

4
5 (October 12, 1998)

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

11
12 A subcontractor or lower tier subcontractor will not be permitted to perform any work under the
13 contract until the following documents have been completed and submitted to the Engineer:

- 14
15 1. Request to Sublet Work (Form 421-012), and
16 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid
17 Projects (Form 420-004).

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

25
26 **1-08.1(1) Subcontract Completion and Return of Retainage Withheld**

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

28
29 (June 27, 2011)

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

31
32 **Requirements**

- 33 1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later
34 than ten (10) days after receipt of payment from the Contracting Agency for work
35 satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's
36 interest therein.
- 37
38 2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor
39 shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
- 40
41 3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when all
42 task and requirements of the Subcontract have been accomplished and including any
43 required documentation and material testing .
- 44
45 4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may
46 result in one or more of the following:
- 47
48 a. Withholding of payments until the Prime Contractor or Subcontractor complies
49
50 b. Failure to comply shall be reflected in the Prime Contractor's Performance Evaluation
51
52 c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
53

- 1 d. Other sanctions as provided by the subcontractor or by law under applicable prompt
2 pay statutes.

3
4 **Conditions**

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

9
10 **Payment**

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

13
14 **1-08.4 Prosecution Of Work**

15 Revise this section to read:

16
17 **1-08.4 Notice to Proceed and Prosecution of the Work**
18 *(October 1, 2005 APWA GSP)*

19
20 Notice to Proceed will be given after the contract has been executed and the contract bond and
21 evidence of insurance have been approved and filed by the Contracting Agency. The Contractor
22 shall not commence with the work until the Notice to Proceed has been given by the Engineer. The
23 Contractor shall commence construction activities on the project site within ten days of the Notice to
24 Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the
25 work to the physical completion date within the time specified in the contract. Voluntary shutdown
26 or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to
27 complete the work within the time(s) specified in the contract.

28
29 **1-08.5 Time For Completion**

30 *(March 13 1995)*

31
32 Section 1-08.5 is supplemented with the following:

33
34 The Contractor and Contracting Agency shall mutually agree on a production rate for each
35 mobilized task in the contract time frame. This rate shall be the base for determining workdays
36 for each task. The Contractor shall diligently pursue the work to completion of each task
37 assigned.

38
39 **1-09, MEASUREMENT AND PAYMENT**

40 **1-09.7 Mobilization**

41 Section 1-09.7 is supplemented with the following:

42
43 *(*****)*

44 The Contracting Agency has entered a lump sum mobilization bid item in the Proposal. Each
45 mobilization event shall be paid as Contracting Agency requests additional grinding.

46
47 **1-09.9 Payments**

48 *(June 27, 2011 APWA GSP, Option B)*

49
50 Delete the fourth paragraph and replace it with the following:

1 Progress payments for completed work and material on hand will be based upon progress
2 estimates prepared by the Engineer. A progress estimate cutoff date will be established at the
3 preconstruction conference.
4

5 The initial progress estimate will be made not later than 30 days after the Contractor commences
6 the work, and successive progress estimates will be made every month thereafter until the
7 Completion Date. Progress estimates made during progress of the work are tentative, and made
8 only for the purpose of determining progress payment. The progress estimates are subject to
9 change at any time prior to the calculation of the Final Payment.
10

11 The value of the progress estimate will be the sum of the following:

- 12 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work
13 completed multiplied by the unit price.
- 14 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum
15 breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
- 16 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other
17 storage area approved by the Engineer.
- 18 4. Change Orders — entitlement for approved extra cost or completed extra work as determined
19 by the Engineer.
20

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

- 22 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 23 2. The amount of Progress Payments previously made; and
- 24 3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract
25 Documents.
26

27 Progress payments for work performed shall not be evidence of acceptable performance or an
28 admission by the Contracting Agency that any work has been satisfactorily completed. The
29 determination of payments under the contract will be final in accordance with Section 1-05.1.
30

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

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

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

35 **1-09.11 Disputes and Claims**

36 **1-09.11(3) Time Limitations and Jurisdiction**

37 **(*****)**
38

39 Section 1.09.11(3) is deleted and replaced by the following:
40

41 This contract shall be construed and interpreted in accordance with the laws of the State of
42 Washington. The venue of any claims or causes of actions arising from this contract shall be in
43 Superior Court of the county where the work is performed.
44

45 For the convenience of the parties of this contract, it is mutually agreed that any claims or causes
46 of action which the Contractor has against the Contracting Agency arising from this contract shall
47 be brought within 180 days from the date of Final Acceptance of the contract by the Contracting
48 Agency.
49

1 Agency. The parties understand and agree that the Contractor's failure to bring such suit within the
2 time period provided shall be a complete bar to any such claims or causes of action.

3
4 It is further mutually agreed by the parties that when any claims or causes of action which a
5 Contractor asserts against the Contracting Agency arising from this contract are filed with the
6 Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have
7 timely access to any records deemed necessary by the Contracting Agency to assist in evaluating
8 the claims or actions.

9
10 **1-09.13 Claims Resolution**

11
12 **1-09.13(3) Claims \$250,000 or Less**

13
14 Section 1-09.13(3) is hereby deleted.

15
16 **1-09.13(3)A Administration of Arbitration**
17 *(October 1, 2005 APWA GSP)*

18
19 Revise the third paragraph to read:

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

26
27 **1-09.13(4) Claims in Excess of \$250,000**

28
29 Section 1-09.13(4) is hereby deleted and replaced by the following:

30
31 **CLAIMS RESOLUTION**
32 *(*****)*

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

- 44
45 a) Unless the parties otherwise agree, all disputes subject to arbitration shall be heard
46 in a single arbitration hearing, and then only after completion of the contract. The
47 parties shall be bound by Ch. 7.04 RCW generally, and by the arbitration rules
48 hereafter stated, and shall, for purposes of administration of the arbitration, comply
49 where applicable with the 1994 Lewis County Superior Court Mandatory Arbitration
50 Rules (LMAR) sections 1.1(b), 1.3, 2.3, 3.1, 3.2(a) and (b), 5.1, 5.2 (except as
51 referenced to MAR 5.2), 5.3, 6.1, 6.2 (including the referenced MAR 6.2), and 8.6.
52 There shall be one arbitrator, to be chosen by mutual agreement of the parties from
53 the list provided by the Lewis County Superior Court Administrator. If the parties

1 cannot agree on a person to serve as arbitrator, the matter shall be submitted for
2 appointment of an arbitrator under LMAR 2.3. The arbitrator shall determine the
3 scope and extent of discovery, except that the Contractor shall provide and update
4 the information required by Section 1-09.11(2) of the Standard Specifications.
5 Additionally, each party shall file a statement of proof with the other party and the
6 arbitrator at least 20 calendar days before the scheduled arbitration hearing. The
7 statement of proof shall include:

- 8
- 9 1. The name, business address and contact telephone number of each
10 witness who will testify at the hearing.
- 11
- 12 2. For each witness to be offered as an expert, a statement of the subject
13 matter and a statement of the facts, resource materials (not protected
14 by privilege) and learned treatises upon which the expert is expected to
15 testify and render an opinion(s), synopsis of the basis for such
16 opinion(s), and a resume of the expert detailing his/her qualifications as
17 an expert and pursuant to rendering such opinion(s). A list of
18 documents and other exhibits the party intends to offer in evidence at
19 the arbitration hearing. Either party may request a copy of any
20 document listed, and a copy or description of any other exhibit listed.
21 The party receiving the request shall provide the copies or description
22 within five (5) calendar days. The parties or arbitrator may subpoena
23 parties in accordance with the Superior Court Mandatory Arbitration
24 Rules (MAR) of Washington, Rule 4.3, and witness fees and costs shall
25 be provided for under Rule 6.4, thereof. The arbitrator may permit a
26 party to call a witness or offer a document or other exhibit not included
27 in the statement of proof only upon a showing of good cause.
- 28

- 29 b) The arbitration hearing shall be conducted at a location within Lewis County,
30 Washington. The extent of application of the Washington Rules of Evidence shall be
31 determined in the exercise of sound discretion of the arbitrator, except that such
32 Rules should be liberally construed in order to promote justice. The parties should
33 stipulate to the admission of evidence when there is no genuine issue as to its
34 relevance or authenticity. The decision of the arbitrator and the specific grounds for
35 the decision shall be in writing. The arbitrator shall use the contract as a basis for its
36 decisions. The County and the Contractor agree to be bound by the decision of the
37 arbitrator, subject to such remedies as are provided in Ch. 7.04 RCW. Judgment
38 upon the award rendered by the arbitrator shall be entered as judgment before the
39 presiding judge of the Superior Court for Lewis County. Each party shall bear its
40 own costs in connection with the arbitration. Each party shall pay one-half of the
41 arbitrator's fees and expenses.
- 42

43 **DIVISION 2**

44 **EARTHWORK**

45 **2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

46 **2-01.1 Description**

47 Section 2-01.1 is supplemented with the following:

48 The Contractor shall grind and or chip woody debris and load into hauling vehicles. (Trucking supplied
49 by others).

1
2 **2-01.3 Construction Requirements**

3
4 (*****)

5 **2-01.3(3) Vacant**

6 Section 2-01.3(3) name and description is changed to the following:

7
8 (*****)

9 **2-01.3(3) Debris Chip or Grind**

10 Section 2-01.3(3) is supplemented with the following:

11
12 Chip or grind onsite, approximately 400 to 600 tons of woody debris. The woody debris mostly
13 consists of (3 to 6 inch small diameter) limbs, branches, stumps and wood waste collected at the
14 Lewis County Solid Waste Central Transfer Station. All Woody debris shall be loaded via
15 contractor supplied equipment into a horizontal grinder, then either by conveyor or contractor
16 supplied front end loader, be loaded into trucks or containers for hauling off site. The area has
17 sufficient room to accommodate a horizontal grinder, excavator and vehicles for the removal of the
18 material. The chipper or grinder shall utilize a screen capable of producing no larger than **2 inch**
19 **diameter pieces**.

20
21 The Contractor shall coordinate with the County's Representative on the scheduling of trucks for
22 the removal of the wood debris. The County's Representative will determine the trucking schedule
23 based upon minimizing the least amount of standby time for the hauling vehicles as possible. The
24 County's determination will be final. No standby charges will be allowed.

25
26 Future debris schedules will be arranged as needed until the Contract completion date of
27 **December 31, 2023**. Each scheduled mobilization shall be arranged with a minimum of 14
28 calendar day notice.

29
30 Future Mobilization charges to the Solid Waste facility at 1411 South Tower Ave. Centralia WA,
31 shall remain the same for each occurrence.

32
33 **2-01.4 Measurement**

34 Section 2-01.4 is supplemented with the following:

35
36 (*****)

37 "Clearing and Grubbing" will be measured per ton. The Contractor shall chip and load into hauling
38 vehicles. (Trucking supplied by others).

39
40 **2-01.5 Payment**

41 Section 2-01.5 is supplemented with the following:

42
43 (*****)

44 "Clearing and Grubbing" per ton. The unit Contract price per ton shall be full pay for all equipment,
45 labor, and site cleanup necessary to complete the work. The tonnage for payment shall be taken
46 from certified scale tickets as per Section 1-09.2(1) of the Standard Specifications.

47
48 The Contracting Agency will not adjust the unit contract price for any increases or decreases in the
49 quantity of Clearing and Grubbing. The Contracting Agency has entered the estimated quantity of
50 Clearing and Grubbing in the proposal to provide a common proposal for bidders. Section 1-04.6
51 of the Standard Specifications will not apply for the increased or decreased quantities for the
52 Clearing and Grubbing.

1 **POWER EQUIPMENT**

2 (*****)

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

5
6 The bidder's attention is directed to the attached Power Equipment Form, which the successful bidder
7 will be required to complete and return with the contract documents. This information will enable hourly
8 rental rates to be computed by the County, utilizing the "Rental Rate Blue Book for Construction
9 Equipment". No payment for any force account work will be allowed until this form has been returned
10 and accepted by the County.
11

12 **E-VERIFY**

13 (*****)

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

25 **BOND**

26 (*****)

27 The Bidder's special attention is directed to the attached bond form, which the successful bidder will be
28 required to execute and furnish the County. **NO OTHER BOND FORMS WILL BE ACCEPTED.** The
29 bond shall be for the full amount of the contract.
30

31 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY**

32 (*****)

33
34 On or before the 10th day of each calendar month during the term of this contract, the Contracting
35 Agency shall prepare monthly Progress Payments for work completed and material furnished. If the
36 Contractor agrees, the Contractor will approve the Progress Payment and return the estimate to the
37 Contracting Agency by the 20th day of that same calendar month. The Contracting Agency shall
38 prepare a voucher based upon the approved Progress Payment and payment based thereon shall be
39 due the Contractor near the 10th day of the next calendar month. Material Supply contracts involving
40 delivery of prefabricated material or stockpile material only (no physical work on Contracting Agency
41 property) may be reimbursed via Contractor generated invoices upon written approval by the
42 Engineer. Reimbursement by invoice shall not be subject to late charges listed on the Contractor's
43 standard invoice form.
44

45 The Contracting Agency in conformance with R.C.W. 60.28.010 shall retain from such moneys earned
46 by the Contractor a sum equal to five percent (5%) of the amount so estimated as a trust fund for the
47 protection and payment of any person or persons, mechanics, subcontractors, or materialmen who

1 shall perform any labor upon such contract or the doing of said work, and all persons who shall supply
2 such person or persons or subcontractors with provisions and supplies for the carrying on of such work,
3 and the State with respect to taxes imposed pursuant to Title 82 R.C.W. which may be due from such
4 contractor. Said funds shall be retained and disbursed in accordance with provisions of Chapter 60.28
5 R.C.W.

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

19 (July 12, 1999)

20
21 The following appendices are attached and made a part of this contract:

22
23 ***** APPENDIX A:
24 Washington State Prevailing Wage Rates
25 Wage Rates Supplements
26 Wage Rates Benefit Codes

27
28 APPENDIX B:
29 Bid Proposal Documents

30
31 APPENDIX C:
32 Contract Documents*****

APPENDIX A

WASHINGTON STATE PREVAILING WAGE RATES

INCLUDING:

State Wage Rates

Wage Rate Supplements

Wage Rate Benefit Codes

APPENDIX B

BID PROPOSAL DOCUMENTS

INCLUDING:

Notice to Contractor

Proposal Form

Non-Collusion Declaration

Proposal Signature Page

Certification of Compliance



Lewis County Department of Public Works

Josh 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, December 17, 2019, at the Lewis County Courthouse in Chehalis, Washington for the 2020-2023 Debris Removal Project. This contract provides for the improvement of *** Lewis County Solid Waste site, in Lewis County by grinding and or chipping woody debris and load into hauling vehicles,*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE 11:00 A.M. on Tuesday, December 17, 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 Lewis County Commissioners Office (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 2020-2023 DEBRIS REMOVAL PROJECT, TO BE OPENED ON OR AFTER 11:00 A.M. ON DECEMBER 17, 2019.”**

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

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

The following is applicable to Federal-Aid projects. 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 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 in consideration for an award.

PROPOSAL

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

This certifies that the undersigned has examined the location of the 2020-2023 Debris Removal Project, County Project No. SW-CTS 20-23, 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.	PLAN QUANTITY	ITEM DESCRIPTION	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1	1 L.S.	Mobilization	LUMP SUM	\$ _____
2	400 Ton	Clear and Grubbing / All Sites	\$ _____	\$ _____
3	1 L.S.	SPCC Plan	LUMP SUM	\$ _____
			SUB-TOTAL	\$ _____
			Sales Tax @ 8.2%	\$ _____
			TOTAL BID	\$ _____

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report bid rigging activities

1-800-424-9071

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

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

DOT Form 272-036H
Revised 10/94

PROPOSAL - SIGNATURE PAGE

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

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

CASH IN THE AMOUNT OF _____

CASHIER'S CHECK _____ DOLLARS

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

PROPOSAL BOND IN THE AMOUNT OF 5% OF THE BID

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

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Proposal Must be Signed

Firm Name

Address

State of Washington Contractor's License No.

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

Telephone No.

Federal ID No.

Note:

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

*Attach Power of Attorney



Lewis County Department of Public Works

Erik P. Martin, PE, Director / County Engineer

Tim Fife, PE, Assistant 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 (**INSERT 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 C

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 to improve, Lewis County Solid Waste site, in Lewis County by grinding and or chipping woody debris and load into hauling vehicles, and other work, all in accordance with the attached Plans, these Contract Provisions, and the Standard 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

By: _____

Attorney-in-fact

APPROVED AS TO FORM:

JONATHAN L. MEYER, Prosecuting Attorney

By: _____

Civil Deputy

APPROVED:

County Engineer

Contract – 2

**CONTRACT BOND FOR
LEWIS COUNTY, WASHINGTON**

Bond No. _____

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

(hereinafter "Principal"), and _____ (hereinafter "Surety"), are held and firmly bound unto **LEWIS COUNTY, WASHINGTON** (hereinafter "County"), as Obligee, in an amount (in lawful money of the United States of America) equal to the total compensation and expense reimbursement payable to Principal for satisfactory completion of Principal's work under Contract No. **County Project No. SW-CTS 20-23** between Principal and County, which total is *initially* _____ Dollars (\$ _____), for the payment of which sum Principal and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.. Said contract (hereinafter referred to as "the Contract") is for the **2020-2023 Debris Removal Project** and is made a part hereof by this reference. The Contract includes the original agreement as well as all documents attached thereto or made a part thereof and amendments, change orders, and any other document modifying, adding to or deleting from said Contract any portion thereof.

This Bond is executed in accordance with the laws of the State of Washington, and is subject to all provisions thereof and the ordinances of County insofar as they are not in conflict therewith, and is entered into for the use and benefit of County, and all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions or supplies for the carrying on of the work covered by Contract No. **County Project No. SW-CTS 20-23** between the below-named Contractor and County for the **2020-2023 Debris Removal Project**, a copy of which Contract, by this reference is made a part hereof and is hereinafter referred to as "the Contract." (The Contract as defined herein includes the aforesaid agreement together with all of the Contract documents including addenda, exhibits, attachments, modifications, alterations, and additions thereto, deletions therefrom, amendments and any other document or provision attached to or incorporated into the Contract)

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

THE PARTIES FURTHER ACKNOWLEDGE & AGREE AS FOLLOWS:

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

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

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

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

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

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

FOR THE SURETY:

FOR THE PRINCIPAL:

By _____
 (Signature of Attorney-in-Fact)

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

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

By: _____
 (Signature of authorized signer for Contractor)

 (Type or print name of signer for Contractor)

 (Type or print title of signer for Contractor)

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

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

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

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

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

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

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

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

POWER EQUIPMENT LIST

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

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

The Contractor must complete this form in its entirety.

POWER EQUIPMENT

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

