

Lewis County
Department of Public Works
Engineering Division

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

**2020 ROCK
PROPOSAL**

(506 PITS & QUARRIES)

November, 2019

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



BOARD OF COUNTY COMMISSIONERS

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

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1
2
3 **INTRODUCTION**
4

5 The following Special Provisions are made a part of this contract and supersede any conflicting
6 provisions of the 2018 Standard Specifications for Road, Bridge, and Municipal Construction, and
7 the foregoing Amendments to the Standard Specifications.
8

9 The said Standard Specifications and Amendments thereto, the WSDOT Standard Plans, and
10 WSDOT Construction Manual, together with the Special Provisions and the attached plans
11 hereinafter contained, covering all work specified under this contract are incorporated and hereby
12 made a part of this contract. The Special Provisions hereinafter contained shall supersede any
13 conflicting provisions of the Standard Specifications and Amendments thereto, the WSDOT Standard
14 Plans, and WSDOT Construction Manual.
15

16 Several types of Special Provisions are included in this contract; General, Region, Bridges and
17 Structures, and Project Specific. Special Provisions types are differentiated as follows:
18

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

22
23

24 **General Special Provisions** are similar to Standard Specifications in that they typically apply to
25 many projects, usually in more than one Region. Usually, the only difference from one project to
26 another is the inclusion of variable project data, inserted as a “fill-in”.
27

28 **Project Specific Special Provisions** normally appear only in the contract for which they were
29 developed.
30

31 The following paragraph pertaining to the Standard Specifications shall obtain and be made a part
32 of this contract:
33

34 Wherever the word “State” or “Contracting Agency” is used it shall mean Lewis County; that
35 wherever the words “Secretary (Secretary of Transportation)” are used they shall mean
36 Lewis County Engineer; that wherever the words “State Treasurer” are used they shall
37 mean Lewis County Treasurer; that wherever the words “State Auditor” are used they shall
38 mean Lewis County Auditor; that wherever the words “Motor Vehicle Fund” are used they
39 shall mean Lewis County Road Fund.
40

41 **SPECIAL PROVISIONS**

42 **DIVISION 1**
43 **GENERAL REQUIREMENTS**
44

45 **1-01, DESCRIPTION OF WORK**

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

1
2 **1-02, BID PROCEDURES AND CONDITIONS**

3 **1-02.1 Prequalification of Bidders**
4

5 Delete this Section and replace it with the following:
6

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

9
10 Before award of a public works contract, a bidder must meet at least the minimum qualifications
11 of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a
12 public works project.
13

14 **1-02.2 Plans and Specifications**

15 *(*****)*

16 The first paragraph of section 1-02.2 is revised to read:
17

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

19
20 Lewis County Public Works Department
21 2025 NE Kresky Ave.
22 Chehalis, Washington 98532
23 (360) 740-2612
24

25 The second paragraph of section 1-02.2 is revised to read:
26

27 Prospective bidders may obtain plans and specifications from Lewis County Public
28 Works Department in Chehalis, Washington or download from Lewis County Website at
29 www.lewiscountywa.gov.
30

31 **1-02.6 Preparation Of Proposal**

32 *(August 2, 2004)*

33
34 The fifth and sixth paragraphs of Section 1-02.6 are deleted.
35

36 **1-02.7 Bid Deposit**

37 *(August 2, 2004)*

38
39 The provisions of Section 1-02.7 are deleted.
40

41 **1-02.12 Public Opening Of Proposal**

42 *(*****)*

43 Section 1-02.12 is supplemented with the following:
44

45 **Date and Time of Bid Opening**

46 The Board of County Commissioners of Lewis County or designee, will open sealed
47 proposals and publicly read them aloud on or after 11:00 a.m. on **November 12, 2019**, at
48 the Lewis County Courthouse, Chehalis, Washington, for the 2020 Rock Proposal.
49

50 **SEALED BIDS MUST BE DELIVERED BY OR BEFORE**
51 **11:00 A.M. on Tuesday, November 12, 2019**

52 (Lewis County official time is displayed on Axxess Intertel phones in the office of the Board of County

1 Commissioners. **Bids submitted after 11:00 AM will not be considered for this project.**)

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

4 Sealed proposals must be delivered to the Clerk of the Board of Lewis County
5 Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington
6 98532), by or before **11:00 A.M.** on the date specified for opening, and in an envelope
7 clearly marked: **“SEALED BID FOR THE 2020 ROCK PROPOSAL, TO BE OPENED ON
8 OR AFTER 11:00 A.M. ON NOVEMBER 12, 2019.”**

9
10 **1-02.13 Irregular Proposals**

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

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

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

52 **1-02.14 Disqualification of Bidders**

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

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

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

9
10 1. **Delinquent State Taxes**

- 11
12 A. **Criterion:** The Bidder shall not owe delinquent taxes to the Washington State
13 Department of Revenue without a payment plan approved by the Department of
14 Revenue.
15
16 B. **Documentation:** The Bidder shall not be listed on the Washington State
17 Department of Revenue’s “Delinquent Taxpayer List” website:
18 <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are so
19 listed, they must submit a written payment plan approved by the Department of
20 Revenue, to the Contracting Agency by the deadline listed below.
21

22 2. **Federal Debarment**

- 23
24 A. **Criterion:** The Bidder shall not currently be debarred or suspended by the Federal
25 government.
26
27 B. **Documentation:** The Bidder shall not be listed as having an “active exclusion” on
28 the U.S. government’s “System for Award Management” database (www.sam.gov).

29
30 3. **Subcontractor Responsibility**

- 31
32 A. **Criterion:** The Bidder’s standard subcontract form shall include the subcontractor
33 responsibility language required by RCW 39.06.020, and the Bidder shall have an
34 established procedure which it utilizes to validate the responsibility of each of its
35 subcontractors. The Bidder’s subcontract form shall also include a requirement that
36 each of its subcontractors shall have and document a similar procedure to
37 determine whether the sub-tier subcontractors with whom it contracts are also
38 “responsible” subcontractors as defined by RCW 39.06.020.
39
40 B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a
41 copy of its standard subcontract form for review by the Contracting Agency, and a
42 written description of its procedure for validating the responsibility of subcontractors
43 with which it contracts.
44

45 4. **Prevailing Wages**

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

1 B. Documentation: The Bidder, if and when required as detailed below, shall submit a
2 list of all prevailing wage violations in the five years prior to the bid submittal date,
3 along with an explanation of each violation and how it was resolved. The
4 Contracting Agency will evaluate these explanations and the resolution of each
5 complaint to determine whether the violation demonstrate a pattern of failing to pay
6 its workers prevailing wages as required.
7

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

9
10 A. Criterion: The Bidder shall not have a record of excessive claims filed against the
11 retainage or payment bonds for public works projects in the three years prior to the
12 bid submittal date, that demonstrate a lack of effective management by the Bidder
13 of making timely and appropriate payments to its subcontractors, suppliers, and
14 workers, unless there are extenuating circumstances and such circumstances are
15 deemed acceptable to the Contracting Agency.
16

17 B. Documentation: The Bidder, if and when required as detailed below, shall submit a
18 list of the public works projects completed in the three years prior to the bid submittal
19 date that have had claims against retainage and bonds and include for each project
20 the following information:
21

- 22 • Name of project
- 23 • The owner and contact information for the owner;
- 24 • A list of claims filed against the retainage and/or payment bond for any of the
25 projects listed;
- 26 • A written explanation of the circumstances surrounding each claim and the
27 ultimate resolution of the claim.
28

29 **6. Public Bidding Crime**

30
31 A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime
32 involving bidding on a public works contract in the five years prior to the bid submittal
33 date.
34

35 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
36 statement (on a form to be provided by the Contracting Agency) that the Bidder
37 and/or its owners have not been convicted of a crime involving bidding on a public
38 works contract.
39

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

41
42 A. Criterion: The Bidder shall not have had any public works contract terminated for
43 cause or terminated for default by a government agency in the five years prior to
44 the bid submittal date, unless there are extenuating circumstances and such
45 circumstances are deemed acceptable to the Contracting Agency.
46

47 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
48 statement (on a form to be provided by the Contracting Agency) that the Bidder has
49 not had any public works contract terminated for cause or terminated for default by
50 a government agency in the five years prior to the bid submittal date; or if Bidder
51 was terminated, describe the circumstances. .
52

53 **8. Lawsuits**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30

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

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

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

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

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

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

37

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

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

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

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

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

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

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

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

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

47 Contracting Agency's final determination.

48

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

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

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

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

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

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

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

7
8 Revise this section to read:
9

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

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

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

25 **1-03.1 Consideration of Bids**

26 (*****)

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

29 **A total of 13,850 tons of “3/8-No.4 crushed screenings” is being bid out to prospective**
30 **Bidders. The “3/8-No.4 crushed screenings” bid items 1, 2a and 2b will be analyzed**
31 **and awarded based on total cost to Lewis County which will include haul by Lewis**
32 **County forces. The county intent is to award either bid item 1 for the total 13850 tons**
33 **or bid items**
34 **2a and 2b. Based on cost to Lewis County bid items 2a and 2b may be awarded to**
35 **different contractors. Bid items 3 and 4 will also be analyzed and awarded based on**
36 **total cost to Lewis County including haul by Lewis County forces. After analyzing**
37 **bids Lewis County may elect to award to 1 contractor for all the rock work or up to as**
38 **many as 4 contractors.**
39

40 Bidders are notified that all bids per bid item are likely to be rejected if the lowest
41 responsive bid received exceeds the Engineer's estimate by an unreasonable amount. In
42 the event all bids are rejected for this reason, this project may be deferred for re-advertising
43 for bids until a more competitive situation exists.
44

45 The County reserves the right to reject any or all bids, waive informalities and to contract as
46 the best interests of the County may appear. As per RCW 36.32.256 the County also
47 reserves the right to select the lowest bidder for each of the different bid items whether it be
48 the same bidder or not. In determining the lowest responsive bidder, consideration will be
49 given to prices quoted for each bid item outlined in the proposal, the haul distances from
50 Contractors' pits to stockpile sites and County trucking rates.
51

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

2 **1-05.7 Removal of Defective and Unauthorized Work**
3 *(October 1, 2005 APWA GSP)*

4
5 Supplement this section with the following:

6
7 If the Contractor fails to remedy defective or unauthorized work within the time specified in a
8 written notice from the Engineer, or fails to perform any part of the work required by the
9 Contract Documents, the Engineer may correct and remedy such work as may be identified in
10 the written notice, with Contracting Agency forces or by such other means as the Contracting
11 Agency may deem necessary.
12

13 If the Contractor fails to comply with a written order to remedy what the Engineer determines to
14 be an emergency situation, the Engineer may have the defective and unauthorized work
15 corrected immediately, have the rejected work removed and replaced, or have work the
16 Contractor refuses to perform completed by using Contracting Agency or other forces. An
17 emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy
18 could be potentially unsafe, or might cause serious risk of loss or damage to the public.
19

20 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
21 remedying defective or unauthorized work, or work the Contractor failed or refused to perform,
22 shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or
23 to become due, the Contractor. Such direct and indirect costs shall include in particular, but
24 without limitation, compensation for additional professional services required, and costs for repair
25 and replacement of work of others destroyed or damaged by correction, removal, or replacement
26 of the Contractor's unauthorized work.
27

28 No adjustment in contract time or compensation will be allowed because of the delay in the
29 performance of the work attributable to the exercise of the Contracting Agency's rights provided
30 by this Section.
31

32 The rights exercised under the provisions of this section shall not diminish the Contracting
33 Agency's right to pursue any other avenue for additional remedy or damages with respect to the
34 Contractor's failure to perform the work as required.
35

36 **1-05.13 Superintendents, Labor and Equipment of Contractor**
37 *(August 14, 2013 APWA GSP)*

38
39 Delete the sixth and seventh paragraphs of this section.
40

41 **1-05.15 Method of Serving Notices**
42 *(March 25, 2009 APWA GSP)*

43 Revise the second paragraph to read:

44
45 All correspondence from the Contractor shall be directed to the Project Engineer. All
46 correspondence from the Contractor constituting any notification, notice of protest, notice of
47 dispute, or other correspondence constituting notification required to be furnished under the
48 Contract, must be in paper format, hand delivered or sent via mail delivery service to the
49 Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of
50 correspondence will not constitute such notice and will not comply with the requirements of the
51 Contract.
52

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

2 **1-07.2 State Taxes**

3 Section 1-07.2 is supplemented with the following:

4
5 (March 13, 1995)

6 The work on this contract is to be performed upon lands whose ownership obligates the
7 Contractor to collect State sales tax from the Contracting Agency. The provisions of Section 1-
8 07.2(2) apply.

9
10 The third paragraph of Section 1-07.2 is revised to read:

11
12 (June 27, 2011)

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

16
17 **1-07.7 Load Limits**

18 Section 1-07.7 is supplemented with the following:

19
20 (*****)

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

22
23 (*****)

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

27
28 **1-07.9 Wages**

29
30 **1-07.9(1) General**

31 (*****)

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

33
34 (April 2, 2007)

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

36
37 State prevailing wage rates for public works contracts are included in this contract and show a
38 separate listing for the occupation:

39
40 Landscape Construction, which includes several different occupation descriptions such as:
41 Irrigation and Landscape Plumbers, Irrigation and Landscape Power Equipment Operators,
42 and Landscaping or Planting Laborers.

43
44 In addition, federal wage rates that are included in this contract may also include occupation
45 descriptions in Federal Occupational groups for work also specifically identified with landscaping
46 such as:

47
48 Laborers with the occupation description, Landscaping or Planting, or

49
50 Power Equipment Operators with the occupation description, Mulch Seeding Operator.

51
52 If Federal wage rates include one or more rates specified as applicable to landscaping work, then

1 Federal wage rates for all occupation descriptions, specific or general, must be considered and
2 compared with corresponding State wage rates. The higher wage rate, either State or Federal,
3 becomes the minimum wage rate for the work performed in that occupation.
4

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

15 (*****)

16 **Note: No landscape construction is anticipated in this contract. The above listed**
17 **occupation is provided as an example. It is the Contractor's responsibility to determine the**
18 **appropriate crafts and wage rates necessary to perform the contract work.**
19

20 1-07.11 Requirements For Nondiscrimination

21 Section 1-07.11 is supplemented with the following:
22

23 (August 5, 2013)

24 Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order
25 11246)
26

- 27 1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard
28 Federal Equal Employment Opportunity Construction Contract Specifications set forth
29 herein.
30
- 31 2. The goals and timetables for minority and female participation set by the Office of Federal
32 Contract Compliance Programs, expressed in percentage terms for the Contractor's
33 aggregate work force in each construction craft and in each trade on all construction work
34 in the covered area, are as follows:
35

36 Women - Statewide

37 Timetable

38 Goal

39 Until further notice

40 6.9%

41 Minorities - by Standard Metropolitan Statistical Area (SMSA)

42 Spokane, WA:

43 SMSA Counties:

44 Spokane, WA

45 2.8

46 WA Spokane.

47 Non-SMSA Counties

48 3.0

49 WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln,

50 WA Pend Oreille; WA Stevens; WA Whitman.

1	Richland, WA	
2	SMSA Counties:	
3	Richland Kennewick, WA	5.4
4	WA Benton; WA Franklin.	
5	Non-SMSA Counties	3.6
6	WA Walla Walla.	
7		
8	Yakima, WA:	
9	SMSA Counties:	
10	Yakima, WA	9.7
11	WA Yakima.	
12	Non-SMSA Counties	7.2
13	WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
14		
15	Seattle, WA:	
16	SMSA Counties:	
17	Seattle Everett, WA	7.2
18	WA King; WA Snohomish.	
19	Tacoma, WA	6.2
20	WA Pierce.	
21	Non-SMSA Counties	6.1
22	WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA	
23	Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA	
24	Whatcom.	
25		
26	Portland, OR:	
27	SMSA Counties:	
28	Portland, OR-WA	4.5
29	WA Clark.	
30	Non-SMSA Counties	3.8
31	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	

32

33 These goals are applicable to each nonexempt Contractor's total on-site construction

34 workforce, regardless of whether or not part of that workforce is performing work on a

35 Federal, or federally assisted project, contract, or subcontract until further notice.

36 Compliance with these goals and time tables is enforced by the Office of Federal Contract

37 compliance Programs.

38

39 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part

40 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific

41 affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a),

42 and its efforts to meet the goals. The hours of minority and female employment and

43 training must be substantially uniform throughout the length of the contract, in each

44 construction craft and in each trade, and the Contractor shall make a good faith effort to

45 employ minorities and women evenly on each of its projects. The transfer of minority or

46 female employees or trainees from Contractor to Contractor or from project to project for

47 the sole purpose of meeting the Contractor's goal shall be a violation of the contract, the

48 Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will

49 be measured against the total work hours performed.

- 50
- 51 3. The Contractor shall provide written notification to the Office of Federal Contract
- 52 Compliance Programs (OFCCP) within 10 working days of award of any construction
- 53 subcontract in excess of \$10,000 or more that are Federally funded, at any tier for

1 construction work under the contract resulting from this solicitation. The notification shall
2 list the name, address and telephone number of the Subcontractor; employer
3 identification number of the Subcontractor; estimated dollar amount of the subcontract;
4 estimated starting and completion dates of the subcontract; and the geographical area in
5 which the contract is to be performed. The notification shall be sent to:

6
7 U.S. Department of Labor
8 Office of Federal Contract Compliance Programs Pacific Region
9 Attn: Regional Director
10 San Francisco Federal Building
11 90 – 7th Street, Suite 18-300
12 San Francisco, CA 94103(415) 625-7800 Phone
13 (415) 625-7799 Fax

14
15 Additional information may be found at the U.S. Department of Labor website:
16 <http://www.dol.gov/ofccp/TAguides/ctaguide.htm>

- 17
18 4. As used in this Notice, and in the contract resulting from this solicitation, the Covered
19 Area is as designated herein.

20
21 Standard Federal Equal Employment Opportunity Construction Contract Specifications
22 (Executive Order 11246)

- 23
24 1. As used in these specifications:

- 25
26 a. Covered Area means the geographical area described in the solicitation from
27 which this contract resulted;
- 28
29 b. Director means Director, Office of Federal Contract Compliance Programs,
30 United States Department of Labor, or any person to whom the Director
31 delegates authority;
- 32
33 c. Employer Identification Number means the Federal Social Security number used
34 on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department
35 Form 941;
- 36
37 d. Minority includes:
- 38
39 (1) Black, a person having origins in any of the Black Racial Groups of
40 Africa.
- 41
42 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of
43 Mexican, Puerto Rican, Cuban, Central American, South American, or
44 other Spanish origin.
- 45
46 (3) Asian or Pacific Islander, a person having origins in any of the original
47 peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands
48 and Samoa.
- 49
50 (4) American Indian or Alaskan Native, a person having origins in any of
51 the original peoples of North America, and who maintain cultural
52 identification through tribal affiliation or community recognition.
- 53

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

1 aware of and carry out the Contractor's obligation to maintain such a working
2 environment, with specific attention to minority or female individuals working at
3 such sites or in such facilities.
4

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

1 policy with other Contractors and Subcontractors with whom the Contractor does
2 or anticipates doing business.

- 3
- 4 i. Direct its recruitment efforts, both oral and written to minority, female and
5 community organizations, to schools with minority and female students and to
6 minority and female recruitment and training organizations serving the
7 Contractor's recruitment area and employment needs. Not later than one month
8 prior to the date for the acceptance of applications for apprenticeship or other
9 training by any recruitment source, the Contractor shall send written notification
10 to organizations such as the above, describing the openings, screening
11 procedures, and tests to be used in the selection process.
- 12
- 13 j. Encourage present minority and female employees to recruit other minority
14 persons and women and where reasonable, provide after school, summer and
15 vacation employment to minority and female youth both on the site and in other
16 areas of a Contractor's work force.
- 17
- 18 k. Validate all tests and other selection requirements where there is an obligation to
19 do so under 41 CFR Part 60-3.
- 20
- 21 l. Conduct, at least annually, an inventory and evaluation of all minority and female
22 personnel for promotional opportunities and encourage these employees to seek
23 or to prepare for, through appropriate training, etc., such opportunities.
- 24
- 25 m. Ensure that seniority practices, job classifications, work assignments and other
26 personnel practices, do not have a discriminatory effect by continually monitoring
27 all personnel and employment related activities to ensure that the EEO policy
28 and the Contractor's obligations under these specifications are being carried out.
- 29
- 30 n. Ensure that all facilities and company activities are nonsegregated except that
31 separate or single-user toilet and necessary changing facilities shall be provided
32 to assure privacy between the sexes.
- 33
- 34 o. Document and maintain a record of all solicitations of offers for subcontracts
35 from minority and female construction contractors and suppliers, including
36 circulation of solicitations to minority and female contractor associations and
37 other business associations.
- 38
- 39 p. Conduct a review, at least annually, of all supervisors' adherence to and
40 performance under the Contractor's EEO policies and affirmative action
41 obligations.
- 42

43 8. Contractors are encouraged to participate in voluntary associations which assist in
44 fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of
45 a contractor association, joint contractor-union, contractor-community, or other similar
46 group of which the Contractor is a member and participant, may be asserted as fulfilling
47 any one or more of the obligations under 7a through 7p of this Special Provision provided
48 that the Contractor actively participates in the group, makes every effort to assure that the
49 group has a positive impact on the employment of minorities and women in the industry,
50 ensure that the concrete benefits of the program are reflected in the Contractor's minority
51 and female work-force participation, makes a good faith effort to meet its individual goals
52 and timetables, and can provide access to documentation which demonstrate the
53 effectiveness of actions taken on behalf of the Contractor. The obligation to comply,

1 however, is the Contractor's and failure of such a group to fulfill an obligation shall not be
2 a defense for the Contractor's noncompliance.

- 3
- 4 9. A single goal for minorities and a separate single goal for women have been established.
5 The Contractor, however, is required to provide equal employment opportunity and to take
6 affirmative action for all minority groups, both male and female, and all women, both
7 minority and non-minority. Consequently, the Contractor may be in violation of the
8 Executive Order if a particular group is employed in substantially disparate manner (for
9 example, even though the Contractor has achieved its goals for women generally, the
10 Contractor may be in violation of the Executive Order if a specific minority group of
11 women is underutilized).
- 12
- 13 10. The Contractor shall not use the goals and timetables or affirmative action standards to
14 discriminate against any person because of race, color, religion, sex, or national origin.
- 15
- 16 11. The Contractor shall not enter into any subcontract with any person or firm debarred from
17 Government contracts pursuant to Executive Order 11246.
- 18
- 19 12. The Contractor shall carry out such sanctions and penalties for violation of these
20 specifications and of the Equal Opportunity Clause, including suspensions, terminations
21 and cancellations of existing subcontracts as may be imposed or ordered pursuant to
22 Executive Order 11246, as amended, and its implementing regulations by the Office of
23 Federal Contract Compliance Programs. Any Contractor who fails to carry out such
24 sanctions and penalties shall be in violation of these specifications and Executive Order
25 11246, as amended.
- 26
- 27 13. The Contractor, in fulfilling its obligations under these specifications, shall implement
28 specific affirmative action steps, at least as extensive as those standards prescribed in
29 paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to
30 ensure equal employment opportunity. If the Contractor fails to comply with the
31 requirements of the Executive Order, the implementing regulations, or these
32 specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 33
- 34 14. The Contractor shall designate a responsible official to monitor all employment related
35 activity to ensure that the company EEO policy is being carried out, to submit reports
36 relating to the provisions hereof as may be required by the government and to keep
37 records. Records shall at least include, for each employee, their name, address,
38 telephone numbers, construction trade, union affiliation if any, employee identification
39 number when assigned, social security number, race, sex, status (e.g., mechanic,
40 apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per
41 week in the indicated trade, rate of pay, and locations at which the work was performed.
42 Records shall be maintained in an easily understandable and retrievable form; however,
43 to the degree that existing records satisfy this requirement, the Contractors will not be
44 required to maintain separate records.
- 45
- 46 15. Nothing herein provided shall be construed as a limitation upon the application of other
47 laws which establish different standards of compliance or upon the application of
48 requirements for the hiring of local or other area residents (e.g., those under the Public
49 Works Employment Act of 1977 and the Community Development Block Grant Program).
- 50
- 51 16. Additional assistance for Federal Construction Contractors on contracts administered by
52 Washington State Department of Transportation or by Local Agencies may be found at:
53

1 Washington State Dept. of Transportation
2 Office of Equal Opportunity
3 PO Box 47314
4 310 Maple Park Ave. SE
5 Olympia WA
6 98504-7314
7 Ph: 360-705-7090
8 Fax: 360-705-6801
9 <http://www.wsdot.wa.gov/equalopportunity/default.htm>
10

11 **1-07.18 Public Liability and Property Damage Insurance**

12
13 Delete this section in its entirety, and replace it with the following:

14 **1-07.18 Insurance**

15 *(January 4, 2016 APWA GSP)*

16 **1-07.18(1) General Requirements**

- 17
- 18 **A.** The Contractor shall procure and maintain the insurance described in all subsections of section
19 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less
20 than A-: VII and licensed to do business in the State of Washington. The Contracting Agency
21 reserves the right to approve or reject the insurance provided, based on the insurer's financial
22 condition.
23
- 24 **B.** The Contractor shall keep this insurance in force without interruption from the commencement
25 of the Contractor's Work through the term of the Contract and for thirty (30) days after the
26 Physical Completion date, unless otherwise indicated below.
27
- 28 **C.** If any insurance policy is written on a claims made form, its retroactive date, and that of all
29 subsequent renewals, shall be no later than the effective date of this Contract. The policy shall
30 state that coverage is claims made, and state the retroactive date. Claims-made form
31 coverage shall be maintained by the Contractor for a minimum of 36 months following the
32 Completion Date or earlier termination of this Contract, and the Contractor shall annually
33 provide the Contracting Agency with proof of renewal. If renewal of the claims made form of
34 coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an
35 extended reporting period ("tail") or execute another form of guarantee acceptable to the
36 Contracting Agency to assure financial responsibility for liability for services performed.
37
- 38 **D.** The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella
39 Liability insurance policies shall be primary and non-contributory insurance as respects the
40 Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance,
41 self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be
42 excess of the Contractor's insurance and shall not contribute with it.
43
- 44 **E.** The Contractor shall provide the Contracting Agency and all additional insureds with written
45 notice of any policy cancellation, within two business days of their receipt of such notice.
46
- 47 **G.** The Contractor shall not begin work under the Contract until the required insurance has been
48 obtained and approved by the Contracting Agency
49
- 50 **H.** Failure on the part of the Contractor to maintain the insurance as required shall constitute a
51 material breach of contract, upon which the Contracting Agency may, after giving five business
52 days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at
53 its discretion, procure or renew such insurance and pay any and all premiums in connection
54

1 therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at
2 the sole discretion of the Contracting Agency, offset against funds due the Contractor from the
3 Contracting Agency.
4

- 5 I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the
6 Contract and no additional payment will be made.
7

8 **1-07.18(2) Additional Insured**

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

- 12 ■ the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
13

14 The above-listed entities shall be additional insured(s) for the full available limits of liability
15 maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are
16 greater than those required by this Contract, and irrespective of whether the Certificate of
17 Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those
18 maintained by the Contractor.
19

20 For Commercial General Liability insurance coverage, the required additional insured
21 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and
22 CG 20 37 10 01 for completed operations.
23

24 **1-07.18(3) Subcontractors**

25 The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that
26 complies with all applicable requirements of the Contractor-provided insurance as set forth herein,
27 except the Contractor shall have sole responsibility for determining the limits of coverage required
28 to be obtained by Subcontractors.
29

30 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2)
31 as additional insureds, and provide proof of such on the policies as required by that section as
32 detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing
33 operations and CG 20 37 10 01 for completed operations.
34

35 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency
36 evidence of insurance and copies of the additional insured endorsements of each Subcontractor of
37 every tier as required in 1-07.18(4) Verification of Coverage.
38

39 **1-07.18(4) Verification of Coverage**

40 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
41 endorsements for each policy of insurance meeting the requirements set forth herein when the
42 Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand
43 such verification of coverage with these insurance requirements or failure of Contracting Agency to
44 identify a deficiency from the insurance documentation provided shall not be construed as a waiver
45 of Contractor's obligation to maintain such insurance.
46

47 Verification of coverage shall include:

- 48 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
49 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
50 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a
51 copy of any blanket additional insured clause from its policies instead of a separate
52 endorsement.

- 1 3. Any other amendatory endorsements to show the coverage required herein.
- 2 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these
- 3 requirements – actual endorsements must be submitted.
- 4

5 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a

6 full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this

7 Project, a full and certified copy of that policy is required when the Contractor delivers the signed

8 Contract for the work.

9

10 **1-07.18(5) Coverages and Limits**

11 The insurance shall provide the minimum coverages and limits set forth below. Contractor's

12 maintenance of insurance, its scope of coverage, and limits as required herein shall not be

13 construed to limit the liability of the Contractor to the coverage provided by such insurance, or

14 otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

15

16 All deductibles and self-insured retentions must be disclosed and are subject to approval by the

17 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured

18 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a

19 liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured

20 retention shall be the responsibility of the Contractor.

21

22 **1-07.18(5)A Commercial General Liability**

23 Commercial General Liability insurance shall be written on coverage forms at least as broad as

24 ISO occurrence form CG 00 01, including but not limited to liability arising from premises,

25 operations, stop gap liability, independent contractors, products-completed operations, personal

26 and advertising injury, and liability assumed under an insured contract. There shall be no

27 exclusion for liability arising from explosion, collapse or underground property damage.

28

29 The Commercial General Liability insurance shall be endorsed to provide a per project general

30 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

31

32 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's

33 completed operations for at least three years following Substantial Completion of the Work.

34

35 Such policy must provide the following minimum limits:

36	\$1,000,000	Each Occurrence
37	\$2,000,000	General Aggregate
38	\$2,000,000	Products & Completed Operations Aggregate
39	\$1,000,000	Personal & Advertising Injury each offence
40	\$1,000,000	Stop Gap / Employers' Liability each accident

41

42 **1-07.18(5)B Automobile Liability**

43 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written

44 on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of

45 pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

46

47 Such policy must provide the following minimum limit:

48	\$1,000,000	Combined single limit each accident
----	-------------	-------------------------------------

49

50 **1-07.18(5)C Workers' Compensation**

51 The Contractor shall comply with Workers' Compensation coverage as required by the Industrial

52 Insurance laws of the State of Washington.

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

3 **1-08.0 Preliminary Matters**

4 (May 25, 2006 APWA GSP)

5 Add the following new section:

6
7 **1-08.0(1) Preconstruction Conference**

8 (October 10, 2008 APWA GSP)

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

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

21
22 The Contractor shall prepare and submit at the preconstruction conference the following:

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

26
27 **1-08.1 Subcontracting**

28 (*August 24, 2016 APWA GSP*)

29
30 Delete the eighth paragraph and replace it with the following:

31
32 On all projects funded with federal assistance the Contractor shall submit "Monthly Report of
33 Amounts Credited as DBE Participation" (form 422-103 EF) on a monthly basis, in which DBE
34 Work is accomplished, for every month in which the Contract is active or upon completion of
35 the project, as appropriate. The monthly reports are due on the 20th of the month following the
36 end of the previous month.

37
38 Section 1-08.1 is supplemented with the following:

39
40 (October 12, 1998)

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

47
48 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the
49 contract until the following documents have been completed and submitted to the Engineer:

- 50
51 1. Request to Sublet Work (Form 421-012), and

1 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid
2 Projects (Form 420-004).
3

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

11 **1-08.1(1) Subcontract Completion and Return of Retainage Withheld**

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

13
14 (June 27, 2011)

15 The following procedures shall apply to all subcontracts entered into as a part of this Contract:
16

17 **Requirements**

- 18 1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not
19 later than ten (10) days after receipt of payment from the Contracting Agency for work
20 satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's
21 interest therein.
22
23 2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor
24 shall be made within 30 days after Subcontractor's Work is satisfactorily completed.
25
26 3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when
27 all task and requirements of the Subcontract have been accomplished and including
28 any required documentation and material testing.
29
30 4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may
31 result in one or more of the following:
32
33 a. Withholding of payments until the Prime Contractor or Subcontractor complies
34
35 b. Failure to comply shall be reflected in the Prime Contractor's Performance
36 Evaluation
37
38 c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
39
40 d. Other sanctions as provided by the subcontractor or by law under applicable
41 prompt pay statutes.
42

43 **Conditions**

44 This clause does not create a contractual relationship between the Contracting Agency and
45 any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any
46 Subcontractor, the status of a third-party beneficiary to the Contract between the
47 Contracting Agency and the Contractor.
48

49 **Payment**

50 The Contractor will be solely responsible for any additional costs involved in paying
51 retainage to the Subcontractors. Those costs shall be incidental to the respective Bid Items.
52

53 **1-08.3 Progress Schedule**

1 (*****)

2 Section 1-08.3 is changed as follows:

3
4 The first paragraph is deleted.

5
6 The second paragraph is revised to read as follows:

7
8 If requested by the Engineer, a progress schedule shall be submitted to the Engineer at
9 least two (2) working days prior to the preconstruction conference. This schedule and any
10 supplemental schedule shall show: (1) physical completion of all work within the specified
11 contract time, (2) the proposed order of work, and (3) projected starting and completion
12 times for major phases of the work and for the total project.

13
14 The Contractor shall use a critical path diagram, bar graph, or similar type method to
15 develop the schedule.

16
17 The Contractor shall provide both paper and electronic copies of the schedule when
18 requested.

19
20 The third paragraph is deleted.

21
22 **Contractor's Weekly Activities**

23 (*****)

24 If requested by the Engineer, the Contractor shall submit a weekly schedule to the
25 Engineer. The schedule shall indicate the Contractor's proposed activities for the
26 forthcoming week along with the hours of work. This will permit the Engineer to more
27 effectively provide the contract engineering and inspection for the Contractor's operations.

28
29 The written weekly activity schedule shall be submitted to the Engineer or a designated
30 assistant before the end of the last shift on the next to the last working day of the week
31 preceding the indicated activities, or other mutually agreeable time.

32
33 If the Contractor proceeds with work not indicated on the weekly activity schedule, or in a
34 sequence differing from that which has been shown on the schedule, the Engineer may
35 require the Contractor to delay unscheduled activities until they are included on a
36 subsequent weekly activity schedule.

37
38 Separately, and in addition to the weekly schedule, the Contractor shall submit weekly a
39 summary of project activities to the Engineer. The summary of activities shall include a
40 report of the nature and progress of each of the major activities that were advanced on the
41 project within the previous week.

42
43 **1-08.4 Prosecution of Work**

44
45 Delete this section and replace it with the following:

46
47 **1-08.4 Notice to Proceed and Prosecution of Work**
48 *(July 23, 2015 APWA GSP)*

49
50 Notice to Proceed will be given after the contract has been executed and the contract bond and
51 evidence of insurance have been approved and filed by the Contracting Agency. The
52 Contractor shall not commence with the work until the Notice to Proceed has been given by the
53 Engineer. The Contractor shall commence construction activities on the project site within ten

1 days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall
2 diligently pursue the work to the physical completion date within the time specified in the
3 contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the
4 Contractor of the responsibility to complete the work within the time(s) specified in the contract.
5

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

13 **1-08.5 Time for Completion**

14 Section 1-08.5 is supplemented with the following:
15

16 **1-08.8 Extensions of Time**

17 (*****)
18

19 Section 1-08.8 is deleted and replaced with the following:
20

21 No Extensions of Time will be considered.
22

23 **1-08.9 Liquidated Damages**

24 (*****)
25

26 Paragraph two of Section 1-08.9 is deleted and replaced with the following:
27

28 The Contractor agrees to pay \$500.00 per day for each day beyond the physical completion date
29 of May 15, 2020 for the Crushed Screenings quantities.
30

31 **1-09, MEASUREMENT AND PAYMENT**

32 **1-09.2 Weighing Equipment**

33 **1-09.2(1) General Requirements for Weighing Equipment**

34 Section 1-09.2(1) is revised to read as follows:
35

36 (January 3, 2011)

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

44 Scales provided or designated by the Contractor shall be accurate to within one-half of one
45 percent of the correct weight throughout the range of use. If platform scales are used, each
46 platform scale shall be able to weigh the entire hauling vehicle or combination of connected
47 vehicles at one time. No part of the vehicle or vehicle combination will be permitted off the
48 platform as it is weighed.
49

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

1
2 All initial weighing at the dispatch site or at another site approved by the Engineer shall be
3 performed by a Contractor employee or by another person designated by the Contractor.
4 The designated weigher shall prepare a weigh or load ticket to accompany each load. Each
5 ticket shall contain the truck identification number, the date and time of weighing the load,
6 a description of the material being weighed and the signature or initials of the weigher.
7

8 Each weigh or load ticket shall also contain a determination of the net weight of the load.
9 This shall be a reading from any device which weighs as material is loaded or a calculation
10 including gross weight and tare weight when the method of loading does not include
11 weighing. It shall also identify the weighed material. When used, tare weights shall be taken
12 of each hauling vehicle at least once each day. The ticket shall be provided to the inspector
13 at the jobsite immediately after the material is delivered. A record of each day's tare weights
14 shall be furnished to the Project Engineer daily using Form 422-027 EF, or on an alternate
15 form approved by the Project Engineer.
16

17 The vehicle operator shall deliver the ticket to the material receiver at the material delivery
18 point. The material delivery point is defined as the location where the material is
19 incorporated into the permanent work.
20

21 Except as noted below, all weighing shall be subject to confirmation testing through random
22 checks made with a second, separate scale. The secondary scale shall be described in
23 the contract provisions, either as a designated independent commercial scale or as a
24 platform scale installed by the Contractor at a location named in the provisions. The
25 inspector will select loaded trucks at random and weigh them with the secondary scale. The
26 same trucks will be weighed empty when the tested load has been delivered.
27

28 The frequency of confirmation testing will be such that at least one test weekly is performed
29 for each weighed contract item of work being performed during that week.
30 Confirmation testing will not be routinely conducted for small quantities of weighed material.
31 A small quantity shall be defined as one who's estimated proposal quantity, multiplied by
32 its unit price, has a value of less than \$20,000. The inspector may choose to apply
33 confirmation testing to a minor quantity item if, in the inspector's judgment, there is reason
34 to suspect that the ticket weight might be incorrect.
35

36 **1-09.2(5) Measurement**

37 Section 1-09.2(5) is revised to read as follows:
38

39 (January 3, 2011)

40 If confirmation testing shows the initial scale has been underweighing, the on-site representative
41 of the Contractor shall be notified. The Contractor shall not be compensated for any loss from
42 underweighing.
43

44 If the initial scale has been overweighing, the on-site representative of the Contractor shall be
45 notified and the Contracting Agency will calculate a price adjustment as follows:
46

47 The combined weight of all materials weighed after the last test showing accurate results
48 through the load preceding the next confirmation test shall be calculated. This combined
49 weight will then be reduced by the percentage of weighing error that exceeds one-half of
50 one percent. If subsequent confirmation tests continue to show overweighing, then the
51 highest correction factor calculated from all tests shall be applied to all loads weighed after
52 the last successful test and before a new confirmation test that shows accurate results.
53

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

4 **1-09.2(6) Payment**

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

7
8 (January 3, 2011)

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

11
12 Unit contract prices for the various pay items of the project cover all costs related to
13 weighing and proportioning materials for payment. These costs include those for
14 furnishing, installing, certifying, maintaining and operating scales for initial weighing, those
15 for extra haul distance and time involved in complying with confirmation testing
16 requirements, and those for any other related item specified in this section.

17 **1-09.9(1) Retainage**

18 Section 1-09.9(1) is supplemented with the following:
19

20 **Retainage of 5 percent shall be as required by RCW 60.28.011.**
21

22 **1-09.11 Disputes and Claims**

23 **1-09.11(3) Time Limitation and Jurisdiction**

24 *(July 23, 2015 APWA GSP)*
25

26
27 Revise this section to read:
28

29
30 For the convenience of the parties to the Contract it is mutually agreed by the parties that any
31 claims or causes of action which the Contractor has against the Contracting Agency arising
32 from the Contract shall be brought within 180 calendar days from the date of final acceptance
33 (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any
34 such claims or causes of action shall be brought only in the Superior Court of the county where
35 the Contracting Agency headquarters is located, provided that where an action is asserted
36 against a county, RCW 36.01.05 shall control venue and jurisdiction. The parties understand
37 and agree that the Contractor's failure to bring suit within the time period provided, shall be a
38 complete bar to any such claims or causes of action. It is further mutually agreed by the parties
39 that when any claims or causes of action which the Contractor asserts against the Contracting
40 Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the
41 Contractor shall permit the Contracting Agency to have timely access to any records deemed
42 necessary by the Contracting Agency to assist in evaluating the claims or action.
43

44 **1-09.13 Claims Resolution**

45 **1-09.13(3) Claims \$250,000 or Less**

46 *(October 1, 2005 APWA GSP)*
47

48
49 Delete this Section and replace it with the following:
50

51 The Contractor and the Contracting Agency mutually agree that those claims that total
52 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by
53 nonbinding ADR processes, shall be resolved through litigation unless the parties mutually
54 agree in writing to resolve the claim through binding arbitration.

1
2 **1-09.13(3)A Administration of Arbitration**
3 *(July 23, 2015 APWA GSP)*
4

5 Revise the third paragraph to read:

6
7 The Contracting Agency and the Contractor mutually agree to be bound by the decision of the
8 arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the
9 Superior Court of the county in which the Contracting Agency's headquarters is located,
10 provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05
11 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the
12 specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a
13 basis for decisions.
14

15 **1-09.13(4) Claims in Excess of \$250,000**

16
17 Section 1-09.13(4) is hereby deleted.
18

19 **CLAIMS RESOLUTION**

20 *(*****)*

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

33 a) Unless the parties otherwise agree, all disputes subject to arbitration shall be heard in a
34 single arbitration hearing, and then only after completion of the contract. The parties
35 shall be bound by Ch. 7.04 RCW generally, and by the arbitration rules hereafter stated,
36 and shall, for purposes of administration of the arbitration, comply where applicable with
37 the 1994 Lewis County Superior Court Mandatory Arbitration Rules (LMAR) sections
38 1.1(b), 1.3, 2.3, 3.1, 3.2(a) and (b), 5.1, 5.2 (except as referenced to MAR 5.2), 5.3, 6.1,
39 6.2 (including the referenced MAR 6.2), and 8.6. There shall be one arbitrator, to be
40 chosen by mutual agreement of the parties from the list provided by the Lewis County
41 Superior Court Administrator. If the parties cannot agree on a person to serve as
42 arbitrator, the matter shall be submitted for appointment of an arbitrator under LMAR
43 2.3. The arbitrator shall determine the scope and extent of discovery, except that the
44 Contractor shall provide and update the information required by Section 1-09.11(2) of
45 the Standard Specifications. Additionally, each party shall file a statement of proof with
46 the other party and the arbitrator at least 20 calendar days before the scheduled
47 arbitration hearing. The statement of proof shall include:
48

- 49 1. The name, business address and contact telephone number of each witness who
50 will testify at the hearing.
51
52 2. For each witness to be offered as an expert, a statement of the subject matter and a
53 statement of the facts, resource materials (not protected by privilege) and learned
54 treatises upon which the expert is expected to testify and render an opinion(s),

1 synopsis of the basis for such opinion(s), and a resume of the expert detailing
2 his/her qualifications as an expert and pursuant to rendering such opinion(s). A list
3 of documents and other exhibits the party intends to offer in evidence at the
4 arbitration hearing. Either party may request a copy of any document listed, and a
5 copy or description of any other exhibit listed. The party receiving the request shall
6 provide the copies or description within five (5) calendar days. The parties or
7 arbitrator may subpoena parties in accordance with the Superior Court Mandatory
8 Arbitration Rules (MAR) of Washington, Rule 4.3, and witness fees and costs shall
9 be provided for under Rule 6.4, thereof. The arbitrator may permit a party to call a
10 witness or offer a document or other exhibit not included in the statement of proof
11 only upon a showing of good cause.

- 12
- 13 b) The arbitration hearing shall be conducted at a location within Lewis County,
14 Washington. The extent of application of the Washington Rules of Evidence shall be
15 determined in the exercise of sound discretion of the arbitrator, except that such Rules
16 should be liberally construed in order to promote justice. The parties should stipulate to
17 the admission of evidence when there is no genuine issue as to its relevance or
18 authenticity. The decision of the arbitrator and the specific grounds for the decision
19 shall be in writing. The arbitrator shall use the contract as a basis for its decisions. The
20 County and the Contractor agree to be bound by the decision of the arbitrator, subject
21 to such remedies as are provided in Ch. 7.04 RCW. Judgment upon the award
22 rendered by the arbitrator shall be entered as judgment before the presiding judge of
23 the Superior Court for Lewis County. Each party shall bear its own costs in connection
24 with the arbitration. Each party shall pay one-half of the arbitrator's fees and expenses.

25

26 **DIVISION 3**
27 **PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING**

28

29 **3-01, PRODUCTION FROM QUARRY AND PIT SITES**

30 **3-01.4 Contractor Furnished Material Sources**

31

32 **3-01.4(1) Acquisition and Development**

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

34

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

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

38

39 **(*****)**

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

43

44 **3-04, ACCEPTANCE OF AGGREGATE**

45

46 **3-04.3 Construction Requirements**

47 Section 3-04.3 is supplemented with the following:

48

49 **3-04.3(1) General**

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

51

52 **(*****)**

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

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

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

5
6 **(*****)**

7 The Contractor shall, at no expense to Lewis County, provide the services of an independent
8 State Certified testing lab to coordinate, sample and co test with Lewis County the first 1,000
9 tons of crushed screenings and Crushed Surfacing Top Course stockpiled at the pit site for
10 preliminary approval. Upon review and approval of the results, Lewis County will approve for
11 delivery From that point forward Lewis County will perform testing as needed and directed by
12 the Engineer. Lewis County reserves the right to require the contractor to perform lab testing
13 by an independent State Certified Lab anytime at no expense to the County. +Stockpiled
14 material (or Lot) for preliminary approval shall be kept separate as described above until the
15 material has been approved for delivery. See "Sampling" in this Section.

16
17 **(*****)**

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

23
24 **3-04.3(3) Sampling**

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

26
27 The initial sampling for preliminary verification test shall be done with Lewis County's materials
28 representative present so that the samples may be split for each representative.

29
30 **3-04.3(4) Testing Results**

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

32
33 The test results for any lot with greater than 1% passing on the No. 200 for 3/8 to No. 4 Crushed
34 Screenings specifications in these Special Provisions 9-03.4(2) shall be rejected.

35
36 The results of all testing performed will be available to the Contractor.

37
38 **3-04.3(7)C Rejection Without Testing**

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

40
41 **3-04.3(7)C is Deleted.**

42
43 **3-04.4 Measurement**

44 Section 3-02.4 is supplemented with the following:

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

47 "3/8 - No. 4 Crushed Screenings" will be measured per ton.

48
49 All costs related to "3/8 - No. 4 Crushed Screenings" per ton shall include all equipment, labor
50 and incidentals necessary to crush, stockpile material at pit site and load in Contracting Agency
51 vehicles.

52
53 **(*****)**

54 "1/2 - No. 4 Crushed Screenings" will be measured per ton.

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

5
6 "Crushed Surfacing Top Course " will be measured per ton.

7
8 All costs related to "Crushed Surfacing Top Course" per ton shall include all equipment, labor
9 and incidentals necessary to crush, stockpile material at pit site and load in Contracting
10 Agency vehicles.

11
12
13 **3-04.5 Payment**

14 Section 3-02.5 is supplemented with the following:

15
16 (*****)

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

19
20 "3/8 - No. 4 Crushed Screenings" per ton.

21
22 "1/2 - No. 4 Crushed Screenings" per ton

23
24 ""Crushed Surfacing Top Course" per ton.

25
26
27 **DIVISION 9**
28 **MATERIALS**

29
30 **9-03, AGGREGATES**

31 **9-03.4 Aggregate for Bituminous Surface Treatment**

32
33
34 **9-03.4(2) Grading and Quality**

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

36
37 (*****)

38 Crushed Screenings Percent Passing is revised to read:

39
40 **Crushed Screenings**
41 **Percent Passing**
42 **1/2" – No.4**

43 **Acceptance Tolerance**

44 5/8" square	99-100	± 1
45 1/2" square	90-100	± 1
46 3/8" square	60-85	± 1
47 No. 4	0-3	± 1
48 No. 200	0-1.0	0

49
50 All percentages are by weight.

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

3
4 **Crushed Screenings**
5 **Percent Passing**
6 **3/8" – No.4**

		<u>Acceptance Tolerance</u>
7		
8	1/2" square	± 1
9	3/8" square	± 1
10	No. 4	± 1
11	No. 200	0

12
13 All percentages are by weight.

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

17
18
19 **POWER EQUIPMENT**

20 (*****)

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

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

30
31 **E-VERIFY**

32 (*****)

33
34 "Effective June 21st, 2010, all contracts with a value of ≥ \$100,000 shall require that the awarded
35 contractor register with the Department of Homeland Security E-Verify program. Contractors shall
36 have sixty days after the execution of the contract to register and enter into a Memorandum of
37 Understanding (MOU) with the Department of Homeland Security (DHS) E-Verify program. After
38 completing the MOU the contractor shall have an additional sixty days to provide a written record on
39 the authorized employment status of their employees and those of any sub-contractor(s) currently
40 assigned to the contract. Employees hired during the execution of the contract and after submission
41 of the initial verification will be verified to the county within 30 days of hire, as reported from the E-
42 Verify program. The contractor will continue to update the County on all corrective actions required
43 and changes made during the performance of the contract."
44

45 **LEWIS COUNTY ESTIMATES AND PAYMENT POLICY**

46 (*****)

47
48 On or before the 5th day of each calendar month during the term of this contract, the Contracting
49 Agency shall prepare monthly Progress Payments for work completed and material furnished.

1 Payment cut-off period shall be the last day of the month. If the Contractor agrees, the Contractor
2 will approve the Progress Payment and return the estimate to the Contracting Agency by the 15th
3 day of that same calendar month. The Contracting Agency shall prepare a voucher based upon
4 the approved Progress Payment and payment based thereon shall be due the Contractor near the
5 10th day of the next calendar month. Material Supply contracts involving delivery of prefabricated
6 material or stockpile material only (no physical work on Contracting Agency property) may be
7 reimbursed via Contractor generated invoices upon written approval by the Engineer.
8 Reimbursement by invoice shall not be subject to late charges listed on the Contractor's standard
9 invoice form.

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

15
16 Upon completion of all work described in this Contract, the Contracting Agency shall prepare a
17 Final Progress Payment and Final Contract Voucher for approval by the Contractor and processing
18 for final payment. Release of the Contract Bond will be 60 days following Contracting Agency Final
19 Acceptance of Contract, provided the conditions of Section 1-03.4 and Section 1-07.2 of these
20 Special Provisions have been satisfied.
21
22
23
24
25

26 **APPENDICES**

27 (July 12, 1999)

28
29 The following appendices are attached and made a part of this contract:

30
31 ***** APPENDIX A:
32 Bid Proposal Documents

33
34 APPENDIX B:
35 Contract Documents *****
36
37
38

APPENDIX A

BID PROPOSAL DOCUMENTS

INCLUDING:

Notice to Contractor

Proposal Form

Stockpile Sites / Location

Non-Collusion Declaration

Proposal Signature Page

Certification of Compliance



Lewis County Department of Public Works

Josh S. Metcalf, PE, Director

Tim Fife, PE, County Engineer

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Lewis County or designee, will open sealed proposals and publicly read them aloud on or after 11:00 a.m. on **Tuesday, November 12, 2019**, at the Lewis County Courthouse, Chehalis, Washington, for the 2020 Rock Proposal. This contract provides for the production of ***** Crushed Screenings, and Crushed Surfacing Top Course ***** and other work, all in accordance with these Contract Provisions, and the Standard Specifications.

SEALED BIDS MUST BE DELIVERED BY OR BEFORE 11:00 A.M. on Tuesday, November 12, 2019

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

Sealed proposals must be delivered to the Clerk of the Board of Lewis County Commissioners (351 N.W. North Street, Room 210, CMS-01, Chehalis, Washington 98532), by or before **11:00 A.M.** on the date specified for opening, and in an envelope clearly marked: **"SEALED BID FOR THE 2020 ROCK PROPOSAL, TO BE OPENED ON OR AFTER 11:00 A.M. ON NOVEMBER 12, 2019."**

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

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

PROPOSAL

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

This certifies that the undersigned has examined the 2020 Rock Proposal, 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 bid for each bid item shall be shown: All entries must be typed or entered in ink.

ITEM NO.	PRODUCT	APPROX. QUANTITY (TONS)	UNIT PRICE DOLLARS CENTS	AMOUNT DOLLARS CENTS
1	3/8 - No. 4 Crushed Screenings	13,850	\$	\$
			SUB-TOTAL	\$
			* Sales Tax @ _____ %	\$
			TOTAL BID	\$
2a	3/8 - No. 4 Crushed Screenings	10,725	\$	\$
			SUB-TOTAL	\$
			* Sales Tax @ _____ %	\$
			TOTAL BID	\$
2b	3/8 - No. 4 Crushed Screenings	3,125	\$	\$
			SUB-TOTAL	\$
			* Sales Tax @ _____ %	\$
			TOTAL BID	\$
3	1/2 - No. 4 Crushed Screenings	410	\$	\$
			SUB-TOTAL	\$
			* Sales Tax @ _____ %	\$
			TOTAL BID	\$
4	Crushed Surfacing Top Course	3,310	\$	\$
			SUB-TOTAL	\$
			* Sales Tax @ _____ %	\$
			TOTAL BID	\$

Note: The sum of Lewis County haul cost, rock price, and sales tax will be used in the determination of each low bid item.

* Fill in tax percentage at place of Contractors stockpile site

Contractor shall provide a bid for each Bid Item to be considered responsive.

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report bid rigging activities

1-800-424-9071

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

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

DOT Form 272-036H
Revised 10/94

PROPOSAL - SIGNATURE PAGE

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

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

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Proposal Must be Signed

Firm Name

Address

Aggregate Source I.D. No.

State of Washington Contractor's License No.

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

Telephone No.

Federal ID No.

Note:

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

* Attach Power of Attorn



Lewis County Department of Public Works

Erik P. Martin, PE, Director

Tim Fife, PE, County Engineer

Certification of Compliance with Wage Payment Statutes

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

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

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

APPENDIX B

CONTRACT DOCUMENTS

INCLUDING:

Contract Form

Contract Bond

Power Equipment List

CONTRACT

THIS AGREEMENT, made and entered into this ___ day of _____, 2019, between the BOARD OF COUNTY COMMISSIONERS of LEWIS COUNTY, State of Washington, acting under and by virtue of RCW 36.77.040, hereinafter called

the Board, and _____ of _____

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

WITNESSETH:

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

DESCRIPTION OF WORK:

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

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

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

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

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

Contract - 1

5. CANCELLATION OF CONTRACT FOR VIOLATION OF STATE POLICY

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

6. DOCUMENTS COMPRISING CONTRACT

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

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

By: _____

Contractor

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

Dated: _____, 2019

By: _____

Surety

APPROVED AS TO FORM:

JONATHAN L. MEYER, Prosecuting Attorney

By: _____

Civil Deputy

By: _____

Attorney-in-fact

APPROVED:

County Engineer

Contract – 2

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

